

MEMORANDUM OF UNDERSTANDING
COMPRESSED/ALTERNATIVE WORK SCHEDULES
Cook Supervisor
(Created 04-18-2016)

The signature on this memorandum affirms that the employee agrees to work a compressed (CWS) 80-hour work schedule. The employee understands the schedule consists of 4/10's a week, in a bi-weekly pay period. The employee will be required to work 80 hours per pay period. The employee understands this will be a drop down quarterly rotation. The Cook Supervisor position in Food Services Department will be included in the Compressed Work Schedule (CWS) as represented in Attachment A of this agreement.

During periods of Annual Refresher Training (ART), training status and federal holidays, at the discretion of the CEO, the employee may be required to revert to an eight (8) hour, five (5) day work schedule.

When an employee is in an acting capacity exceeding two consecutive days, at the discretion of management, the employee may be required to revert back to an eight (8) hour, five (5) day work schedule.

When an employee is scheduled for official travel, management will determine whether the employee will be required to revert to an eight (8) hour, five (5) day work schedule.

During emergency situations and/or periods of staff shortages, as determined by the CEO, management reserves the right to temporarily revert to the eight (8) hour, five (5) day work schedule. Staff shortages include, but are not limited to: annual leave, sick leave, temporary assignments of duty (TAD), furloughs, and staff vacancy. Staff shortages must adversely affect the operations of the department.

Leave is charged based on the number of hours of leave used, as determined by the work schedule. For example, if a whole day of leave is used on a day regularly scheduled as a ten (10) hour day, then ten (10) hours of leave would be charged.

If an employee is experiencing performance problems as determined by their supervisor, the employee may be temporarily removed from the compressed work schedule and additional training will be provided. The employee will revert back to an eight (8) hour, five (5) day work-schedule during the training process. The removal will be at the discretion of Management with supporting documentation, and may last for the duration of training.

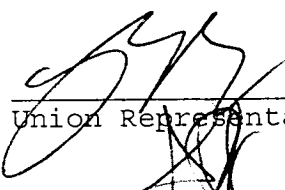
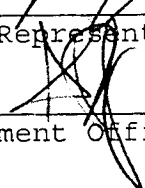
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Should it be reasonably determined that the CWS has resulted in a condition of adverse impact, the CWS will cease within 30 days of such determination, with appropriate notice to the Union and the affected individual. The employee work schedule will revert to an 8-hour, 5 day work schedule.

Probationary and transferring staff to the department may be excluded from the CWS at the discretion of management.

During the trial period, the supervisor will perform a 6-month analysis of the effective date of the to determine if the CWS results in any condition which adversely impacts the safety of staff or inmates, the security of the institution, or institution operations and/or costs.

The terms of this agreement have been completely read, are fully understood, have been freely reached, and are voluntarily accepted. Any deviation from this agreement will only be by mutual agreement of Union and Management in writing.

 4-21-16
Union Representative/Date
 04/21/16
Management Official/Date

Note:

All employees understand a CWS is strictly voluntary. If an employee wishes to return to an eight (8), five (5) day work schedule, they must normally wait until the end of the assignment quarter to make this change, unless approved by the Department Head. The employee must submit their request in writing to their Department Head. In the event an employee wishes to return to a compressed work schedule, the employee must submit a written request 30 days prior to the beginning of the next quarter.

