

AFGE Local 817

NEWSLETTER

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Current events

Local 817 brings in the new year with plenty of work. One of the primary functions of the Union is to police the statute and our contract. The Master Agreement is a document which contains employees rights within it. The Union is the “sole representative” and is charged with not only bargaining over working conditions but also enforcing those negotiated procedures. The Union endorses the concept of resolving issues related to contract administration at the least severe means possible. If this does not yield the result of a mutual compromise, the grievance process may be utilized to address the disagreement. It’s best to keep in mind that both parties may disagree, even passionately, and still maintain an overall positive and effective relationship. This is the goal of Local 817 and we believe that to be the most efficient and effective method of promoting a positive work environment for our staff.

Grievance Procedures

The Union is pursuing multiple grievances currently and is at varying points in the process for each. The goal is to always resolve if possible but several issues have remained unresolved, seemingly without reason. Hopefully, in the near future, many of these items can be corrected so that taxpayer dollars do not need to be wasted in time and litigation fees.

Timely Discipline

Several of the particulars of discipline cases are very personal and private in nature. Therefore, the Union does not discuss individual discipline cases with uninterested parties. The Union can state that it will enforce the discipline process and ensure all bargaining unit staff members rights are adhered to. Timely discipline is a constant difficulty the agency faces. Though the Union understands this issue it will not compromise by surrendering the right of employees to receive a fair and speedy trial. Fair treatment and compliance with investigative and discipline procedures will be fiercely defended by the Union. There are several of these grievances proceeding toward arbitration hearings and the Union does not anticipate a resolution prior to any hearing.

Overtime Pay for Representational Official Time

The Agency placed a requirement on the Union to provide representation to a staff member in a discipline proceeding. The hours of this proceeding were prior to the normal working hours and a Union official was requested by the agency to work overtime prior to the start of their shift to accomplish this task. The Union agreed and provided the representation. The Union official became aware they were not compensated for this work and attempted to request the error be corrected. The Warden notified the leadership in that Union officials unit to correct the issue and to this day it has not been corrected. The overtime is one hour in duration and equates to less than \$100 in pay. The cost of the arbitration will be in the thousands. The Union attempted to informally resolve, was rejected, and formally grieved the issue. The grievance was denied by the Warden. The Union then invoked arbitration. The only positive note to this case, is the fact that in Fair Labor Standards Act violation cases the Union can request a remedy from the Arbitrator that the costs associated with arbitration be covered by the agency. This is a common award in cases where the Union can establish the agency was aware and did nothing to correct the issue.

Untimely Payment of Overtime - Custody

This case is years old and has encountered a strange hurdle. This arbitration has already proceeded through hearing and has essentially been completed for years. Prior to issuing a decision the arbitrator presiding over the case quit. With the case left unclosed the Union had to work with the agency to appeal to FMCS to have another arbitrator appointed. This isn't typical and we are treading carefully through this.

Unfair Distribution of Overtime - Medical

Some of the background on this case to begin with. The Master Agreement in Article 18 outlines the requirement for overtime to be rotated among properly qualified employees in a fair and equitable manner. The requirement to maintain documentation on the procedure of overtime sign up and hiring is also present in the same Article. Medical has traditionally not adhered to the fair distribution of overtime and the Union believes that overtime is something that should be offered to everyone in a fair way. This case is like the previous one, in that the same arbitrator quit. The same procedure is being adhered to by having another arbitrator appointed.

Pulling From Bid Post

Our Master Agreement details in Article 18, when staff bid on quarterly rosters, they can “ordinarily” expect to remain on the shift and assignment for the duration of the quarter. The Union understands there will be circumstances that arise where it is unavoidable to pull someone from their post. For example, an armed emergency trip needs to be taken out and there are no other armed qualified staff except for an Officer on a housing unit. However, this has become perverted recently and the Union does not appreciate the degradation of Correctional Officer’s right to seniority. Pulling an officer from their bid post on one housing unit to another housing unit is a waste of government resources, an abuse of authority, harassing in nature, and a show of inept leadership. The Union addressed the issue with management regarding the pulling of officers without good reason. The Union argued the term ordinarily would indicate circumstances which exist in the normal course of business. It does not authorize management to violate the contract with impunity. Unfortunately, management regurgitated their classic, “management’s right to assign”. The Union responded with the firm suggestion they read the first sentence of 5 USC 7106 which establishes the right of management to assign. A disagreement persists and the Union has no choice but to defend the right of our staff to seniority. We have an arbitrator assigned and are conducting research for the case.

