



U.S. Department of Justice
Federal Bureau of Prisons
Federal Medical Center
3301 Leestown Road
Lexington, KY 40511-8799

May 17, 2023

David Paul noted 6.20.2023
MEMORANDUM FOR DAVID PAUL, WARDEN

FROM: LMR Officials
FMC Lexington, KY

SUBJECT: LMR Meeting - May 17, 2023

The Labor-Management Relations meeting was conducted on May 17, 2023 at 9:00 a.m. in the Warden's Conference Room. The following individuals were in attendance:

AFGE Local #817

K. Griffin, President
A. Mabson, Vice President
M. Christison, Secretary
J. Dize, Treasurer
J. Young, Steward
R. Terry, Steward

Management

J. Sizemore, AW(O), Chairperson
J. Ballard, AW(P)
J. Blanke, AW(CP)
G. Skeel, Asst. HRM
P. Johnston, Captain
G. Cornish, HSA
K. Jewell, HR Specialist

Union Agenda Items:

Tabled Items from last meeting

1. AGENDA ITEM: COVID (Forced Leave) Settlement

UNION: On June 28, 2021, the agency agreed in a National Settlement Agreement to credit leave, taken by employees, required to use their own leave because of each instance of being denied entry to the facility, resulting from the screening tool. The Union is aware that some staff may have not received their restored leave and we are requesting a follow-up from Management. The Union sent a data request to Human Resources to receive all Screening Site tool forms that were filled out, by all staff, to ensure everyone has received their restored leave. The Union is also aware there are other staff that

were denied entry, or told to leave the institution, that were charged sick and/or annual leave that were not restored leave. The Union was informed of the screening tool sheets in medical that were destroyed.

MANAGEMENT: Management agrees that since the screening tools in medical were destroyed due to a water leak, they will cross reference time and attendance files to any staff member who was turned away due to the screening tool to ensure staff were not required to use sick leave. Human Resources cross referenced all staff screening tools they were given to ensure no staff leave was used; the one occurrence found was remedied. Human Resources will follow-up and send all occurrences they have to the Union.

CONCLUSION: Both parties agreed to table this item.

2. AGENDA ITEM: Mandate Overtime Credit

UNION: There doesn't seem to be any catastrophic disruption to the filling of overtime within the custody department. The benefit to the bargaining unit is a fairer process for mandatory overtime procedures. The Union would like a written agreement that details the process that is signed by both parties.

MANAGEMENT: Management agrees that there have been several instances of staff taking advantage of signing up for overtime to get their mandate, then cancelling their overtime to control where they are on the mandate list. Management agrees to modify the procedure by not marking the overtime as a mandate on the roster until the end of the shift. That will allow only those who actually work the overtime to be credited for their mandate. After Management determines if this new procedure helps, a written agreement can be discussed.

CONCLUSION: Both parties agreed to table this item.

3. AGENDA ITEM: Wound Care

UNION: The Union has addressed the issue with management about who can provide additional coverage for wound care duties. Currently there is concern that the Telemed department and the Central Clinic cannot provide the necessary coverage. The Union would appreciate the coverage to be handled the same way that it had in the past with the physical therapy department. Also, the Union would like to follow-up with wound care training for staff and certification.

MANAGEMENT: Beginning January 3, 2023, wound care responsibility moved from the Telemedicine nurse to a nursing post in central clinic. The 1st quarter nursing roster began on March 26, 2023, which included a Monday-Friday Float/CC RN who was responsible for all wound care. On 05/05/2023, the Wound Care Specialist RN vacancy was posted to USAjobs and will close on 05/26/2023. The Wound Care Specialist will provide additional training to medical staff including certification in wound care.

CONCLUSION: Both parties agreed to close this item.

4. AGENDA ITEM: Boot Program

UNION: Conversations since the last LMR meeting have taken place between the Captain, Business Administrator, and the Union. There seems to be no issue and there needs to be a decision on when to implement. It is understood by the Union that Boot Vouchers are not currently being issued.

MANAGEMENT: Currently, boots are still being ordered for those who are eligible every nine months who request them. Management agrees to implement this change at the start of Fiscal year 2024. Boot allowance will coincide with clothing allowance. Management agrees to discuss an updated MOU with this procedure that will keep the amount not specified to ensure movement with inflation.

