

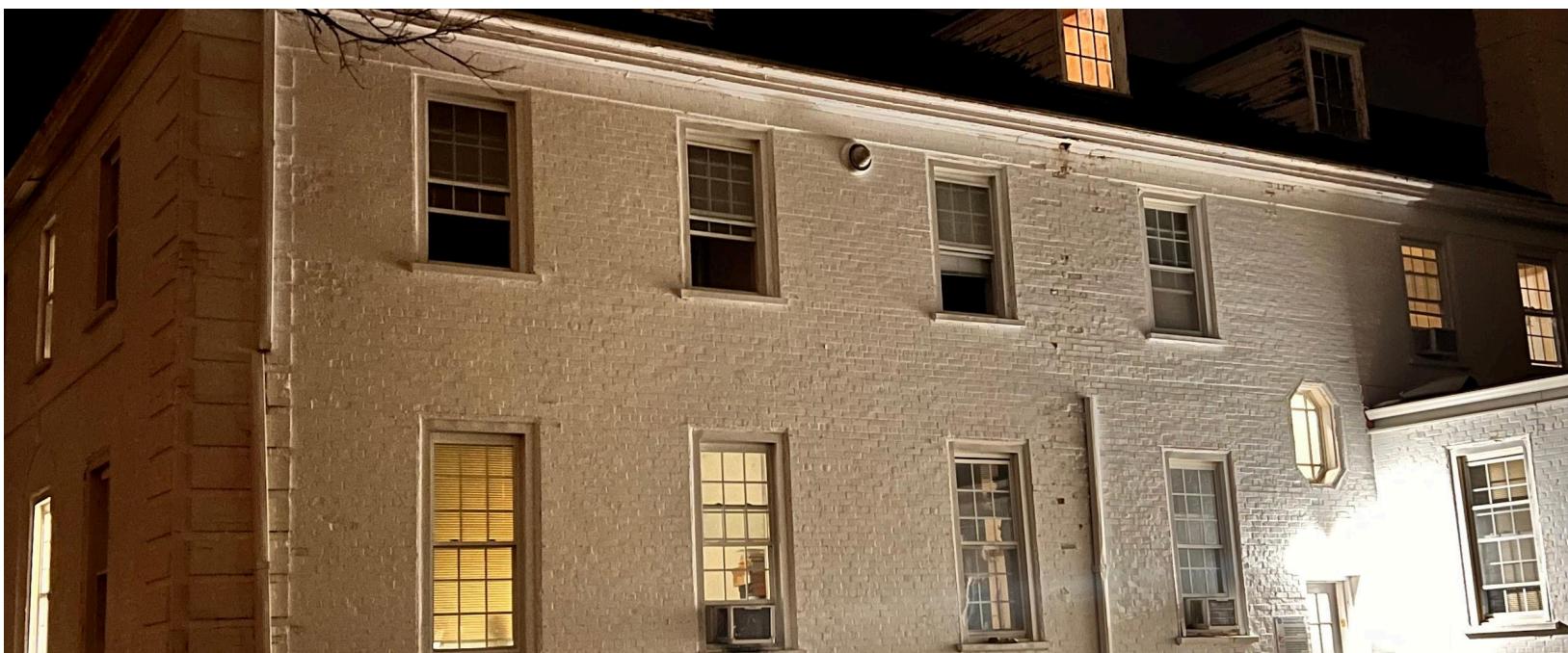
# AFGE Local 817

# NEWSLETTER

February 2024

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## Current events

Local 817 continues our work with a busy February. Numerous issues have presented themselves throughout the month. 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.