Overtime Opportunity for Activities Lieutenant

Our Master Agreement dictates in Article 18, once it is determined overtime must be paid, it will be filled with qualified members who normally fill the “position/assignment”. The Captain maintains he selects who works in his Lieutenants office. The Union argues if he is going to routinely fill it with correctional officers it should be done so in a fair and equitable manner. He yielded slightly by establishing his first set of requirements. Initially, he stated staff must have IDC/UDC certifications. Next, he would establish another set of standards, IDC/UDC, both ICS courses, both IS courses, and have a year of experience as a GS8 correctional officer. The Union argued there are multiple Lieutenants who are in their promoted positions who do not possess those qualifications. He proceeds still today by filling the role with randomly selected personnel who do not possess these qualifications. It is not being filled fairly and equitably. The Union will persist into arbitration for the Back Pay Act as missed overtime opportunities.

Management Preventing a Union Official from Remaining a Member of a Labor Organization

Our Treasurer Ms. Dize was not informed of an opportunity to perform the functions of her units supervisor while a vacancy for that position exists. Once she became aware and inquired the agency required her to fill out and submit a form that relinquished her role as Union Treasurer and would remove her from being a Union Member. No other staff member has been given an ultimatum like this and the Union believes it to be an attempt to prevent the expenditures of money on arbitrations. The Union will not abide by the right of its members to be represented to be undermined. This must be addressed in arbitration as it is unacceptable for the agency to dictate a staff member's participation in the Union.

Meal Period Grievance - 2023/2024

Good news from AFGE Local 817. The Grievance regarding payment of overtime for work related to denying staff duty free meal periods has been settled. We are currently waiting for the agency to agree to the terms in writing and sign our portion as well. The settlement amount in total will be \$460,000 for the time period covering September of 2022 to the current date of settlement. The dispute about the violation may be over but the work will continue as computations and administration of those funds is a very challenging task. Please be patient with us and understand we are trying to make sure the process is as fair as can be.

Unfair Labor Practice Disputes

An agency and Union have a duty to adhere to the statute. If they fail to abide by provisions of the statute it may represent an unfair labor practice. These issues seem similar to a grievance but vary in specific ways. A ULP constitutes a violation of law not a disagreement about contract administration.

Bad Faith Bargaining - Failure to Adhere to Agreements

The Union and the Agency are tasked under the statute to reach mutual compromise in matters relating to working conditions. When agreements are made both parties are responsible for abiding by them. Since the arrival of the Captain we have seen a slow degradation of the procedures used for Augmentation, overtime, assigning of posts, annual leave, etc. Each of these issues is tied to an agreement that was made. Each time an issue is addressed regarding a failure to adhere to an agreement the agency employs delay tactics. This insulates the Captain and prevents effective and efficient progress in collective bargaining. The Union will file a ULP and has already filed several ongoing related to this issue. Keeping in mind that at any time we may drop the ULP charge if an agreement is reached and adhered to.

Bad Faith Bargaining - Retaliation against Union Activity

When the Union requests to informally resolve disputes related to the Captain's failure to adhere to agreements, they ask for specific examples. When the Union, in good faith provides these examples,

the staff members initially affected by the failure to adhere, are then further retaliated against. This practice has been defended by the agency and this will result in a ULP charge once the appropriate research is completed. These actions instill a “chilling effect” and are an attempt to provoke fear for staff to engage in protected Union activity. Such as requesting a lunch break or being a grievant in that litigation.

Bad Faith Bargaining - Revoking roster access

The agency bargains in bad faith when they request the Union to provide specific examples of agreement violations, then proceeds to revoke the very roster access that was used to provide the examples. This constitutes bad faith in a few ways outside of this as well. The roster is needed to conduct research into grievances proceeding to arbitration. If we don't have the roster access the Union will be forced to show up empty handed and will have to request an adverse inference from the arbitrator. The Union will file a ULP over this if the problem is not reconciled quickly.

Failure to Provide Data

The Union, after having its access to the roster program revoked attempted to utilize its right under 5 USC 7114(b)(4) to obtain daily roster program data for the current enforcement of the roster. The request for data is denied by HR with a false statement dictating what Union officials they have decided has access to the roster. A single person is not capable of conducting research into the vast array of contract violations for arbitration and being tasked with reviewing daily rosters as well. The agency is required to provide this data and is using the refusal to provide data as another tactic to prevent the Union from effectively representing its employees. We will file a ULP over this should the data not be provided in a timely manner. It is important to note a specific case here 42 FLRA 1002. Even though the agency asserts the Union has access to it, FLRA has determined this does not satisfy the requirement to provide that data to the Union regardless.