CONCLUSION: Both parties agreed to table this item.

New Meeting Items

1. AGENDA ITEM: Treadway Issues -

UNION: The Union requests that a large dumpster be placed outside the Treadway building. The Attorneys, Lock shop staff, and the Union all have sensitive trash that should not be disposed of in a manner that allows inmate access. The roof and gutters are in poor condition. The lack of gutter downspouts and damage to gutters has resulted in large amounts of water washing down the face of the exterior bricks that allows water to seep into the interior of the structure. This causes damage to walls, window fascia, and floods the basement. The basement flooding is a big risk to the Bureau due to the fact that munitions continue to fail at a far higher rate than is determined typical by manufacturers. There is also information system infrastructure in the basement that could be destroyed and would be very costly to repair or replace. Agreements had been made to correct

simple problems in the Union office at Treadway such as turning on water so that toilets could be used, and hands could be washed. The sink in the kitchen area still has no drain and pours water into the floor. We request a bathroom with a working toilet and sink.

MANAGEMENT: Trash compactors are in place along with local procedures for the proper disposal of hot trash. Currently, there is a compactor located at the camp and two compactors inside the FMC that can be utilized. If Region and Central Office would like to pay for a dumpster they are welcome to. Currently facilities have a contract with Hamilton Alliance and they could piggy back off our contract and pay for it.

A B&F Funding request was denied from MXR on July 27, 2022. A new B&F Funding request for \$25,000 has been submitted to replace the roof and gutters. Facilities staff continue to process work orders as they are received. When the Region visits in July for the CTO program training, a visit will be done to Treadway, specifically the Armory so they can see first hand the issues our institution is facing with munitions. Management agrees this is a security and safety issue for staff and will be requesting funds to make the necessary improvements.

CONCLUSION: Both parties agreed to table this item.

2. AGENDA ITEM: Awards Process -

UNION: Article 10 section a. says that the Union will have the same rights and responsibilities as each member of the committee. The Union currently does not have the right to review all nominations that are submitted. The Union is only provided with a binder during the convening of the committee to determine who gains the selection. It is possible that some nominations are not being considered. The Union requests that a transparent process for nominations are utilized. An email proxy could be utilized so that every nomination could be viewed by every member of the committee.

MANAGEMENT: Management agrees to have all awards sent electronically only to LEX-HumanResources so that no awards are ever looked over and there is a tracible way to find award submissions.

CONCLUSION: Both parties agreed to close this item.

3. AGENDA ITEM: HVAC Conditions for Staff -

UNION: The Union requests that the working conditions related to Heating Ventilation and Air Conditioning be addressed. Currently the SHU Control office, SHU Officer's station, Comm - D Unit Officer's station, and potentially other staff offices are not being adequately cooled. The summer is approaching, and staff are required to perform their duties in a manner that could risk heat exhaustion and potentially worse health ramifications. The Union has been made aware that there are no cooling accommodations for the SHU Control office or the SHU Officer's station. It is simple enough to provide mobile air conditioning units for these areas that could be properly ventilated in a way that would reject hot air and provide cool air to the working area. Comm-D Unit Officer's station has been provided with a mobile air conditioning unit, but it has not been properly installed. It was moved to Comm-D Officer's station and vents hot air directly out of the back of the unit into the officer's station. According to laws of Thermodynamics improperly ventilating air that moves across the A/C coil will reject more heat into the work area than is removed from the work area.

Similarly, the Union has also become aware of the mini splits that were purchased last year are to be placed in the work area of Records and the Mail Room. However, the mini splits remain in the mail room and have not been installed by facilities. The Union requests these additional working conditions related to HVAC be addressed.

MANAGEMENT: Facilities staff continue to work on HVAC issues. As of today, SHU and Comm-D air units are working. Contractors were brought in May 11, 12, 15, and 16 to do maintenance on all chillers.

Air handlers for R&D have been ordered to alleviate heat issues. A funding request had to be submitted for the electrical upgrades that are needed prior to supplying power for the mini splits. This is in process and we should see resolution soon. An Emergency B&F Funding request for \$99,000 to upgrade all chillers has been submitted.

CONCLUSION: Both parties agreed to table this item.

