

1. Grievant(s) Council of Prison Locals, Council 33 Local 3947 representatives	2. Duty Station Federal Medical Center Rochester, MN
3. Representative of Grievant(s) Mike Squibb, Vice Presedent	4. Informal resolution attempted with Dawn Hellickson, Human Resource Manager and Brian Jett, Warden

5. Federal Prison System Directive, Executive Order, or Statute violated:
Including but not limited to, The Master Agreement, Articles 6, 7 and 11; 5 USC 7116 and 7131; 5 U.S.C. § 5596 (The Back Pay Act)

6. In what way were each of the above violated? Be specific.
SEE ATTACHMENT "A"

7. Date(s) of violation(s) DECEMBER 27, 2011 and Continuing Violation

8. Request remedy (i.e., what you want done)

1. The Union is requesting an immediate cease and desist regarding the determined actions of the agency enumerated above.
2. That all annual leave taken for representational duties changed to official time and anual leave restored
3. That all personal time used for representational duties due to the restriction of official time be paid in full to include interest.
4. That a posting stating management violated employee's rights and the master agreement and such violations will not be tolerated.
5. That any employee harmed by the violations enumerated above either be made whole, or the closest equivalent to such.
6. That all appropriate legal fees and expenses incurred in the processing of this grievance be reimbursed by the agency.
7. Any other sanctions and or remedies deemed necessary or reasonable by an arbitrator, or any other third party.

8. Person with whom filed Brian Jett	10. Title Warden
11. Signature of recipient	12. Date signed January 25, 2012

I hereby certify that efforts at informal resolution have been unsuccessful.

13. Signature of Grievant(s)	14. Signature of Representative
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Record Copy - Agency; Copy - Union Local; Copy - Council of Prison Locals; Copy - Grievant

(This form may be replicated via WP) This form replaces BP-176(37) Dated October 1984.

Attachment A

On December 27, 2011, Mrs. Parr, Local 3947 Steward, North Central Regional Fair Practices Coordinator with the Council of Prison Locals sent a GroupWise communication (official agency e-mail) to the Human Resource Manager (Trainee) Jeff Symon, at FMC Rochester, requesting 8 hours official time to research arbitrators and prepare to strike with the agency. On December 28, 2011, Jeff Symon contacted Mrs. Parr, at home informing her that the agency would be restricting the official time requested to only 1.5 hours and only after the president contacts his office and assigns who would receive the time granted, which is a violation of Article 11 section (A) (1) of the Master Agreement and also violation of 5 U.S.C. 7131 section D, which states, "*(d) Except as provided in the preceding subsections of this section- (1) any employee representing an exclusive representative, or (2) in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest*".

On December 28, 2011 Dwight Porter, President local 3947, sent a electronic communication to Jeff Symon, HRM Trainee, attempting to informally resolve the unreasonable amount of official time granted for this task. On or about December 30, 2011, Mr. Porter sent another electronic message to Jeff Symon, HRM Trainee, informing the agency due to the time restraints required by the contract, Mrs. Parr and Mr. Porter would be forced to work from home on the weekend and would be ready to strike the following Tuesday. Which violated the Master Agreement Article 11 section (C) (8), which states, "***reasonable official time will be granted to elected/appointed Union officers, designated stewards, and other representatives authorized by the Union, in accordance with this article and to the extent that official time falls within the duty hours of the Union officer, steward, and/or representative affected;***" and Article 31 Section I, which states, "***The employee and his/her representative will be allowed a reasonable amount of official time in accordance with Article 11 to assist an employee in the grievance process***".

On or about December 22, 2011, Jeff Symon HRM, trainee, sent an GroupWise communication to Mrs. Parr informing her that the agency had without notice changed her already restricted official time of 2.5 hours on December 7, 2011 to annual leave after the time had been completed. Specifically, on or about December 6, 2011, Dwight Porter, Local 3947 president requested 16 hours official time for himself and Mrs. Parr (8hours each) to discuss and prepare two (2) Grievances for Arbitration with Mike Rule, North Central Region Vice President, Prepare and Participate in a discovery hearing conference call ordered by Mario Bognanno, Arbitrator and Prepare and submit witness list for Arbitration

December 14, 2011. On December 6, 2011, Dawn Hellickson, Human Resource Manager, restricted the official time request to 5 hours (2.5 hours each) mandating this time from the hours of 0730 to 1000. On December 7, 2011, Warden Jett Authorized Mr. Porter an additional 3.5 hours to complete official duties yet required the primary Representative Mrs. Parr to take annual leave for the remaining 5.5 hours of her day and requiring Mr. Porter to complete representational duties on his own time from 2:00 to 4:00. On December 7, 2011, at about 11:30 am Dawn Hellickson, HRM sent a GroupWise communication to other management officials and time keepers instructing them to remove the authorized official time from Mrs. Parr that morning and place her on annual leave after the time had been completed and without notification to Mrs. Parr or Mr. Porter until December 22, 2011, Jeff Symon, HRM (Trainee) sent a copy of the E-mail and a demand to submit a leave request form (SF-71) for the 2.5 hours of unaccountable hours.