## **Legislative Meetings**

AFGE Local 817 had many productive meetings with Congress in the month of February. One of the issues that has been asked about a lot was addressed in a big way. The rest of the US locality pay rate has been attacked through “regulatory means” in the past, repeatedly unsuccessfully. The Council of Prison Locals had a bill introduced into Congress that would eliminate the Rest of the US locality pay rate for the BOP, and encompass institutions within 200 miles of the nearest locality. That would put Lexington into the Cincinnati locality. This effectively raises the bar from addressing the locality in a regulatory manner to raising the issue as a law. Regulation is derived from law and thus changing the law will alter the regulations tied to it. This law is only effective, if it passes, for the Bureau of Prisons and it will have bearing on both GS and WS employees. Our meeting with Congressman Andy Barr’s office went really well and he expressed he didn’t believe the locality pay rate was enough of a raise for the Corrections staff at FMC. I pitched increasing the pay bands from 5/6/7/8 to be commensurate with other law enforcement such as has been done in the past with park rangers and recently with TSA. Raising Correctional Officers to a pay band of 7/9 at least would be the first goal. Ideally we could become equivalent with deputy Marshall’s, border patrol, ICE, DEA, ATF, and FBI by going 7/9/11 but the impact on the Congressional Budget is much harder to overcome because we have a large body of %’s.

Local 817 also made stops in lawmakers offices outside of our state. Typically this isn’t permitted as we do not reside in their congressional districts. The boldness paid off and we made stops in Congressional Offices in Tennessee and North Carolina before we ran out of time. Both sides of the political aisle agreed, for different reasons, with all of the issues raised. Democrats expressed a change in sentiment when it came to the bill that would end the use of SHU programs. Local 817 expressed that this would be reckless without at least a replacement but instead recommended having a pilot program at a few institutions first, test their success rates, expand the program, then stage out of SHU if that was seriously their aim. They agreed and decided this would not be constructive for the Bureau nor would be beneficial with a constituent group growing less tolerable to rising crime rates. Republicans, typically against increases in spending, showed support for pay increases for other reasons.

Fentanyl sentencing is less bipartisan but shows a lot of support from the right. Democrats see it as a self preservation measure to mitigate shrinking prison populations by increasing sentencing for fentanyl. There’s not a lot to deter the use of fentanyl but this is at least an attempt at doing something. It will at a minimum garner attention for the issue. Local 817 explained the mail program for scanning and emailing letters failed in large part due to staffing.

There are many bills but in an effort to not overwhelm the lawmakers, and gain support for the highest priority Local 817 stayed the course with pay as the largest issue. All other issues are tied to staffing. Staffing is poor because of pay disparity and the fact that the Bureau of Prisons consistently ranks as

the worst federal agency in the entire government service to work for. Those two issues together can only present unmitigated failure.

## **New Guidance on Mandate Refusal Cases**

SIA's have been advised, if a staff member can produce some form of medical documentation, such as a doctor's note, for the rationale of refusing the mandate, the case will be thrown out. The Union, at this time, would like to encourage staff to know their rights. It is advisable to review 5 USC 63. The Union will address issues related to this moving forward and put out information to staff as it becomes available.

## **Institution Climate Survey**

The Union has been advised there is an Institution Climate Survey that will take place at FMC Lexington soon. Executive staff have communicated with the Union that they appreciate honesty. Things have been difficult and they don't expect sugar coating, however exaggerating negatively isn't productive either. This is an instance where the Union would encourage staff to come at the survey prepared, with factual issues, rather than subjective opinions. It is difficult for a survey to yield any results if the only input provided is opinion. Objective, fact based, communication can yield a positive effect for all staff though. Take advantage of the opportunity and please keep in mind, the opportunity is a way to improve and less a means to beat up on specific individuals.

## **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. A newer timely discipline grievance is likely, yet has been slowed by the agency admitting the failure to provide evidence. The Union encourages all

who face discipline to either request Union representation or know your rights. If the staff in question wasn't aware this discipline would likely have gone poorly for them even though there was a complete lack of any proof to substantiate. The Union would like to express its concern for sentiments people feel. Many have said, "I'll just go speak my piece and the Warden will respect that and treat me well". This is contrary in large part to labor law. The Seven Tests of Just and Sufficient Cause, by Elkouri and Elkouri, and The Douglas Factors, from Douglas vs. VA are the legal framework of discipline. If you don't have a firm understanding of these principals it is an infinitesimal possibility for you to succeed in addressing them in an appropriate manner as the law says the just cause MUST be established and, though not all Douglas factors may apply, those that do MUST be evaluated. All of that against an agency of the executive branch who can make a decision, that is contrary to law if it pleases, leaves staff with only a small handful of options to appeal. EEO, MSPB, or grievance/Arbitration. The law would have arbitration as the right of the sole representative/Union. Another reason why everyone can benefit from the Union.