4. AGENDA ITEM: Lunch Breaks -

UNION: There is still only one staff member, the screening site officer, who's post orders details relieving staff for lunch breaks. Per the Master Agreement it is the Employers responsibility to coordinate the lunch breaks for custody staff. These lunch breaks

should be given no earlier than the third (3rd) hour and no later than the fifth (5th) hour after the beginning of the shift. The Union still holds that it is not possible for the screening site officer to relieve each officer that is due a lunch break in the allocated amount of time.

MANAGEMENT: Management agrees to give lunch breaks to anyone who asks for one. If for some reason, the Lieutenant cannot accommodate that request, they will be compensated with over time. Staff can email the Lieutenant to let them know lunch was not given and copy the Captain to ensure that's being completed.

CONCLUSION: Both parties agreed to table this item.

5. AGENDA ITEM: Med Trips -

UNION: Officers are currently taking out an inmate with two (2) to three (3) appointments per day, per trips team. There are weeks with 15 - 17 trips per day which is not feasible. Female officers are also being treated in a manner that doesn't disperse overtime appropriately. Female trips officers are arriving at work at 6:30am to take out a trip at 7:00am. The last scheduled appointment of this trip is at 2:00pm. This doesn't allow that staff member to make it back to the institution before they are forced to work overtime. Management is forcing female staff to work overtime while not making reasonable efforts to obtain volunteers. If trips were not scheduled in this manner, no overtime would occur. Also, if there is overtime that results from a late trip, other staff could have volunteered to work that overtime slot. This schedule was known about and should not have resulted in a forced overtime but instead should be offered as voluntary overtime. Unnecessary overtime could be prevented if appointments didn't get scheduled late in the day. Not only are voluntary overtime opportunities not being announced but staff are at the same time being forced to work mandatory overtime in an unfair and inequitable manner. The town driver will be utilized for those campers who are eligible for furlough for these trips, however, there are many more campers not eligible for furlough. This puts an undue hardship on our female staff members who bid for a different post but get pulled to take a non-furlough camper to a medical trip.

MANAGEMENT: Management has worked with medical staff in adjusting scheduling for med trips to ensure adequate time for trips and movement. At times, some trips may go over or Medical Trip Officers may need to adjust their schedule to accommodate trips. This is why

Medical Trip Officers are exempt from mandatory overtime due to occasionally being held over their assigned shift. A centralized schedule for medical trips will help with this. The Clinical Director will be reviewing all provider suggestions before a medical trip is scheduled to see the urgency of the need.

CONCLUSION: Both parties agreed to table this item.

6. AGENDA ITEMS: MOUs -

UNION: During the previous LMR meeting, it was agreed that all MOUs would be placed on the Staff Only Icon for all employees to review. Only four (4) MOUs provided by Human Resources are on the Staff Only Icon. It was also proposed by the Union, that a LSA should be created to consolidate the agreements, which was rejected not by merit but by procedure. At the time, the sitting LMR Chair rejected the LSA because he was transferring and did not want to make a decision for another LMR Chair. The Union would like to address this issue again. The Union believes a LSA would promote consistency by consolidating local agreements that sometimes overlap. The Union has observed that the overlap of agreements causes confusion and inconsistency with leadership and bargaining unit staff.

MANAGEMENT: All MOU's were made available to all staff with the exception of CWS MOU's. The Union and Management had mutually agreed it did not apply to all staff and therefore did not need to be placed on the icon. A copy of all CWS MOU's were provided to the Union President. Management agrees to speak with the Union and get any other MOU's they have that Management do not have and place them on the same icon. Management agrees to revisit LSA creation once we discuss the other MOU's not held by Management.

CONCLUSION: Both parties agreed to table this item.

7. AGENDA ITEM: Female Med Escort -

UNION: The Union is concerned that proper procedures for the intake and outbound trips are not being addressed. Procedures for searching vehicles and inmates are not spoken about. This could result in large amounts of dangerous contraband making it into FMC Lexington. The Camp, being outside a secure perimeter, presents a difficult situation for maintaining safety of staff, visitors, and other inmates. By allowing inmates to travel off grounds without any search of persons or vehicles will present an increased and unnecessary risk

to staff. After the events that transpired at the camp at USP Tucson, creating an environment that lessens the safety and security of the staff, visitors, and inmates appears reckless to the Union.

The Union is aware that all female inmates are not furlough eligible. The female inmates that are not furlough eligible will still need a female staff member to escort them into the community. Since furlough eligibility requires a lengthy process for campers to be approved, consequently, eliminating the Female Medical Escort post will result in female correctional officers, regularly being pulled from their bidded post. The Union believes having the Female Medical Escort post would result in a less likelihood of an officer being pulled from their bidded post on a regular basis.

MANAGEMENT: Utilizing town drivers is authorized if the Warden approves furlough for camp inmates to attend medical appointments. If a camp inmate is not furlough eligible, a medical trip will be planned with a staff member. Management reserves the right to assign for operational needs of the facility. Starting next quarter the Medical Trip Officer for female only has been replaced with an Activities Officer. If Management sees this is not working and female staff members are being unfairly put on medical trips resulting in more overtime and more mandates for them, we will adjust accordingly.

CONCLUSION: Both parties agreed to table this item.

8. AGENDA ITEM: Restrooms -

UNION: AD of Administration made a statement while on a tour of FMC Lexington that there should be "no gender specific bathrooms". These bathrooms, according to the Master Agreement, must also be lockable. Currently this isn't the case in the A building of FMC Lexington.

MANAGEMENT: Management is unaware of guidance requiring "no gender specific bathrooms." Upon review, one non-locking toilet facility was discovered in the A building. A work order has been submitted to address this matter.

CONCLUSION: Both parties agreed to table this item.

9. AGENDA ITEM: Post Orders -

UNION: There are currently no signed pdf versions of the post orders available for staff to review.

MANAGEMENT: There are currently signed post orders available for staff to review in the Lieutenant's Office and on each post. To eliminate any future confusion, beginning the next quarter, Post Orders will be available for review on the desktop of each computer workstation. Posts such as Perimeter and other areas with no workstation will have physical post orders on sight. Hard copies will remain in the Lieutenant's office.

CONCLUSION: Both parties agreed to close this item.

10. AGENDA ITEM: MAT Procedures -

UNION: During the previous LMR, Management stated a finalized SHU process will be incorporated. The Union proposed a MOU addressing all MAT procedures to management after the agreement in the last LMR and would like to follow-up, so that the MOU can be disseminated to all staff to be aware of the process. The Union is also requesting a follow-up about the pyxis machine availability.

MANAGEMENT: The Pyxis machine is up and running for MAT. OUD is being treated like any other illness and there will be no MOU in the treatment plans. The MAT program is under continuous development and Lexington has not had its initial accreditation visit by NCCHC, therefore, we do not want to put anything into an MOU that might conflict with changes that may be mandated by the initial accreditation survey. Management agrees that the responsibility to watch the inmate take the medication will be not be the officers.

CONCLUSION: Both parties agreed to table this item.

11. AGENDA ITEM: Proposed Union Bulletin Board Move -

UNION: The Union would like to propose that the bulletin board for use by the Union that is currently on the third floor be moved to the front lobby area. When the Union office existed on the third floor of A building it made sense for there to be a bulletin board there. Now that there is no Union office on the third floor, staff will be far less likely to go find information there.

MANAGEMENT: Management suggests the Union establish a Sallyport landing page to satisfy fair notice, and where PDF's, images, and contact information can be added.

CONCLUSION: Both parties agreed to close this item.

12. AGENDA ITEM: ICT Phase I (IF Classes) Union Portion -

UNION: There have been at least two consecutive Institutional Familiarization classes that have completed without any notification being given to the Union. The Union has a right to present during these classes and would like to be given proper notice of these new employee classes.

MANAGEMENT: Management addressed that staff inadvertently excluded the Union from emails regarding two (2) ICT Phase I classes. Management will ensure the local union is included in emails relating to ICT classes and will include LEX-UnionPres to these emails.

CONCLUSION: Both parties agreed to close this item.

13. AGENDA ITEM: Augmentation -

UNION: The Union is raising multiple issues with Augmentation not being assigned properly. The Augmentation MOU set forth procedures, which both parties agreed to utilize augmented staff for custody coverage, relating to mandatory training and emergency medical trips. The Union is aware that during the previous annual refresher training, staff were being augmented to correctional officer's posts when the posts were vacant for sick leave, annual leave, LWOP, and FMLA reasons. The Union is also conscious of correctional officers creating a vacancy by being "loaned to another department" (i.e., Computer Services and Lock Shop alternates), which resulted in staff being augmented to fill those posts. Assigning a non-correctional services employee to a correctional services post for any reason other than mandatory training and emergency medical trips, is unauthorized, improper, and does not follow the augmentation procedures.

