

In the Matter of

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTION
SHERIDAN, OREGON

and

Case No. 10 FSIP 72

LOCAL 3979, AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES, AFL-CIO

ARBITRATOR'S OPINION AND DECISION

Local 3979, American Federation of Government Employees (AFGE), AFL-CIO (Union), filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Department of Justice, Federal Bureau of Prisons (FBOB), Federal Correctional Institution (FCI), Sheridan, Oregon (Employer).

After an investigation of the request for assistance, which arises from mid-term bargaining over the Employer's decision to implement a remote monitoring system at the FCI's powerhouse,^{1/} the Panel directed the parties to mediation-arbitration with the undersigned, Panel Chairman Mary E. Jacksteit. I conducted a joint preliminary conference call with the parties on August 3, 2010, and a mediation-arbitration proceeding by telephone on August 18, 2010. During the mediation phase, a modification of the Union's proposal was explored as a settlement option but a voluntary agreement was not reached. In reaching this decision, the entire record in this matter has been considered, including the parties' final offers and pre-hearing statements of position.

^{1/} The Employer is delaying the implementation of the remote operating system until the Panel resolves the parties' dispute. Currently, four employees work 5/8 schedules at the powerhouse and provide coverage 24 hours per day 7 days per week. After the change is implemented, two of the four employees will be transferred to other positions at the FCI.

BACKGROUND

FCI Sheridan is a medium security facility that houses male offenders. The facility includes a detention center and an adjacent minimum security satellite prison camp. The Employer's mission is to protect public safety by ensuring that Federal offenders in its custody serve their criminal sentences in a facility that is safe, humane, cost-efficient and appropriately secure. Inmates at the FCI are encouraged to participate in a range of programs that have been proven to reduce recidivism and prepare them for a mainstream lifestyle and values once they are no longer imprisoned, and some of them are supervised by unit employees who work at the powerhouse. The Union represents approximately 275 bargaining unit employees who, among other things, work in food service and facilities maintenance and in positions such as secretary, accountant, educator, case manager, case counselor and corrections officer. The parties are covered by a master collective bargaining agreement (MCBA) that expired on March 8, 2001; however, its provisions will remain in effect until a successor agreement is implemented.

ISSUES AT IMPASSE

The parties' primary disagreement concerns whether the two operators/foremen who will remain at the powerhouse after remote monitoring is implemented should have the option of working 12-hour shifts.

POSITIONS OF THE PARTIES

1. The Union's Position

The Union proposes that the two remaining powerhouse employees both be permitted to work 12-hour shifts.^{2/} Underlying this proposal is the Union's strong disagreement with the Employer's decision to implement remote monitoring with only two operators to work in the powerhouse,^{3/} a decision it believes is

^{2/} See Attachment A for the complete text of those portions of the parties' Memorandum of Understanding over which the Union disagrees.

^{3/} AFGE Council of Prison Locals 33, of which Local 3979 is a member, has filed a national level grievance alleging that it was never provided an opportunity to negotiate over management's decision to install remote monitoring systems and that it violates FBOP's own policies. Local 3979 also

inconsistent with Agency regulations and imperils the safety of all employees at the facility. Assuming that remote monitoring with only two powerhouse employees is implemented, however, the Union's proposal for 12-hour shifts creates a situation that "is safer than any proposal provided by management." This is because it would provide for on-site monitoring of plant operations by trained operators for the maximum number of hours possible each day rather than "untrained correction officers in a remote location outside the power plant." In the Union's view, having trained operators in the powerhouse for as many hours as possible is of paramount importance to ensure "the greatest safety for all staff who work at FCI Sheridan." An illustration of why this is important is a situation where the dining hall lights at the facility fail with 500 inmates present, which has happened. It would be far better to have the situation addressed immediately by employees working on-site than to wait the 30 minutes or longer it would take for remote monitors to respond. Management conceded the importance of on-site operators when, after a 1-month period of remote monitoring in the summer of 2009, it changed its original plan at the Union's urging from only Monday to Friday coverage to utilize a 7-day-a-week schedule.

Twelve-hour shifts also would benefit the two employees' family lives by saving them a commute day each week. The Union believes that at least one of the two individuals who will remain in the powerhouse is interested in a 12-hour schedule.