Bad Faith Bargaining - Failure to Negotiate

Changes to medical were proposed and the Union began the bargaining process. Submitting proposals was met with a response that didn't make any sense. The Associate Warden notified the Union there was no duty to bargain because, “management has the right to assign”. Then he states in the same response he would be happy to entertain Impact and Implementation. Oddly, Impact and Implementation is bargaining. The Union, seeking clarification, attempted a dialog with the Agency and has received deceitful responses and a refusal to address the substantive issues. This will likely end in a ULP charge if bargaining cannot be conducted.

Union Animus - Management Assisting Members from Revoking Union Membership

Only two people in the Union have access to the AFGE Roster containing all dues paying members information. The Master Agreement requires this document be referenced in order for the timeliness of an exit from Union Member status to be verified. The Agency conducted payroll deduction research to gain the anniversary date of an employee, which was disregarded anyway, to allow them to revoke Union Membership. No bargaining unit staff member has access to any other employees payroll

records in this manner. The Union addressed the issue with personnel and a verbal agreement was made to establish procedures to ensure the process was completed without error. The agency requested the Union provide it in writing. Upon receipt of the proposal they rejected it summarily without counter. This was all a delay tactic and in response to the bad faith the Union will file a ULP on various grounds.

Collective Bargaining

Augmentation - Correctional Services Relief Roster

The Union has remained at odds with management since the arrival of the Captain when it concerns augmentation. The disagreements have been addressed in a constant nature. Seeing the result of the Union's attempt to informally resolve these disputes has failed, it seeks to find a new way to conduct augmentation. The Union sees no reason why bidding for posts could not satisfy the vacancies created by mandatory training. This provides for another use of seniority, gives greater control to the staff, still fulfills the mission of the agency, takes away much of the ability of mismanagement, and simplifies the process of augmentation for the Lieutenant's office. The Lieutenants have a demanding job without adding the daily crush of augmentation. Taking the training component away from them would place only the burden of filling emergency medical escorts onto the lieutenants. The Union sees this as an opportunity of partnership to ease the burdens of management while simultaneously increasing the quality of life for staff. An agreement was made to conduct a trial run of a version of that idea. Not many staff volunteered for those assignments but communication is requested by the Union. Those vacancies exempt a staff member from daily augmentation during the training period for this trial run. The Union likes the concept of having a bid for the first six months of the year that exempts a staff from med trips augmentation if they do a week augmentation during ART. For the second six months of the year the same procedure for firearms. We are early in the process for this but would enjoy ideas and criticism. Feel free to email eboard.local817@gmail.com.

Augmentation Medical

Regardless of a ULP charge related to this issue the Union believes the original idea presented by AW Blanke is not a poor quality idea. The responsibility to bargain in good faith will yield more efficient results due to the fact line staff have a greater understanding of what is required to complete the jobs. The Union believes nursing is the backbone of medical and should receive help if staffing gets critical. The procedures it submitted in proposal seek to only ensure a fair and equitable distribution of these responsibilities. There is nothing wrong with having a contingency plan for a staffing crisis and medical care in a prison is a very contentious issue. We should take a highly calculated approach and ensure the greatest degree of care possible can be maintained while also not impacting the quality of life for our staff in a detrimental way.

Closing Statements

The Union would like to encourage a positive discourse. Rumors have abound ranging anywhere from the Union being called Jews and Training police to being actively disparaged against. This violates the law and is seen as a personal attack. In an effort to find resolution the Union does not seek to increase hostility or tensions. It will use its processes where it needs to in an effort to defend its members. The Union however, under my leadership, will continue to keep the door open. Ego can quickly erode these problems and only our staff will suffer for it. This is contrary to Unionism and I will not abide by it. We will take the negativity and instill our own neutrality, seeking only to correct wrongs, and defend our staff. I do not wish to participate in politics or mud slinging. I respect our leadership even if we disagree. The hope is always focused on genuine partnership in an effort to more efficiently accomplish the mission of the agency while at the same time propping up our staff as the most valuable resource and treating them as such in their working conditions.

Please do not hesitate to approach our team to dispel rumors. It is easier to come straight to the source even though it may not be as fun as playing in the fantasy of it. As Federal Law Enforcement Officers we are one team with one mission. We must remain committed to our core values of Respect, Integrity, and Correctional Excellence.

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