#### 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. This issue is one that wastes time, and resources. Other executive staff have expressed their discontent with how this issue clearly could have been corrected prior to getting to this high of a level. Now there are legal fees associated and damages that will be calculated. Again, this is unfortunate.

#### 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. This issues still remains in February however the agency has responded with their agreeance on a procedure.

#### 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. The same issues remain with the grievance as well as the untimely payment mentioned above.

#### 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.

In light of recent circumstances, the agency has made an attempt at obfuscating the Union’s right to conduct research as it is required to do under the law 5 USC 71. The agency has removed the roster access from the majority of the Union personnel. The Agency has also refused to provide data related to requests made under 5 USC 7114(b)(4) which it is required to do under that law, also supported by FLRA rulings

“The Judge found, and we agree, that the Respondent's offer to allow the Union to review the documents did not satisfy the Respondent's duty under the Statute to furnish such data to the Union.” (42 FLRA 1002)

If staff believe they’ve been pulled from their bid post for reasons other than justifiable circumstances, they may submit their roster, printed as a pdf, via email: [eboard.local817@gmail.com](mailto:eboard.local817@gmail.com)

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. The Union is conferring with lawyers in regard to taking this case as the Union has done with the Meal Period cases in the past. If the calculated damages are large enough to justify the Union is likely to conduct the same strategy here. Again, with the agency restraining the Union’s access to the roster program and rejecting data requests required under 5 USC 7114(b)(4) research is challenging and very time consuming. If staff would like to submit information to the Union for assistance they may do so by emailing: [eboard.local817@gmail.com](mailto:eboard.local817@gmail.com)

#### 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. Arbitration hearing is set for March. Final research, witness preparation, and strategy is being conducted. The Council of Prison Locals, Mid-Atlantic Regional Vice President, Rick Heldreth has taken an interest in the anti-union activity at FMC Lexington and has agreed to provide assistance with this specific hearing and other issues related.

#### 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. The settlement agreement has been signed. The settlement amount in total is \$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 disbursing of funds proceeds. The time period for calculations, revisions, and corrections is over. Tax forms must be created and sent to the IRS and checks should be mailed out soon. Staff should pay attention to their payroll as well because there will be two forms of payment under this settlement. One check will be mailed and the other will be a payroll correction on the normal means of processing deposits for payroll.

## Quarterly Bidding UNICOR Centralized Accounting

The Union has attempted to find a workable solution for years with the management of the Centralized Accounting Department for a quarterly bid. In the past, there have been enough staff that duties were assigned by management as they saw fit. With the drastic shift in staffing levels, duties have begun to pile up and seem to become constantly shifting. The Union, seeing its continued effort to correct this problem informally ignored, initiated grievance procedures. The Master Agreement gives the staff the right to have assignments formulated to bid on. This will give staff, who may be less favored, the ability to gain experience in job duties that could enrich their résumés and provide opportunity. Simply working the same tasks for potentially an entire career, then also taking on extra responsibilities is irritating and stressful at the minimum. When you view this issue from the top down we see mounting workloads being neglected by staff due to shortages, those neglected workloads being selectively applied to staff in an unfair manner. This needs to be corrected and it is the aim of the Union to create a quarterly bid schedule that provides a fair structure and mobility for staff.

## 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, the agency asks 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 has resulted in a ULP charge. These actions instill a "chilling effect" and are an attempt to instill fear in staff who engage in protected Union activity. The agency has insulated management staff who threaten Union activity, such as ordering a staff to work overtime if they are a Union member, or calling Union members Jews as a way to harass

and instill shame for individuals to be associated with the Union. The FLRA attorney tasked with this case at the Chicago regional office spoke with their Regional Director and they feel the FLRA panel will have no issues ruling against the Agency in this case. The regional director even went far enough to claim it is likely the agency will want to settle as they will not want this behavior, and the protection of it, being publicized. The Union agreed settlement is always the best option if the parties can agree to the terms and move past the issues in a positive manner. The Union is disappointed that it had to rise to this level in order for there to be accountability. There were so many opportunities for the agency to correct these issues at a very low level, which would have saved time and taxpayer dollars, not to mention the stress on staff caught up in the middle of the issues. There are never any guarantees in these processes and even though the outcome looks very promising for the Union, we will not gloat and we won't assume victory. This is simply a process to correct a wrong and move forward. The Union continues to hope for more positive relationships in the future.