Management has maintained that FBOP as an Agency does not support 12-hour shifts in its powerhouses. To the contrary, the Union's research found that there are at least 21 powerhouses throughout FBOP where operators currently are working 12-hour compressed work schedules. The Employer's other arguments for refusing to adopt 12-hour shifts also are without merit. It contends that the Union's proposal is unacceptable because it would not provide overlap between the shifts of the powerhouse operators, but management has not scheduled overlapping shifts in the powerhouse for the past 7 years under its current 24/7 operation. Operators keep a log to communicate important matters to one another. The Agency maintains that another reason why overlap is needed is so operators can participate in training. But because remote monitoring is to occur 24-hours-per-day, operators can leave the powerhouse for joint training.

has filed a grievance against FCI Sheridan concerning this matter that is being held in abeyance until the national level grievance is resolved.

The Employer also asserts that 12-hour shifts would increase overtime costs because others would have to fill in behind the main operators for the full 12 hours. This is inconsistent with management's decision that remote monitoring, without operators in the powerhouse, is sufficient. Under remote monitoring, there is no reason that employees filling in for a powerhouse operator with a 12-hour shift cannot work their normal work schedule, obviating the need for overtime. In the Union's view, management has incurred thousands of dollars in higher overtime costs at the powerhouse thus far in 2010 solely to persuade the Panel not to adopt the Union's proposal, costs that could have been avoided if it had followed Union suggestions. Last, contrary to management's contention, the Union rejects the idea that its proposed shifts would result in increased idleness by both inmate workers and employees. The Union can imagine many ways in which 12-hour shifts would actually create more inmate work opportunities at the powerhouse, not less. In terms of employees, the Agency has the option of assigning operators work outside of the powerhouse (e.g., to answer repair calls), since it believes remote monitoring is sufficient. This occurred during the short time that remote monitoring was tried last year.

In summary, the Employer has not demonstrated that negative consequences would occur using 12-hour shifts. The Arbitrator should impose the Union's proposal for the 6-month pilot period proposed by both sides and see what develops.

2. The Employer's Position

The Employer proposes that the two remaining powerhouse operators be permitted to work 10 or 8, but not 12-hour shifts.^{4/} During the lengthy negotiations over remote monitoring that led to this impasse over employees' work schedules, the Employer has addressed all of the safety concerns raised by the Union. Where management has agreed with a concern, such as to keep 7-day coverage in the powerhouse, changes have been made. Contrary to the Union's position, there is no evidence of any safety problems anywhere within the FBOP where remote monitoring has been implemented. In fact, the safety of staff, inmates and visitors at FCI Sheridan would improve because of the increased electronic monitoring devices that are installed as part of

^{4/} See Attachment B for the text of the Employer's proposed Memorandum of Understanding.

remote monitoring, and because fewer or no employees would be in harm's way if any emergency or catastrophic situations arise at the powerhouse. The previous significant incidents requiring corrective action or after-action repairs since 2003 all have involved human error.

Throughout the negotiations leading up to the mediation-arbitration proceeding only the Employer has been willing to modify its proposed schedule in an attempt to reach an agreement, moving off its preferred position that the operators work 8-hour shifts to its current proposal permitting both of them to work 10-hour shifts. Management decided it could live with 10-hour shifts because they would provide at least 1-day-per-week of overlap between the powerhouse operators. Scheduling a regular overlap is necessary in order to address training needs and to complete scheduled maintenance work projects requiring more than one staff member. Also, regular overlaps in the schedule are a way to improve powerhouse operations by allowing for joint training of the operators and improved communications, both of which are of the "utmost importance" to avoid the sort of costly safety incidents that have occurred in the past. The Union's proposal for two 12-hour shifts would provide for no overlaps between staff.

In addition, management is concerned about overtime costs. In FY 2009 the four current powerhouse foremen "had the highest overtime cost per staff member . . . when compared to any other institution department" and "this figure would be greatly increased if any staff coverage of the normal work schedule required a 12-hour scheduled shift."