During the previous annual training staff were regularly being placed as "ART Exempt or N/A" on the augmentation roster, but not added to the augmentation rotation the following day. According to the augmentation exemption key code, management created a staff member that is coded as "ART Exempt and N/A" is responsible for the vacancy

and is required to make it up. As a result, staff did not remain in position for the next augmentation until they covered the post and augments were not being equally distributed. By observing the augmentation roster, the Union is aware "N/A" was routinely keyed when the Lieutenants could not contact a staff member. The Union understands that contacting staff for augmentation can be difficult, but the Union requests that the staff member's department head get involved with contacting their staff. This ensures fair and equitable assignments of augmentation and alleviates this issue. Management should adhere to the Master Agreement, in Article 18, section s, by notifying staff in writing and in advance of any change in assignments, so this issue can be prevented. The Union requests a remedy of implementing a roster that is posted a week in advance for augmentation.

Another concern the Union would like to address is Human Resources should be notifying the Lieutenant's Office of changes, in specific, new hires and transfers. The Union concurs, when a staff member is newly hired or a transfer from another institution, that staff member should not be responsible for an augment until a reasonable amount of time (a week) is allowed for the staff member to get acclimated before they are augmented to a correctional services post. In addition, when Lieutenants key a staff member as "ART Exempt, N/A, Exempt - New Hire" on the augmentation roster, the excel spreadsheet counts every entry as an augmentation and moves the staff member to the bottom of the list without physically covering a correctional services post. This issue continued to create an inequitable dispersion of augments to staff.

The Augmentation MOU states staff will only work the duties of the post they are augmented to, unless directed by management, at which time the staff member will be relieved. The Union raises a concern that staff who are assigned to correctional services posts are also working their normal working duty job without being properly relieved. For instance, augmented staff who have been assigned to the screening site and compound have disregarded their correctional services job duties without being relieved or held accountable. Also, the Union is aware correctional officers are being removed from their bid posts, in a selective manner, to provide a convenience to non-custody staff. Non-custody staff are hand picking priority or preferable posts by having the Lieutenants remove the correctional officer from their bidded posts, which violates the Master Agreement in Article 18, section r, as well as the Augmentation MOU.

MANAGEMENT: A review of the augmentation roster revealed that all procedures are properly followed. Any staff member marked with a N/A or ART Exempt is for tracking purposes and the augmentation is made up on the next available date they are at work. If staff are aware that other staff members are not working the augmentation post they are assigned to and vacate their post without authorization, management needs to be notified to correct and avoid a failure to report. Also, we have adjusted such as having management staff fill posts to avoid mandatory overtime.

CONCLUSION: Both parties agreed to table this item.

14. AGENDA ITEMS: Loans to other Departments -

UNION: The Union is requesting that no correctional officer shall be loaned to another department (i.e., Computer Services and Lock Shop alternates) when it creates a mandate of officers. This vacates several custody posts on the roster, which must be covered by a mandate. The Union agrees and has no issue with voluntary overtime assigned to the specific posts, but all reasonable efforts are not being made to ensure no mandatory overtime is forced on officers.

MANAGEMENT: Management will ensure all reasonable efforts are made. Management is fully supportive of alternates to enhance skill sets. Staff will not be utilized on loan during a time of mandates unless the institutional need is vital.

CONCLUSION: Both parties agreed to close this item.

15. AGENDA ITEM: Phones in Food Service -

UNION: The institutional phones in food service are inoperable, precisely, the food service warehouse, serving line, and main kitchen. Staff members located in the basement must go all the way upstairs to one of the food service office's or in the food service corridor. Often this is not feasible because there are sensitive items accessible to inmates which prohibits staff members from leaving the work area. The Union has a vast concern with this presenting a safety issue because there are several staff alone with inmates at times, which fails a staff member to have a phone readily available in many areas for emergencies such as, a no dial or 222 alarm. With the recent radio issues that have occurred at Lexington and being so far underground, the Union believes this presents an unnecessary risk with staff safety.