#### 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 is filing a ULP over this when the manpower is available. The statutory limitation on ULPs is six months. In an effort to lessen the impact on the roster the Union attempts to balance these timelines in order of when they are due. Even with the filing of the ULP the agency could simply resolve this issue by restoring the Union's access to the roster so that it can conduct research into numerous contract violations as well as monitor the roster on a 24/7 basis to maintain integrity of the fair and equitable processes tied to it.

#### 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 are filing a ULP over this but would be willing to drop this issue entirely should the agency simply restore the Union's access to the roster program so that it may obtain its own information instead of burdening HR and correctional services staff with it. 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

The Union would like to express its appreciation of Associate Warden K. Blanke. In the January LMR meeting, Mr. Blanke made decisions, took ownership of issues that resulted in forgiveness from the Union and proceeded with improving working conditions for staff moving from that point forward. Mr. Blanke also stated he would be happy to bargain impact and implementation to ensure a fair and equitable process prior to implementation of any medical augmentation procedures. This is what partnership looks like. The Union is not a weapon to beat up on management. We are most effective when we respect the mission management is tasked with and we advocate for the working conditions of our staff. Mr. Blanke displayed this effort and the Union recognizes that. As a result of these actions there is no reason to proceed with any ULP on the matter as it is resolved for the time being. The Union would like to think if there were issues in the future it won't rise to that level as it is unnecessary.

#### 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. The Union spoke with the FLRA attorney assigned to this case and found the attorney believed there were strong grounds for this ULP as well because the process tied to Union membership is covered by the statute under 5 USC 7115. The FLRA attorney explained the agency has violated the statute and there isn't any need to prove intent or address the level of access to the AFGE roster. The Union regrets there couldn't have been a simple agreement, such as the one that was verbally agreed to, that could have remedied this issue before it rose all the way up to the FLRA panel.

## 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. The idea will ultimately be staff bid on two weeks of training coverage augmentation, then are exempt from emergency medical trip augmentation for the year. We are early in the process for this but would enjoy ideas and criticism. As the President of the Union, I would also like to publicly state something I've been asked about a lot. I support the concept of placing facilities staff on the exempt list. There are other departments I feel the same way about such as SIS and the lock shop. Even R&D on airlift days creates dangerous situations. In collective bargaining we don't always get everything we want, but we have to try anyway. Feel free to email [eboard.local817@gmail.com](mailto:eboard.local817@gmail.com).

#### Custody Mandatory Overtime

January saw a lot of issues surrounding Mandatory Overtime Crediting. Ultimately the Captain took an ego trip and decided to revoke the entire concept of ascribing credit for mandatory overtime for anything other than a staff member being ordered to work overtime. The Union will never abide by this as it is beneficial in no way to the agency and only functions as a detriment to the quality of life for our correctional officers. The Captain put out an email directly to all correctional services staff informing them of his unilateral implementation of his procedures without negotiating with the Union. He put a deadline of February 1st to implement in that same email. On the final day of January, Associate Warden Kirby contacted me to attempt to find a solution to this problem. He stated they were going to give credit to officers for "list-exempt" overtime and would also allow people to split shifts, something they already had the right to do. The Union requested if management put something out to the staff that they mentioned this would take place until either party invoked bargaining. They did so in their email but specified in LMR. The Union will address the issues related to the new procedures in LMR. I would like to outline some of them here. First, it was brought to my attention there was an issue with the consistency of this procedure entirely. Some lieutenants still give credit for overtime as it had always been done, by giving credit for any overtime, list exempt or not. Second, a clever work around was brought to my attention. Staff can sign up on the list, take an overtime, wait until 30 minutes before the end of shift, cancel the overtime, wait for the all call, retake the now list exempt overtime and just get credit for a mandatory overtime anyway. This just places an ignorant amount of work on officers and lieutenants. And finally, the crediting of a mandatory overtime for split shifts is inconsistent. Sometimes only the first four hour shift is credited with a mandatory overtime and the second is not, but then sometimes both four hour shifts are credited with mandatory overtime. One person reported that a lieutenant couldn't give mandatory overtime for the second four hour shift because the roster program wouldn't allow it that far in advance. I'm not sure if this is accurate information but lends itself to illustrate the entire concept of collective bargaining.