Productivity is also an issue. Facilities Management records indicate that the four current powerhouse foremen utilized less than 3.5 percent of their work schedule during an 8-hour day performing work orders and/or scheduled preventive maintenance work. Twelve-hour shifts would mean that operators would have "an even more unproductive daily routine." In addition, 12-hour shifts would increase inmate idleness since the fewer number of work days involved in a 12-hour schedule would mean more days that inmate work crews assigned to powerhouse operators would stay in their housing units. Inmate idleness compromises security and undercuts the FCI's ability to meet its mission of preparing them for life after prison. With regard to other BOP facilities with 12-hour shifts, there is no other FBOP powerhouse using a 12-hour compressed work schedule with only two assigned staff members under remote monitoring.

Finally, despite the Union's claim that 12-hour shifts would improve morale, there is no evidence that the two remaining powerhouse foremen are interested in these schedules. If they are forced to work them morale would go down and safety concerns could increase. In the Employer's view, the Union's request that the foremen be permitted to work 12-hour shifts "was made for arbitrary reasons to delay the implementation of remote monitoring for the powerhouse operation."

Management requests the Arbitrator to adopt its final proposal for a 4/10 compressed work schedule.

DECISION

After carefully considering the evidence and arguments presented by the parties concerning the work schedules of the two remaining powerhouse employees, the Arbitrator has determined to resolve this impasse on the basis of the order that follows.

This order will take effect immediately. The Arbitrator finds no basis for delaying implementation of Panel action until the Union finishes litigating its challenges to remote monitoring through the grievance procedure, as it requests. If the Union prevails in those proceedings it will achieve the relief it seeks. In the meantime, the Panel has an obligation to resolve the impasse presented.

Both parties submitted final offers at the end of the arbitration. Both propose a pilot to be evaluated jointly and both give employees the option of selecting a compressed work schedule. The language of the Employer's proposal suggests that for the compressed work schedule to continue past the pilot both employees must be on the 4/10 schedule it proposes. The Union puts forward a combination of possible schedules that allow both powerhouse employees the choice of 12, 10, or 8-hour days, and not requiring the other to choose the same schedule. The Union gives the person opting for an 8-hour shift a Monday through Friday schedule.

The Arbitrator has determined to order a compressed work schedule that allows one of the two powerhouse foreman the option of a 12-hour shift, but not both, and that allows for the possibility of one foreman being on a compressed work schedule and the other on an 8-hour schedule. It is reasonable to afford a 12-hour compressed work schedule option considering the precedent that exists in other BOP facilities but I am

unconvinced by the Union that allowing for two 12-hour schedules would markedly improve safety at the facility. The Union itself is willing to leave the degree of coverage in the powerhouse up to the choice of the two foremen, and there has been no indication that both foremen are prepared to work 12-hour schedules. On the other hand, management has put forward a reasonable argument that because it affords no overlap between the two foremen, a schedule with both employees on 12-hour shifts is undesirable.

The schedules ordered here would result in powerhouse employees working at the same time on the same day once every pay period. While the Employer desires an overlap of shifts every week to address training needs and complete scheduled maintenance work projects requiring more than one staff member, I am not persuaded that this is necessary because remote monitoring will allow foremen to leave the powerhouse for meetings and training, and currently four foreman work 24/7 8-hour shifts with no overlap, and have done so for a long time. The Arbitrator credits the Employer's assertion that greater communication and coordination are desirable (noting that greater integration into the overall facility has been desired by powerhouse employees) but is satisfied that with remote monitoring foremen will have more ability to attend facility meetings and that 1 day a pay period represents a significant increase in scheduled overlap from current practice.

The Employer's further arguments against 12 hour shifts - that they would create excessive overtime costs, and increase unproductive time and inmate idleness - are unpersuasive. Management's view of the reliability of remote monitoring undercuts any notion that it would have to cover the full 12 hours of an absent operator. It also means that management is free to assign operators additional duties, including those that would take them out of the powerhouse, as it apparently did during the short period last year when remote monitoring was in place. As to inmate idleness, the Arbitrator does not see this as inevitable but instead a management issue. Enough information was offered during the mediation-arbitration proceeding to suggest that various options are available to keep inmates working in the powerhouse in a manner comparable to other work sites.

In my view, the resolution ordered here strikes a balance between the parties' interests. Because the Employer's proposal sets out a more complete process for implementing an alternative work schedule pilot, the language adopted is a modification of

that proposal with the addition of several options from the Union's proposal.

