

SETTLEMENT AGREEMENT
between
Federal Correctional Institution (Management)
El Reno, Oklahoma
and
AFGE Local 171 (Union)
regarding
Various Arbitrations
March 3, 2003

In order to amicably and jointly resolve the grievances and arbitrations cited in this settlement, the parties agree as follows:

1. Management agrees to change the duty hours of the following Facilities Department employees to 6:30 a.m. to 3:00 p.m., Monday through Friday, effective March 10, 2003:

Clay Booher
Richard Haley
Perry Mercier
Gary Spencer

2. The Union agrees to withdraw:
FMCS 02-12026 (Facilities Staff Changes in Duty Hours)
FMCS 02-09003 (Passing-on of Information to Staff)
FMCS 03-01898 (Gregory EEO Union Representation)
3. The Union agrees to waive any and all appeal rights concerning the actions of Management, at the local and regional levels, in the informal resolution of grievances regarding the implementation of the VT Electrical program.
4. The parties agree that any cancellation or other fees due the arbitrator shall be borne equally.

For AFGE Local 171



For FCI, El Reno



during a three (3) year period. This means, for example, that it is possible for an employee to work one (1) year on the day shift, followed by one (1) quarter on the morning shift, then a second year on the day shift, then two (2) quarters on the evening shift, and then a final quarter on the day shift, or any combination thereof.

Section f. Roster committees outside the Correctional Services department will be formed to develop a roster unless mutually waived by the department head and the Union. It is recommended that the procedures in Section d. be utilized. These rosters will be posted three (3) weeks prior to implementation. Copies will be given to the local President or designee at the time of posting.

Section g. Sick and annual relief procedures will be handled in accordance with the following:

1. when there are insufficient requests by employees for assignment to the sick and annual relief shift, the roster committee will assign employees to this shift by chronological order based upon the last quarter the employee worked the sick and annual relief shift;
2. sick and annual relief shift is a quarterly assignment that will not impact upon the rotation through the three (3) primary shifts;
3. no employee will be assigned to sick and annual relief for

subsequent quarters until all employees in the department have been assigned to sick and annual relief, unless an employee specifically requests subsequent assignments to sick and annual relief;

4. employees assigned to sick and annual relief will be notified at least eight (8) hours prior to any change in their shift; and
5. reasonable efforts will be made to keep sick and annual relief officers assigned within a single shift during the quarter.

Section h. Ordinarily, the minimum time off between shifts will be seven and one-half (7½) hours, and the minimum elapsed time off on "days off" will be fifty-six (56) hours, except when the employee requests the change.

Section i. Employees, while serving on federal, state, or local jury duty, shall be considered as being assigned to the day shift with Saturdays and Sundays off until the completion of such duties. The change in work schedule shall be for the weeks during which such duties are performed.

Section j. No employee will be required to stand roll calls except on duty time. Where roll calls are not used, the Employer will provide other means of alerting oncoming employees to unusual or dangerous situations of which the employees should be made aware. ←

Section k. If a change in a job