

***Labor Management Relations
Quarterly Meeting Minutes
Central Office, Washington, DC
February 21-22, 2024***

Participants

Agency

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Union

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January 18-19, 2023, Agenda Items

Agenda Items: UNION

The Union seeks clarification - what is the lowest level management official (position) that is authorized to add or remove positions from the authorized complement of an individual facility?

Resolution: Deferred

April 12-13, 2023, Agenda Items

Agenda Items: UNION

After Compressed Work Schedules are negotiated at the local level, agreed upon, and submitted for legal/technical review, OGC is insisting that additional language be added to the agreements that was not proposed by the parties. The additional language does not correct any legal/technical deficiencies with the agreements. Refusing to approve the agreements for this reason equates to bad faith bargaining.

L.O. Davis



Resolution: After an extensive discussion on this matter, the Union directed Management to a 2014 LMR Quarterly agenda item where the Union questioned what appeared to be compressed work schedules advice provided to local Management. The Union stated such advice interfered with the local union-agency relationship and requested that the email be rescinded.

That matter was relevant, in part, by stating:

“Consistent with Article 18, section b, requests for compressed work schedules may be negotiated at the local level, in accordance with 5 USC. However, this does not impact the ability of management to provide advice and guidance.”

Concerning the current agenda item, and consistent with the 2014 agenda item, local Management is encouraged to contact the Employment Law Branch of the Office of General Counsel prior to and/or during Compressed Work Schedule negotiations.

September 6-7, 2023, Agenda Items **Agenda Items: UNION**

What is the criteria for the Agency’s so-called TJM, FCE, FFD, IME, and RMI. Where can this be located? (Temporary Job Modification, Functional Capacity Exam, Fit for Duty, Independent Medical Exam, Request for Medical Information). Additionally, is this criterion different for employees that have OWCP cases?

Resolution: Deferred

November 7-8, 2023, Agenda Items **Agenda Items: UNION**

The Union has concerns regarding management variables being applied to inmate custody level scores, resulting in inmates being placed in facilities that are not appropriate for them.

Resolution: The parties began an extensive discussion and the matter has been deferred.

February 21-22, 2024, Agenda Items **Agenda Items: UNION**

1. This situation was brought to the union’s attention because the radio system has been being upgraded for the last 5 years. It appears that over 50 institutions are still using equipment that is no longer in production. We have numerous institutions that are still using the XTS 5000 and cannot get adequate parts or repair and/or replace the radios. The radio batteries aren't charging, the radios aren't transmitting properly. These

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radios as well as the system are no longer produced by Motorola. How soon will it take to complete this process?

Resolution: Deferred

2. **Hiring Obstacles** - It appears Central Office has recently sent out guidance to the field regarding new hires and medical information. Some institutions are reporting 75-85% of new hires are being required to get "waivers" from their physicians for things such as blood pressure 125/85 (which by most standards is considered a very healthy individual 120/80), obesity, cholesterol, etc. Not only is this causing severe delays in the hiring process, but a lot of individuals just give up and withdraw their application.

Resolution: Deferred

3. **PREA Allegations** - When inmates make allegations (PREA/misconduct) against employees, which turn out to false, what is being done to hold inmates accountable for making false reports/allegations?

Resolution: Deferred

4. **Investigations** - In investigatory interviews, questions that are asked of employees should be notated on the affidavits, along with the employees' corresponding answer to each question.

Resolution: The parties discussed this issue, but could not agree. It is Management's position that imposing the requirement of "questions and answers" be included in an affidavit violates management's right to determine internal security practices under Title 5 U.S.C. § 7106(a)(1) of the Labor Statute. That right includes the right to determine investigative techniques used to conduct investigations. In addition, not only is this issue "covered by" the Master Agreement, which states no employee is required to sign statements or affidavits that the employee believes to be inaccurate or incorrect, there has been no change to trigger bargaining this matter.

The Union maintains that employees should have the right to have investigative questions posed to them maintained in the investigative file. This is important to establish context and to preserve employees' rights during the disciplinary process. Furthermore, this has become increasingly relevant as the untimeliness of disciplinary investigations reached unprecedented levels within the Agency. The ability to recall the accurate context of questions posed during an investigation is hindered by long delays in the investigative and adjudicative process, which has the potential to hamper the employee and Union when presenting a defense before a third party.



The Union encourages employees/representatives to contemporaneously document the specific questions asked of the employee during investigative interviews and retain them in order to accurately preserve the record and context for use in defense and litigation.

Management maintains that employees are prohibited from interfering and/or hindering the investigative interview.

5. **Federal Law Enforcement Training Center - The union is requesting the 3-and 4-year tenure for the General Instructors be removed. On December 15, 2023, the Local invoked it's right to negotiate the tenure; however, the Agency refused to meet with the Local for negotiations (see attached documentation). The Local submitted data requests in reference to the documentation between the Agency and the Union agreeing to both tenures. The Agency refused to provide this documentation to the Union (see attached memo). The Agency did email a memorandum informing the Union that an agreement was in place but did not provide any copies of the agreement (see attached memo). The Local asked the agency during LMR (November 30, 2023) the reasoning behind the tenure for the General Instructors, since this was the only position left with a tenure. The Agency informed the Union, "Term limits were established to ensure the constant flow of new talent and highly qualified staff benefit the students who attend all levels of training. This also enables rotation of fresh ideas and perspectives at the Academy while also providing institutions, regional offices, and Central Office with the knowledge and experience the staff gained during their tenure at the Training Academy, etc." (see attached LMR Agenda for November 30, 2023). However, no matter the experience, all instructors must teach from the same material and slides. The General Instructors cannot deviate away from the teaching material that's already provided to them and approved from Central Office. On October 6, 2011, all positions, such as the Supervisory Training Instructors, Supervisory Firearms Instructors, General Instructors, and Firearms Instructors were issued 3-year term limit; however, there is no provided documentation for the 3- or 4-year term limit of which the Union was included or had a decision in this process.**

Resolution: Deferred



L.O. Davis
Southeast Regional Vice-President
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