FOOD SERVICE STAFF

RULE: CORRECTIVE


STAFF	Sun	Mon	Tues	Wed	Thurs.	Fri	Sat	Sun	Mon	Tues	Wed	Thurs.	Sat
Food Service Asst.	OFF	6-2 6-2	6-2 6-2	6-2 6-2	6-2 6-2	6-2 6-2	OFF	OFF	6-2 6-2	6-2 6-2	6-2 6-2	6-2 6-2	OFF
Warehouse Supervisor	OFF	6-2 6-2	6-2 6-2	6-2 6-2	6-2 6-2	6-2 6-2	OFF	OFF	6-2 6-2	6-2 6-2	6-2 6-2	6-2 6-2	OFF
Sick/Annual #1	OFF	8 hour	8 hour	8 hour	8 hour	8 hour	OFF	OFF	8 hour	8 hour	8 hour	8 hour	OFF
AM Relief	OFF	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	OFF	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine
Am Dine	OFF	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	9:00 am 7:00 pm Pm Dine	9:00 am 7:00 pm Pm Dine	9:00 am 7:00 pm Pm Dine	OFF	4:00 am 2:00 pm Am Dine	4:00 am 2:00 pm Am Dine	9:00 am 7:00 pm Pm Dine	9:00 am 7:00 pm Pm Dine	9:00 am 7:00 pm Pm Dine
PM Dinning	OFF	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	OFF	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook
AM Cook	OFF	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	OFF	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook	4:00 am 2:00 pm Am Cook
Sick/Annual #2	OFF	8 hour	8 hour	8 hour	8 hour	8 hour	OFF	OFF	8 hour	8 hour	8 hour	8 hour	OFF
PM FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	OFF	OFF	OFF	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC
FDC Relief	OFF	OFF	OFF	4:00 am 2:00 pm Extra	4:00 am 2:00 pm Am FDC	4:00 am 2:00 pm Am FDC	4:00 am 2:00 pm Am FDC	OFF	4:00 am 2:00 pm Am FDC	4:00 am 2:00 pm Am FDC	4:00 am 2:00 pm Am FDC	4:00 am 2:00 pm Am FDC	4:00 am 2:00 pm Am FDC
AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	OFF	OFF	OFF	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC	4:00 am 2:00 pm AM FDC
Pm Relief	9:00 am 7:00 pm Kitchen	OFF	OFF	OFF	9:00am 7:00pm extra	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Kitchen	9:00 am 7:00 pm Kitchen	OFF	OFF	OFF	9:00 am 7:00 pm Kitchen	9:00 am 7:00 pm Kitchen
Utility Relief	OFF	OFF	OFF	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC	OFF	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Pm FDC	9:00 am 7:00 pm Pm FDC
Kitchen Utility	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Dine	9:00 am 7:00 pm extra	OFF	OFF	OFF	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Dine	9:00 am 7:00 pm Dine	9:00 am 7:00 pm extra	9:00 am 7:00 pm extra	9:00 am 7:00 pm Pm FDC
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PM Cook	OFF	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm Kitchen	9:00 am 7:00 pm Kitchen	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm kitchen	OFF	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm kitchen	9:00 am 7:00 pm kitchen

Memorandum of Understanding

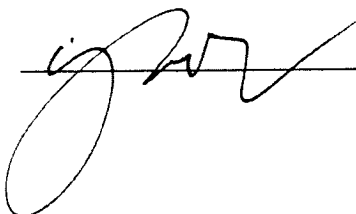
This is a Memorandum of Understanding (MOU) between the parties, FCI Seagoville (Management) and A.F.G.E. Local 1637 (Union). This Memorandum of Understanding regards procedures for Nursing Mother's Program at FCI Seagoville.

1. Management will provide a space other than a bathroom, that is shielded from view and free from intrusion from coworkers, inmates and the public which may be used by the employee to express breast milk.
2. The Nursing Mother's Room has been designated in Building 9, in the office adjacent from the Lieutenants Office.
3. Two keys will be placed inside the FCI Control Center for issue to the Nursing Mother's Room.
4. Nursing mothers will be granted compensated breaks of up to forty-five (45) minutes, twice a day, to express milk. If additional time is needed, the staff member may request Sick Leave, Annual Leave, or Leave Without Pay may be granted.
5. The space will be available twenty-four (24) hours a day, seven (7) days a week, as needed. The space will be able to be locked from the inside (which still allows entry from Emergency Response Personnel). If there is no employee with a need to express breast milk, the then the agency would not have an obligation to provide a space.
6. The space will have the following but not limited to:
 - Comfortable seating
 - Comfortable temperature
 - Half-length mirror to allow mothers to check/adjust their clothing before leaving the Nursing Mother's Room
 - Clock
 - Table or desk
 - A posted sign-up sheet located inside the Nursing Mother's Room
 - Blinds for both windows
 - A "DO NOT DISTURB" sign to place on the outside of the door while they express milk
 - Computer
7. The space will be accessible to the following:
 - Sink with hot and cold running water
 - Microwave
 - Refrigerator

G. Rosalez, AW FCI Seagoville


3/23/16

J. Bienemy, Union President


3-23-16