In neither proposal was there an explicit statement about *both* foremen having to agree to the combined schedule but after reviewing this matter and in particular the various options put forward by the Union that give an 8-hour-a-day employee the right to weekdays, this appears to the Arbitrator to be essential to make this work. Therefore, the only feasible approach is to not order a particular schedule but to order the types of schedules that can be worked, with specific schedules given as illustrations, with the caveat that for any schedule to be implemented, changed or continued both employees must agree. The default (no agreement reached) is that both employees will be placed on 8-hour schedules, covering 7 days a week.

DECISION

The parties shall adopt the following wording:

MEMORANDUM OF UNDERSTANDING

EMPLOYEE WORK SCHEDULES FOR REMOTE OPERATION POWERHOUSE

Guidelines:

The mission of the Facilities Department, Federal Correctional Institution, Sheridan Oregon, is paramount to the Facilities CWS.

Employees affected by this CWS will assume the responsibilities of meeting the requirements set forth in the discussion below. Issues such as timeliness, correctional responsibilities, incurred cost, loss of work hours, sick leave usage and work production will be monitored throughout the duration of the pilot period of CWS. If the pilot period is successful, Management and the Union will continue to monitor the effectiveness for the next three years. The intent of these meetings is to implement corrective action, short of revocation of the schedule, to deal with possible adverse affects. Should "adverse impact" be determined by the office of General Counsel, and sustained by the impasse Panel, this CWS will be terminated.

Upon implementation Management and the Union will monitor the CWS during the first 6 months of the pilot program. In the

event an unforeseen adverse condition should arise, then a Union Executive Board Member and the Facilities Steward will address this condition immediately with the Department Head. Issues that surface will be addressed and worked out at the Department Head level.

The CWS pilot period is for a 6-month period.

After the 6-month pilot, the CWS will be reviewed by the negotiating teams to assess the effectiveness and workability of this plan. If there are no concerns the plan will continue until both staff request to opt out, management determines it has created an adverse impact or the Union requests to withdraw from the Compressed Work Schedule for the Powerhouse. Under any of these three situations the bargaining teams will takes steps in accordance with the Master Agreement. If there are concerns, the negotiating teams will reconvene to propose alternative schedules.

Schedules:

The following schedules are available but only if both employees agree.

Option 1: One 12 hour, one 10 hour, one scheduled overlap day per pay period.

Shift 1, Employee A - 6:00 am to 6:00 pm without a duty free lunch; 8-hour day - 6:00 am to 2:00 pm without a duty free lunch.

Shift 2, Employee B - 6:00 am to 4:00 pm without a duty free lunch.

Illustrative work week:

Shifts	Employee	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	A	Off	12	12	12	Off	Off	Off	Off	12	12	12	8	Off	Off
2	B	10	Off	Off	Off	10	10	10	10	Off	Off	Off	10	10	10

Option 2: Both on 10 hour, one scheduled overlap day per pay period.

Shift 1 & 2 - 6:00 am to 4:00 pm without a duty free lunch.

Illustrative work week:

Shifts	Employee	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	A	10	10	10	10	Off	Off	Off	10	10	10	10	Off	Off	Off
2	B	Off	Off	Off	10	10	10	10	Off	Off	Off	10	10	10	10

Option 3: One 10 hour, one 8 hour.

Shift 1 - 6:00 am to 4:00 pm without a duty free lunch.

Shift 2 - 8:00 am to 4:00 pm without a duty free lunch.

Illustrative work week:

Shifts	Employee	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	A	10	10	10	Off	Off	Off	10	10	10	10	Off	Off	Off	10
2	B	Off	8	8	8	8	8	Off	Off	8	8	8	8	8	Off

Option 4: One 12 hour, one 8 hour.

Shift 1 - 6:00 am to 6:00 pm without a duty free lunch.

Shift 2 - 8:00 am to 4:00 pm without a duty free lunch.