Management is typically ignorant of the granular details of what workers do and deal with on a daily basis. When they craft procedures unilaterally they often fall flat and are not efficient. This is a perfect example where collective bargaining and partnership could have overcome egos and presented a stronger environment with better working conditions for all officers. The Union intends to proceed into the February LMR and address these points. If management is interested in returning the rights of our officers will have no need to proceed with any further action. If they do not agree to this, the Union will insist they follow the MOU regarding Mandatory Overtime which states, any overtime in excess of one hour will be credited as a mandatory overtime. That places more work on lieutenants than is necessary when they could just credit the mandatory overtime at the time they hire it. Instead they'll have to take calls from officers requesting their mandates one hour into the next shift. When there is no reason to not execute a procedure, and it assists everyone involved, allowing the Captain to assert his ego and hurt feelings to the detriment of all involved is unconscionable.

#### LMR

Please be advised, LMR meetings are typically held on the fourth Tuesday of each month, unless both parties mutually agree to change the day. This is convenient as it is immediately preceding the regularly scheduled Union meeting, which will be held at 4:15, in the second floor of Treadway on the southern wing of the building. There will be numerous issues raised in the LMR meeting but the Union is interested in closing many of the items that have remained on the list for a long period of time. If staff would like to submit issues to be addressed in LMR, a great way to raise issues in an extremely low level way, staff may do so by emailing: [eboard.local817@gmail.com](mailto:eboard.local817@gmail.com)

The Union would also like to address concerns it has heard around LMR. The LMR meeting is not considered collective bargaining, it is not “filing” of grievances or ULPs, it is not an EEO, or even a workers compensation issue. LMR is designed as a platform for both the Union and Management to get together as a team to address issues that can be solved in very informal means. It is an exercise in partnership.

## Closing Statements

The Union would like to address an issue related to something important but will be vague for a multitude of reasons. The Union believes it is important to assert, there are two bodies who do investigations and solely those two. Line staff, supervisors, even Wardens do not conduct investigations. Doing so can and will undermine the subjects right to due process and could destroy the case entirely. There isn't a person present at FMC Lexington that I would believe could support actions related to illegal activity. It is important those issues and/or individuals are removed expeditiously. When line staff, supervisors, or even Wardens conduct investigations, or obstruct justice it ONLY undermines the investigators efforts to remove those individuals and could potentially allow that individual a defense. This not only hinders the efforts to rid FMC of these issues but serves to make us all look ignorant and ill prepared. The two bodies who investigate are the SIS/SIA for obvious reasons related to their very specific job duties, and the Union ONLY as it relates to labor issues tied to

bargaining unit staff. The Union is authorized by the statute and the Master Agreement to do so however it takes the role very seriously. There is a fine line between defending someone's rights and interfering in an investigation by the agency. It is up to the Union to know its rights and limitations. You better believe the Union will be held accountable if it violates this small and sometimes fuzzy line. It's the same as how the Union would hold an investigator accountable if they were to violate a staff's right in an investigation. Please be aware there is a procedure called an examination. If, for example, a Lieutenant becomes suspicious of two officers counting but not standing point, he may ask clarifying questions related to that incident. The proper procedure related to that issue would be for the Lieutenant to write what they know into memo form and submit it to be referred for investigation by the investigative office. Lieutenants have a difficult job and sometimes finding the line between examination and investigation is nearly impossible. However, know your rights and responsibilities and please don't undermine any investigative office's efforts. Prison is dangerous enough as it is. No need to increase that danger by destroying the integrity of investigations.

You may contact the Eboard in general by emailing: [eboard.local817@gmail.com](mailto:eboard.local817@gmail.com)

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