MANAGEMENT: Since the most recent work order, the phone behind the serving line has been fixed. Regarding the other non-operational phones, work orders have been submitted and listed as "rectify by any means necessary to provide working phone in the basement." Management will follow-up often with our communications department and Facilities Manager.

CONCLUSION: Both parties agreed to table this item.

16. AGENDA ITEM: Extra Jobs Assigned in Food Service -

UNION: The Union has become aware that management is directing food service staff members to regularly work two (2) jobs at once, to avoid from paying overtime. For instance, all overtime was required to be cancelled for inside warehouse and directed to utilize AM/PM dining foreman to receive the trains from the outside warehouse. The Union believes these are overtime opportunities for food service staff members, which they are being denied. This also reduces the number of staff in food service which constitutes a greater risk in staff safety.

MANAGEMENT: Management agreed to start authorizing overtime for coverage of food service as of 05/11/2023. Human Resources has submitted requests to increase monetary incentives to assist in the hiring of more food service workers. TOA's were explored but were denied by Region. TDY's are an option that is also being explored.

CONCLUSION: Both parties agreed to close this item.

17. AGENDA ITEM: Official Time -

UNION: Master Agreement, Article 7, section a, 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 Master Agreement further states in Article 7, section e (1): "local Union representatives desiring to perform and discharge their responsibilities must request the time from their supervisor prior to leaving the work site."

With the above considered, the Union would like to address their concern with management committing violations of the Master Agreement, applicable laws, and unfair labor practices affecting official time. The Union's official time requests are reasonable, necessary, and in the required proper method outlined in the Master Agreement. Frequently, Union representatives acting as an agent of the Union on behalf of an employee or group of employees in the bargaining unit are constantly suffering to complete their obligations because of the restraint and interference from management. Management has set forth their own procedures on how and when official time is supposed to be requested and authorized. The Union is seeking an order for management to refrain from interfering with employees' rights by properly authorizing official time for Union officials. Furthermore, the Union would like to express their intent to having officials conduct representational business after hours. Due to the use of our representatives utilizing their own time to successfully achieve representational duties, as well as the persistent restraint they are receiving when requesting official time, the Union intends to notify supervisors of beginning and end times of these official duties for potential future action. The Union custody members agree to e-mail the Lieutenant's when Official Time is requested and copy the Captain so that he can ensure Official Time is put on the roster.

MANAGEMENT: Management strives to have a respectful, working relationship with all Union officials and members. Management agrees to make all reasonable efforts to grant official time as per Article 11, Section a of the Master Agreement. Management agrees to speak with Lieutenants about approving Official Time and putting it on the roster when it is requested.

CONCLUSION: Both parties agreed to close this item.

18. AGENDA ITEM: Sick Leave -

UNION: The Union would like to address the issue with management denying staff member's sick leave. According to Article 20, section a, "employees will accrue and be granted sick leave in accordance with applicable regulations." According to the Master Agreement, Preamble, (D), "the employees are the most valuable resource to the Agency, and are encouraged, and shall be reasonably assisted, to develop their potential as Bureau of Prisons employees to the fullest extent practicable." By management utilizing the practice of denying

sick leave requests, the employees are being treated in a manner that is inconsistent with the Preamble and they are not treated as if they are the most valuable resource.

MANAGEMENT: Management agrees that this is not an appropriate practice and that all efforts will be made that this will not occur again. Management agrees that requested sick leave will be granted and a relief will be given if needed.

CONCLUSION: Both parties agreed to close this item.

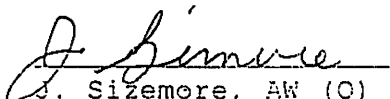
Management Agenda Items:

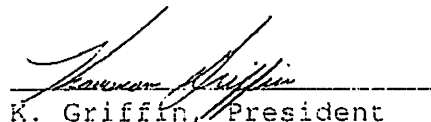
Management had no issues to raise with the Union.

Other Items:

The Union and Management have agreed to conduct LMR meetings monthly until both parties determine it is no longer necessary to assist in the timeliness of the agenda items raised.

Meeting Adjourned at 1:30 pm.


J. Sizemore, AW (O)
Chairperson


K. Griffin, President
AFGE Local 817