Illustrative work week:

Shifts	Employee	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	A	12	12	Off	Off	Off	Off	12	12	12	8	Off	Off	Off	12
2	B	Off	8	8	8	8	8	Off	Off	8	8	8	8	8	Off

During a holiday week, shifts will remain as scheduled. In the event of sick leave or annual leave a list of qualified staff will work their assigned schedule to cover the powerhouse's primary responsibilities, Monday through Friday. The weekends will be vacated. In the event of a long period of staff shortage due to sick or annual leave (more than two weeks) the Facilities Manager will have the authority to re-adjust a CWS during the period of shortage. During this trial period of the CWS the Union President will be notified.

Responsibilities:

Participation in the CWS may be discontinued when an employee fails to perform his or her duties at the fully successful level as defined by the performance standards and the supervisor's acknowledgment of such in the employee's performance logs.

Opt Out:

Staff that wish to change from a CWS and go to an 8 hour work schedule, must request this change in writing to the Department Head. If the employee wishes to return to the CWS, then he/she may request in writing to go back on the CWS, but will not be able to do so until the next quarterly rotation. The employee going back on the CWS will re-enter on the same day of the week that he/she elected to get out. Should a staff member elect not to participate in a CWS schedule, he/she will maintain a 8-hour work schedule in compliance to a 7-day-a-week operation.



Mary E. Jacksteit
Arbitrator

September 10, 2010
Takoma Park, Maryland

AFGE

American Federation
of
Government Employees

AFL-CIO

Council of Prisons

Locals

Local 3979
August 18, 2010

Union / Unity

MEMORANDUM TO FSIP & ISRAEL JACQUEZ, AWO / AGENCY REPRESENTATIVE

FROM: Danny Payne, President Local 3979

SUBJECT: New Remote Operation Powerhouse I&I proposals.
Final Union Proposal to the FSIP

1. The Powerhouse boiler procedures will remain status Quo until National Policy is updated to allow the remote monitoring/operations of boilers the size here at FCI Sheridan. Until such a change in policy is made the powerhouse will be manned by qualified BUE's while the boilers are in operation.
3. The Union proposes a 12 hour Compressed work schedule for the Utilities System / Repair Supervisors.
4. If the boilers are in operation the powerhouse will be manned by a qualified operator.
7. Powerhouse core work hours will all start at 6 a.m.

10. Work schedules to bid on will be as follows at the start of each quarter;

Position 1. X

Position 2. O

Note: The powerhouse Operators at their election may trade any days or hours during a Pay Period as long as it does not cost the Agency Money.

Primary schedule (A)

Sun Mon Tue Wed Thur Fri Sat
 Pay Period Week One

X-8	X-12	X-12	X-12			
				O-12	O-12	O-12

Pay Period Week Two

Sun Mon Tue Wed Thur Fri Sat

	X-12	X-12	X-12			
0-8				O-12	O-12	O-12

However, The operators may select from any of follow work alternate work schedule as long as all days per week are covered and both Operators agree.

Secondary Schedules

(B)

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	X-12	X-12	X-12			
O-10					O-10	O-10

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	X-12	X-12	X-12	X-8		
O-10					O-10	O-10

(C)

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-10	X-10	X-10	X-10			
				O-10	O-10	O-10

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-10	X-10	X-10	X-10			
				O-10	O-10	O-10

(D) Various Options

If one operator wants to work a CWS and one employee does not then the one who does not wish to work the CWS will work Mon-Fri. The Operator wanting a CWS can choose 10's or 12' covering the days not covered on the weekends. All days off each week should be together and not spread out.

(D (a)

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-12		X-12				X-12
	O-8	O-8	O-8	O-8	O-8	O-8

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-12		X-12	X-8			X-12
	O-8	O-8	O-8	O-8	O-8	O-8

(D (b)

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-10		X-10	X-10			X-10
	O-8	O-8	O-8	O-8	O-8	O-8

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-10		X-10	X-10			X-10
	O-8	O-8	O-8	O-8	O-8	O-8

(E)

If both operators wish to opt out of the CWS the two Operators will work the schedule below.

