



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

March 26, 2024

MEMORANDUM FOR DAVID PAUL, WARDEN

FROM: LMR Officials
FMC Lexington, KY

SUBJECT: LMR Meeting - March 26, 2024

LMR was conducted at 12:30 p.m. in the Warden's Conference Room. The following were in attendance:

AFGE Local #817:

K. Griffin, President
A. Mabson, Vice President
J. Dize, Treasurer
M. Christison, Secretary
H. Simmons, Steward
S. McDaniel, 2nd Vice President

Management:

J. Sizemore, AW(O), Chairperson
C. Kirby AW(P)
K. Blanke, AW (CP)
J. Lawson, Captain
S. Joyner, Human Resource Manager
A. Reed, Assistant HRM
J. Cser, Lieutenant

Old Business

Union Agenda Items:

1. Nursing Shortage

The Union is aware of the utilization of non-clinical staff nurses for clinical staff nurse duties and still expresses support to discuss set procedures to allow for a consistent practice and a fair and equitable process for these duties now that the ADON has been hired. Management agreed to follow up in March and the Union is requesting an update.

UNION:

MANAGEMENT: Management will not be assigning non-clinical staff to staff nurse duties. Nursing Certificate has been requested.

Recruitment flyers have been sent to all Kentucky nurses state wide by Health Services Department.

CONCLUSION: Both parties agreed to close this item.

2. MAT Program

The Union is requesting an update regarding the anticipated timeline for implementing pharmacists' dosing within the MAT program. Both parties agreed the nursing department is short staffed, and the Union requests an update on when the pharmacy department can assist and alleviate some of their duties.

UNION:

MANAGEMENT: Management is discussing that the MAT program duties will be split between Wound Care Nurse and the Pharmacists.

CONCLUSION: Both parties agreed to close this item.

3. Training Center Cots

Management has communicated the training center cots are designated solely for emergency use through CST. The Union seeks alternative solutions to address the issue of overworked staff who may find themselves too exhausted to drive home safely.

UNION: The Union has requested to potentially have review for a case by case basis for those officers who are on doubles, etc.

MANAGEMENT: Training Center cots are being used for emergency situations when the Warden requests it.

CONCLUSION: Both parties agreed to close this item.

4. Mandate Credit

The Union stands by any overtime worked at least one (1) hour in duration, to include overtime roster sign ups, voluntary, all call, and involuntary overtime, as it is in the current MOU should be adhered to. The Union has been made aware some Lieutenants are following the previous procedures and some are following the new procedures implemented by management, which creates an unfair distribution of mandate credits. The Union reiterates the quality of life for officers and morale improved throughout custody when the

agreement was followed, and mandate credit was given to all officers for all overtimes.

The Union is aware management declares there is a burden on the Lieutenant office to follow the procedures. Instead, management set forth the following new procedures in an email to custody:

Considerations for mandate credit will be given for the following reasons:

A staff member is permitted to contact the following shift and request the officer split the shift. If both officers agree to split the shift, both parties will be granted a mandate for the shift. If both officers agree and the shift is split both officers will be required to work a minimum of (4) hours of the shift each. If a staff member contacts the Lieutenant's Office to volunteer for overtime after the Lieutenant has exhausted the volunteer sign up list and three announcements have been made, the staff member will receive mandate credit for volunteering for the shift.

The Union is perplexed by how the recently implemented procedures from management seemingly fail to alleviate the workload on the Lieutenant's office. Despite these procedures being considered for mandatory implementation, the same or further workload exists for Lieutenants within the roster program. The burden remains unchanged for Lieutenants, whether following management's approach, which grants credit only for split shifts and all calls, or the officers' preference of awarding mandate credit for all overtime. In both scenarios, the Lieutenants are required to make identical adjustments.

Also, the Lieutenants have added to their workload by only giving credit after three announcements have been made, before assigning a mandate credit. Officers were more inclined to sign up and volunteer for overtime positions, knowing they could receive mandate credits. The current practice necessitates unnecessary work by Lieutenants to force mandates instead of allowing officers to volunteer.

The Union contends that discontinuing the mandate credit overtime procedures is not justified by a burden on the Lieutenant's office. Instead, it posits there might be undisclosed reasons behind this decision. Seeking clarification, the Union aims to enhance the overall quality of life for officers and requests a follow up to this matter.

UNION: The Union is hearing that inconsistencies are happening within the front line management, dealing with voluntary and mandate overtime. The Union is concerned that the guidance is not being followed that was previously put out.

MANAGEMENT: Management agrees that consistency should be followed. Management will remind the Lieutenants to keep everything consistent.

CONCLUSION: Both parties agreed to table this item.

New Business

Union Agenda Items:

1. Perimeter Road Signs

In September's LMR, management agreed to acquire new, larger signage to prevent civilians from entering Perimeter Road. The Union promptly provided management with a thorough list of recommended sign locations and the required content to enhance visibility for visitors. The Union has been made aware the signs have arrived at the facility and now requesting an update on the anticipated completion of the installation.

UNION: The Union is aware that the signs have been ordered and received.

