


NEGOTIATED AGREEMENT OVERTIME PROGRAM/ PROCEDURES FDC MIAMI


The Federal Bureau of Prisons, Federal Detention Center, Miami Florida, ("the Agency or BOP") and American Federation of Government Employees, Local 501 (the Union), (the parties), desire to amend the utilization procedures of the overtime roster program, and overtime procedures at FDC Miami. The parties agree that the signing of this agreement does in no way settle or prevent either party from continuing to third party hearing on overtime issues occurring before the signed date of this agreement.

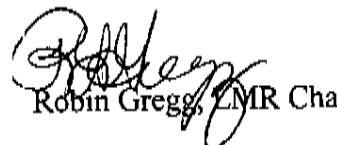
1. The Overtime program will be placed on all computers with bargaining unit access. Non-Bargaining employees will not be permitted to place their names on the overtime sign up list. Management will be responsible to provide all bargaining unit staff with specific instructions on the operation of the overtime program to include new hires in institutional familiarization. .
2. Bargaining Unit staff will be permitted to sign up for overtime for the entire quarter. They will be able to make changes to their requests during the entire quarter. The list will be by seniority with the total bargaining unit included..
3. The program will have all schedules available, and the following specific categories: All, Escorted Trips, Outside Hospital, Institution, Health Services, Food Service, Facilities , Air Lift, ISM, Control/Acis/Visiting Room and Split Shift. Bargaining Unit staff may make more than one selection from work schedules and overtime specific sections. Split Shift will be utilized when mandatory overtime is utilized to attempt to get a staff member to come in earlier for his or her upcoming shift. in order to relieve the mandatory officer.
4. The Management Official assigning the overtime is responsible for contacting staff and making the appropriate notations in the remark section of the program. Management will not skip any bargaining unit employee and will only make the notation of refused if he or she actually speaks to the employee and the employee refuses to work an assignment he or she placed in the overtime program. A refused assignment will move that employee to the bottom of list. Bargaining Unit members who are hired list exempt because of two hour shift clause or list exhaustion will be moved to the bottom of the list. There are (2) occasions when the staff member will not be placed at the bottom of the list

- A. When the escorted trip sign up has been exhausted the Lieutenant may hire list exempt without moving the bargaining unit member to the bottom of the list
- B. After exhausting the primary area specific sign up; staff **refusing** the overtime off the secondary list will not be moved to the bottom of the list .
5. The distribution of overtime in other departments will be distributed utilizing the overtime program this is to include the specific departments mandatory overtime which will be in accordance with (6.) Of this agreement. The departmental specific categories R&D, Food Service, Health Services, and Facilities will not be included in the any category, and qualified bargaining unit staff wishing to work overtime in these departments must sign under specified category.
6. Mandatory Overtime will be defined as any bargaining unit employee not relieved timely from his/her shift by the end of their regular working hours, and receiving overtime pay. The mandatory overtime list will be in reverse seniority order and include those bargaining unit members in the correctional services department. No employee will be required to work back to back mandatory assignments until everyone on that particular shift or available in the institution has rotated through . No employee will be required for mandatory overtime on their day off unless there is an emergency and all staff have been recalled. The Mandatory Overtime list will be reset after the Correctional Services every calendar year. Management will provide the Union a list of all staff that have been mandatory and the number of times at the conclusion of each quarter..
7. Bargaining Unit Members will not be placed on mandatory overtime the last day of their scheduled work week. The specific split shift overtime assignment will be utilized to attempt at providing those bargaining unit members who have been assigned to mandatory overtime an earlier relief. The fifth inmate placed in the outside hospital will be assigned to FCI Miami until the total inmates in outside hospital reaches four. The Union President or designee will be notified .
8. The Union President and designee will have read only access to the roster and overtime program. Overtime records not limiting ,phone records will immediately be made available upon request of designated Union representatives. Management and Union agree that changes can be made to this agreement only with mutual consent.


Charles Laugh
Local 501 President


Rickie Bullard, V.P. Comm.


David Acrc, Captain


Robin Gregg, LMR Chairperson