For more than the last 40 days and ongoing the agency has denied Mr. Porter and Mrs. Parr the ability to effectively represent bargaining unit employees locally by denying their official time. Specifically, multiple requests for official time made by Mr. Porter and Mrs. Parr were denied in part or in their entirety. By failing to respond appropriately to their requests for reasonable official time, the agency forced Mr. Porter and Mrs. Parr to conduct their representational duties at home, especially due to the time sensitive nature of most cases and hearings. This is a direct violation of Article 6, Section a. and b., which state, "Each employee shall have the right to form, join, or **assist** a labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right." ; and, "to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees in accordance with 5 USC."; and, "The parties agree that there will be no restraint, harassment, intimidation, reprisal, or any coercion against any employee in the exercise of any employee rights provided for in this Agreement and any other applicable laws, rules, and regulations"; Article 7, Section a., which states, "There will be no restraint, interference, coercion, or discrimination against any employee in the statutory exercise of any right to organize and designate representatives of their own choosing for the purposes of collective bargaining, presentation of grievances, labor management related activity, representation of employees before the Employer, or upon duly designated Union representatives acting as an agent of the Union on behalf of an employee or group of employees in the bargaining unit."

The Council of Prison Locals, Local 3947, views the denials as being based on Union-animus and a direct violation of 5 USC 7116. On multiple occasions Mr. Porter and Mrs. Parr were granted Annual Leave in lieu of Official Time, indicating their requests for official time did not interfere with the efficient running of the agency or institution. The agency's failure to respond to the Grievants forced them to conduct local union business on annual leave or on their own time in violation of the Master agreement, federal laws and established rules and regulations.

It should also be noted that Mr. Porter and Mrs. Parr reported to work in the union office after the agency denied the official time and engaged in informal resolution attempts and settlement meetings with Warden Jett and HRM Dawn Hellickson on December 7, 2011 while forced to take annual leave.

If any of the recipients of this Grievance have additional questions or need additional information concerning these allegations of wrong doing, please feel free to contact this writer.



American Federation of
Government
Employees
Council of Prison Locals 33
A.F.G.E. Local 3947



Brian Himlier, President Michael Squibb, Vice President
Michael Atkinson, Treasurer William Axford, Secretary Aaron Ellringer, Chief Steward
Sandra Parr, North Central Region Fair Practice Coordinator

DATE: March 5, 2012

TO: B. R. Jett, Warden

FROM: Michael D. Squibb, Vice President Local 3947

SUBJECT: Invoke Arbitration

In accordance with Article 32 of the Master Agreement, AFGE Local 3947 hereby exercises its right to invoke arbitration.

Issues Involved:

On December 27, 2011, Mrs. Parr, Local 3947 Steward, North Central Regional Fair Practices Coordinator with the Council of Prison Locals sent a GroupWise communication (official agency e-mail) to the Human Resource Manager (Trainee) Jeff Symon, at FMC Rochester, requesting 8 hours official time to research arbitrators and prepare to strike with the agency. On December 28, 2011, Jeff Symon contacted Mrs. Parr, at home informing her that the agency would be restricting the official time requested to only 1.5 hours and only after the president contacts his office and assigns who would receive the time granted, which is a violation of Article 11 section (A)(1) of the Master Agreement and also violation of 5 U.S.C. 7131 section D, which states, "*(d) Except as provided in the preceding subsections of this section— (1) any employee representing an exclusive representative, or (2) in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest*".

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3-5-12
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organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.” ; and, “to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees in accordance with 5 USC.”; and, “ The parties agree that there will be no restraint, harassment, intimidation, reprisal, or any coercion against any employee in the exercise of any employee rights provided for in this Agreement and any other applicable laws, rules, and regulations”; Article 7, Section a., which states, “There will be no restraint, interference, coercion, or discrimination against any employee in the statutory exercise of any right to organize and designate representatives of their own choosing for the purposes of collective bargaining, presentation of grievances, labor management related activity, representation of employees before the Employer, or upon duly designated Union representatives acting as an agent of the Union on behalf of an employee or group of employees in the bargaining unit.”

The Council of Prison Locals, Local 3947, views the denials as being based on Union-animus and a direct violation of 5 USC 7116. On multiple occasions Mr. Porter and Mrs. Parr were granted Annual Leave in lieu of Official Time, indicating their requests for official time did not interfere with the efficient running of the agency or institution. The agency’s failure to respond to the Grievants forced them to conduct local union business on annual leave or on their own time in violation of the Master agreement, federal laws and established rules and regulations.

It should also be noted that Mr. Porter and Mrs. Parr reported to work in the union office after the agency denied the official time and engaged in informal resolution attempts and settlement meetings with Warden Jett and HRM Dawn Hellickson on December 7, 2011 while forced to take annual leave.

If any of the recipients of this Grievance have additional questions or need additional information concerning these allegations of wrong doing, please feel free to contact this writer.

A List of Violations:

Including but not limited to the following provisions of the Master Agreement, Article 6, Article 7, and Article 11, as well as 5 U.S.C.7116, 5 U.S.C. 7131 and 5 U.S.C. 5596 (The Back Pay Act)

Requested Remedies:

1. The Union is requesting an immediate cease and desist regarding the determined actions of the Agency listed above.
2. All annual leave taken by Union members for representational duties be changed to Official Time and annual leave be restored.
3. That all personal time used for representational duties due to the restriction of Official Time be paid in full to include interest.

4. That a posting stating Management violated employee's rights and the Master Agreement and such violations will not be tolerated.
5. That any employee harmed by the violations listed above either be made whole, or the closest equivalent to such.
6. That all appropriate legal fees and expenses incurred in the processing of this grievance be reimbursed by the Agency.
7. Any other sanctions and or remedies deemed necessary or reasonable by an Arbitrator, or any other third party.