MANAGEMENT: Management is aware that the perimeter road signs were picked up by facilities staff. Management will follow up next week with facilities to find a date to put those out.

CONCLUSION: Both parties agreed to table this item.

2. Training Center

The Union is seeking an update on the installation of the ice machine at the training center for staff.

UNION: The Union agrees that the floor needs to be completed prior to installing the ice machine.

MANAGEMENT: Management will be following up with Employee Development for an installation date for the ice machine. The tile must be taken up after Annual Training is over and then the ice machine can be installed.

CONCLUSION: Both parties agreed to close this item.

3. Visitor Parking

In November's LMR, the Union expressed concern to management about the lack of a designated area for visitors, preventing them from parking next to staff vehicles. Management agreed to allocate the farthest section of the parking lot for this purpose. The Union is seeking an update on when this will be implemented to finalize this arrangement.

The Union is requesting signs to advise visitors of their designated parking area.

UNION:

MANAGEMENT: Facilities has made an order for the paint to restripe the visitor parking lot. The parking will be updated once the weather permits.

CONCLUSION: Both parties agreed to table this item.

4. Lunch Breaks

The Union requests direction to be sent out regarding the administration of lunch reliefs to be consistent with the Master Agreement. The Union is still aware of staff not being provided lunch breaks who work 8.5-hour shifts and are not compensated.

The Union has been made aware, instead of compensating staff when management fails to provide staff with a lunch break, they are implementing a roster with all posts with strait 8-hour posts in an effort to "fix" the lunch breaks. The Union has made management aware various times their decision to make all posts 8 hours, violates the Master Agreement. This also only changes a lunch break issue into a portal issue, it doesn't fix anything. The previous portal issue at Lexington had individual awards of greater than \$30,000. This isn't a fix, is only a worsening of the situation, and is a wasteful approach to "fixing" the problem. The Union argues the Master Agreement already contains the solution, management just doesn't want to follow it.

UNION: The Union is requesting an update on two posts on the new roster, they are both listed as 10 hour shifts. The Union's concern is that this should be negotiated for the position. The Union is also concerned about the portal to portal issues in the past that were corrected with the half hour lunch break.

MANAGEMENT: Management is changing the work day for correctional officers to straight eight hour shifts. Management will review quarterly roster for the Captains Secretary and Time and Leave Clerk.

CONCLUSION: Both parties agreed to table this item.

5. Medical Trip Assignments

The Union is concerned by the unjust practices observed in the assignment of officers to medical trips for a day or longer by management. Management's claim of officers assigned to medical trips for a day are exempt from overtime is inaccurate. The MOU clearly specifies officers are only exempt from mandatory overtime when assigned to medical trips for the quarter. Misinformation relayed by the Lieutenant's office to officers has resulted in unfair and unequal distribution of mandatory overtime and unjustified loss of mandate passes.

UNION: The Union is concerned about who will be doing the Medical Trips for the next day. The Union is also concerned about the accountability of who will be doing this position and getting these medical trips organized and sent out.

The Union is concerned about the early trips that are taken out. There is also a concern about females being taken off their bidded post at a higher rate, as well as armed officers being taken off their bidded post. The Medical Trip Equipment accountability is another concern. Public safety with junior staff is also a concern.

The Union has found that there are instances where officers are listed for Medical Trip Officer for the day, they are being exempt from mandate. This should only be for the quarter.

The Union disagrees with the two different distinctions of the sick and annual posts presented.

MANAGEMENT: Management has added twelve sick and annual posts, Monday through Friday. Management will be putting out new post orders.

CONCLUSION: Both parties agreed to close this item.

6. Custody Mandates

The Union has made management aware of inequitable distribution of mandates among staff when officers are held late on their posts due to delayed reliefs. This has resulted in some officers being unfairly mandated out of turn for consecutive days. Instead of adhering to the sequential order in which the mandate list is generated, Lieutenants are neglecting to implement mandates in the appropriate sequence.

In the absence of volunteers, the mandate list should be utilized, specifically when the overtime exceeds one hour per the MOU. This approach ensures a fair and transparent allocation of mandates,

fostering a more equitable distribution among all staff members. To address this issue, Management agreed to conduct an all-call, encouraging volunteers to take overtime. The Union is requesting an update on when the correct procedures will be implemented since this issue is still occurring.

UNION: The Union is still seeing occurrences of this. An example was a position that was listed 6:00 am to 2:00 pm, there was not relief until 4:00 pm. The Union sees a failure in accountability with leadership, there are inconsistencies between nearly all Lieutenants to the overtime process and there seems to be no ability of the Captain to control it.


MANAGEMENT: Management went over the overtime sign-up process. That includes, when the overtime sign-up list is exhausted, Control Center makes 3 announcements. If staff contact the Lieutenants office and accepted the overtime after the all call, they receive credit. Mandate credit is not given to staff volunteering for overtime.


CONCLUSION: Both parties agreed to close this item.

Closing:

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. The next meeting is scheduled for April 23, 2024, at 12:30 p.m.

Meeting Adjourned at 1:25 p.m.


J. Sizemore, AW (O)
Chairperson


K. Griffin, President
AFGE Local 817

Minutes prepared by K. Hatfield