Sun	Mon	Tue	Wed	Thur	Fri	Sat
X-8	X-8	X-8	X-8	X-8	X-8	
		O-8	O-8	O-8	O-8	O-8

X-8	X-8	X-8	X-8	X-8		
		O-8	O-8	O-8	O-8	O-8



U.S. Department of Justice
Federal Bureau of Prisons

Facilities Department

Sheridan, Oregon 97378

August 18, 2010

MEMORANDUM FOR FEDERAL SERVICES IMPASSES PANEL

FROM: Natalie Holick, Assistant General Counsel
SUBJECT: 10 hour Compressed Work Schedule for Powerhouse

This agreement will go into effect the first pay period after its final approval by the Warden and concurrence by the General Counsel's office, or the first pay period after the General Counsel's Office review and approval. The Compressed Work Schedule requested is 4 – 10 hour days with no lunch period.

Guidelines:

The mission of the Facilities Department, Federal Correctional Institution, Sheridan Oregon, is paramount to the Facilities CWS.

Employees affected by this CWS will assume the responsibilities of meeting the requirements set forth in the discussion below. Issues such as timeliness, correctional responsibilities, incurred cost, loss of work hours, sick leave usage and work production will be monitored throughout the duration of the pilot period of CWS. If the pilot period is successful, Management and the Union will continue to monitor the effectiveness for the next three years. The intent of these meetings is to implement corrective action, short of revocation of the schedule, to deal with possible adverse affects. Should "adverse impact" be determined by the office of General Counsel, and sustained by the impasse Panel, this CWS will be terminated.

Upon implementation Management and the Union will monitor the CWS during the first six months of the pilot program. In the event an unforeseen adverse condition should arise, then a Union Executive Board Member and the Facilities Steward will address this condition immediately with the Department Head. Issues that surface will be addressed and worked out at the Department Head level.

The CWS pilot period is for a 6 month period.

After the 6 month pilot, the CWS will be reviewed by the negotiating teams to assess the effectiveness and workability of this plan. If during the pilot period, either of the operators has opted out the shifts will revert to a 7 day 8 hour weekly schedule with each operator covering one weekend day. If there has not been an opt out by either employee and there are no concerns the plan will continue until staff request to opt out, management determines it has created an adverse impact or the Union request to withdraw from the Compressed Work Schedule for the Powerhouse. Under any of these three situations the bargaining teams will takes steps in accordance with the Master Agreement. If there has not been an opt out by either employee, but there are concerns, the negotiating teams will reconvene to propose alternative schedules.

Schedules: Shift - 6:00 am to 4:00 pm without a duty free lunch

The work week will be as follows:

Shifts	Employee	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	S
1	A	10	10	10	10	Off	Off	Off	10	10	10	10	Off	Off	0
2	B	Off	Off	Off	10	10	10	10	Off	Off	Off	10	10	10	0

During a holiday week, shifts will remain 10 hour CWS. In the event of sick leave or annual leave a list of qualified staff will work their assigned schedule to cover the powerhouse's primary responsibilities, Monday through Friday. The weekends will be vacated. In the event of a long period of staff shortage due to sick or annual leave (more than two weeks) the Facilities Manager will have the authority to re-adjust one CWS during the period of shortage. During this trial period of the CWS the Union President will be notified.

Responsibilities:

Participation in the CWS may be discontinued when an employee fails to perform his or her duties at the fully successful level as defined by the performance standards and the supervisor's acknowledgment of such in the employee's performance logs.

Opt Out:

Staff that wish to change from a CWS and go to an 8 hour work schedule, must request this change in writing to the Department Head. If the employee wishes to return to the CWS, then he/she may request in writing to go back on the CWS, but will not be able to do so until the next quarterly rotation. The employee going back on the CWS will re-enter on the same day of the week that he/she elected to get out. Should a staff member elect not to participate in the 4-10 schedules, he/she will maintain a 8 hour work schedule in compliance to a 7 day a week operation. Eight hour shift will include one weekend day.

Schedules: Opt Out Shift - 8:00 am to 4:00 pm without a duty free lunch.

The work week will be as follows:

Shifts	Employee	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	S
1	A	10	10	10	10	Off	Off	Off	10	10	10	10	Off	Off	0
2	B	Off	Off	8	8	8	8	8	Off	Off	8	8	8	8	8

This memorandum of Understanding was signed on August 18, 2010.

Recommended by:

David Childress, Acting Facility Manager

Danny Payne, President, AFGE 3979

Natalie Holick, Agency Representative

Union Representative

Warden's Review:

Approved _____

Disapproved _____

J. E. Thomas, Warden