

***Labor Management Relations  
Quarterly Meeting Agenda  
Central Office, Washington, DC  
April 29-30, 2015***

***Participants***

**Agency**

*Christopher Wade  
Beth Reese  
Chung-Hi Yoder  
Marqueta Andrews  
James Wills  
Scott Murchie*

**Union**

*Mike Rule  
Stacy Jones  
Don Shults  
Chris Barrett  
Clarence Peace  
Jeff Godwin  
Derrick Bradden  
Donnie Golden  
Shane Fausey  
Todd Bull*

**April 29-30, 2015 Agenda Items**

**Agenda Items: AGENCY**

**1. Expanding WebTA**

**Who: HRMD**

*Resolution: Because of technical issues, the parties were unable to address this matter. It will be discussed outside of the LMR Quarterly forum.*

**April 29-30, 2015 Agenda Items**

**Agenda Items: UNION**

**1. Master Agreement article 6 section (C)**

The Master agreement article 6 section c specifically states, “the employer agrees to distribute to

all employees its understanding of legal protection that can be furnished to employees. Updates will be provided as necessary. Distribution will be in hand out form and provided to current employees upon the effective date of this Agreement and to new employees at the time they are hired.”

The Union would like to know the status of this requirement of our newly negotiated Master Agreement?

**Who: OGC/HRMD**

***Resolution: The legal protections afforded staff identified in Article 6(c) are as follows:***

#### **NOTICE TO EMPLOYEES OF LEGAL PROTECTION**

**As an employee and officer of the United States Department of Justice, performance of your duties may result in you being sued, subpoenaed, or charged in your individual capacity in a civil, criminal, or congressional proceeding. In lieu of hiring private counsel at your expense, you may request to be represented by the United States Department of Justice in accordance with the provisions of 28 C.F.R. §§ 50.15-.16. Contact your servicing legal office for assistance with this process. In addition to government representation in formal processes, staff may also seek legal assistance for other matters in accordance with Program Statement 1310.03, Legal Assistance to Bureau of Prisons Staff.**

***The question was asked about the extent to which professional liability insurance will be reimbursed. The agency will provide an answer to the union chairperson within 15 days.***

### **2. Law Enforcement Officers (LEO)**

There are several facilities within the Bureau of Prisons that are located in the United States whereas Law enforcement Officers (LEO) are permitted to purchase, maintain and possess "assault weapons" and high capacity magazines within the rule of the law. However they are required to submit documentation from the Employer or Agency that they are employed by to draft a blanket letter verifying whether or not they are Law Enforcement.

The Union is inquiring why would the Agency be in opposition to assisting staff by providing a letter that verifies the employees Law Enforcement status?

It is the position of the Union that this practice is a direct infringement on our rights under HR 218.

**Who: OGC**

***Resolution: When requested, local management will furnish, on letterhead, confirmation of employment and/or law enforcement status under Title V.***

### **3. Staff investigations review by Central Office**

The Union has received numerous inquiries regarding the role Central Office plays in staff investigations. The Law and Ethics Department have directed local Management, to forward all staff misconduct investigations to Central Office for review and clearance prior to proposing

disciplinary notices to staff.

What information other than any information that was gathered in the investigation of alleged misconduct in accordance to article 30 section (d) paragraph (1) one, and article 30 section (e) paragraph (1) one?

The material issued to propose the discipline should include any information relied upon to support the action given in the notice, therefore investigative material that was received or forwarded to the Employee Law & Ethics Department for review and clearance before any disciplinary action is proposed, should be provided to the Union.

What role does the Employee Law & Ethics Department play in the investigative/disciplinary process?

This information is crucial to the Union, if the Employee Law & Ethics Department review includes exculpatory evidence before the proposing official proposes the discipline. The Employees' representative should be privilege to the information as well.

**Who: OGC**

***Resolution: The role of the Employment Law Branch (formerly referred to as LMR) in the disciplinary process is address in Program Statement 3000.03, the Human Resource Management Manual.***

#### **4. