

FORMAL GRIEVANCE FORM CDFRM

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISON

<b>1. Grievant(s)</b>  Council of Prison Locals (CPL) C-33 on behalf of all affected bargaining unit employees nationwide	<b>2. Duty Station</b>  Federal Bureau of Prisons institutions nationwide
<b>3. Representative of Grievant(s):</b>  Council of Prison Locals (CPL) C-33	<b>4. Informal resolution attempted with</b>  Chris Wade, Chief Labor Relations Office Cristina Griffin Assistant Director HRMD

**5. Federal Prison System Directive, Executive Order, or Statute violated:**  
The Union alleges the Agency violated the Master Agreement between the Federal Bureau of Prisons and the Council of Prison Locals (CPL) C-33 including, without limitation: Preamble; Article 3, Section b, c; Article 4, Section a, c; Article 6, Sections b, (2),(3),(6)Section e; Article 7 Section b; Article 20 Sections a, Article 27. The Agency also violated 5 U.S.C. § 7116 (a)(1), (5), (8); 5 U.S.C. § 7117; (d) (2) (a), (b), (3) (a), (b) 5 U.S.C. § 5596 (Backpay Act); and 29 CFR 1614. Finally, the Union alleges the Agency violated Health Insurance Portable and Accountability Act (HIPAA)

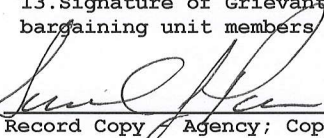
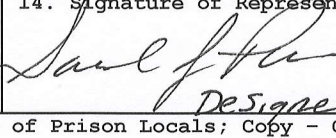
**6. In what way were each of the above violated? Be specific.** Space provided on this form is not enough room to be specific, see attached Two (2) page addendum.

**7. Date(s) of violation(s)**  
On or about March 13, 2020; March 18,2020; March 26,2020; March 31, 2020, April 6, 2020, April 13, 2020 and Continuous/Ongoing.

**8. Request remedy (i.e., what you want done)**  
The Union seeks all relief available as a result of the Agency's failure to follow the Master Agreement and applicable laws as set forth within this grievance.  
Return to a status quo ante to the extent possible, require the agency to bargain/consult with the union on procedures and appropriate arrangements for current or future pandemic responses.  
Reinstate all forced leave used by any unit staff not allowed to work and sent home due to the unilateral implementation "medical screening tool" and be placed on weather and safety leave.  
Reinstate all leave used by unit staff that were diagnosed with COVID 19 or quarantined for COVID 19 exposure for the agency failure to lower the inherent hazard within the institutions  
Reimburse all medical bills directly related to the COVID 19 exposures of staff  
Medical screening tools be properly secured and filed with notice provided to each employee affected of the location the medical screening tool was improperly filed and to whom had access to this information  
A Nationwide Posting, Attorney fees and any other remedies the Arbitrator deems appropriate

<b>9. Person with whom filed</b>  Chris Wade	<b>10. Title</b>  Chief, Labor Relations Office
<b>11. Signature of recipient</b>	<b>12. Date signed</b>

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

<b>13. Signature of Grievant(s) On behalf of all bargaining unit members Nationwide.</b> 	<b>14. Signature of Representative</b>  <i>Designee for Share Law Say CPL33 President.</i>
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**6. In what way were each of the above violated? Be specific.**

Starting on or about March 13 and continuing, The Agency unilaterally implemented several substantive changes in conditions of employment without bargaining or consulting with the Council of Prison locals 33 which directly impacted bargaining unit employees in Violation of 5 U.S.C. 7116(a) (1), (5) and (8); 5 U.S.C 7117 (d) (2) A & B, and (3) A & B by implemented required medical screening on staff prior to allowing entrance to work site utilizing a screening tool that subsequently changed multiple time sending any staff member whom did not pass the version of the medical screening at that time home on forced leave, for example but not limited to Mark Morgan, John Strain from Morgantown; Employees Ruebush, Patterson from Milan; Robin Watkins, Dustin Spina, Linette Foster, Jason Stemley from Chicago; Brian Henrickson from Duluth; James Serrano, James Davis, Lance Branch, James Pelkey from Raybrook; Jamie Weels, George Thrope from Edgefield in violation of 5 U.S.C 7116 and Master Agreement Article 6-Employee rights; Article-20 Sick Leave ; Article 30-Disciplinary.

The agency has not safeguarded the employees medical "screening tool" and is not properly securing and retaining this information required by the Health Insurance Portable and Accountability Act (HIPAA) and the EEOC in direct violation of the Law and Master Agreement Article 27- Health and Safety.

The agency continued to accept inmates from outside entities, marshals and self-surrenders, without any type of quarantine in addition the agency moved inmates in high risk areas of COVID 19 between facilities of low or no risk areas, for Example but not limited to; From New York to Allenwood, Lewisburg and Canaan, without proper personal protective equipment (PPE) without proper screening and Isolation/quarantine procedures for these inmates exposing more staff and institutions to COVID 19, in violation of Master Agreement Article 27-Health and Safety Section a. (2), Section b.(1)(2) and the Center of Disease control guidance.

In Addition the agency failed to initiate a modified lock down of inmates until March 31, 2020, further allowing the spread of and the unnecessary exposure of COVID 19 to staff working in these institutions for weeks without proper PPE or the ability for social distancing in violation of Master Agreement Article 27-Health and Safety Section a. (2), Section b.(1)(2) and the Center of Disease control guidance

The Agency ordered staff who have knowingly been exposed to the COVID 19 Virus to report to work without the required 14-day quarantine time recommended by the CDC in effect at the time approximately March 2020 to April 5, 2020 and without requiring/issuing proper PPE increasing the risk of further exposure, illness and possible death to other staff and communities, to include but not limited to Greg Darven from Elkton; Priscilla Cook from Milan; Brandon Yost, James Crawford and Art Edkin from Allenwood multiple staff at from New York, Brooklyn, Elkton, forest City and Oakdale in direct violation of Master Agreement Article 27-Health and Safety Section a. (2), Section b.(1)(2) and the Center of Disease control.

On or about April 5, 2020 the CDC changed it guidance for essential staff who have been exposed to COVID 19 be allowed to report to work if they were asymptomatic for the virus as long as they were required to wear proper PPE, the agency continues to be in direct violation of the CDC guidelines by not issuing proper PPE or requiring mask at all times of exposed inmates or staff in violation of Master Agreement Article 27-Health and Safety Section a. (2), Section b.(1)(2) and the Center of Disease control.





On or about March 31, 2020, the agency further issued a directive that all staff would now be required to be fit tested for the N95 respirator mask nationwide, mandating all staff to shave in direct violation of Master Agreement Article 6 Section (e) and without direction or protocols and without issuing the N95 respirator to staff that have properly been fit tested. The agency then refused to allow staff, after proper fit testing was complete, to wear the N95 masks at work in the performance of their duties to protect themselves and others, taking such actions as ordering staff to remove the mask or be subject to forced leave and/or discipline to include but not limited to Employees Laskey, Queen from Milan; Debra Lacey-Samuel from Memphis; James Archer Coleman; Multiple staff from New York, Brooklyn, Elkton, forest City and Oakdale in violation of 5 U.S.C. 7116(a) (1), (5) and (8); 5 U.S.C 7117 (d) (2) A & B, and (3) A & B, Master Agreement Article 27-Health and Safety Section a. (2), Section b.(1)(2) and the Center of Disease control

As a result of the agency's failure to negotiate or consult with the union, Bargaining unit members nationwide were forced to use their own accrued leave, denied much needed PPE, unnecessarily exposed to a deadly virus that caused severe illness up to death.

Further, the agency has violated 5 U.S.C. 7116(a) and committed unfair labor practices by interfering with employees' rights; making a unilateral change in policy and practice without notifying or consulting with the Union; and by enforcing rules that conflict with the parties' Master Agreement.

A handwritten signature in black ink, appearing to be "J. P. [unclear]", located in the bottom right corner of the page.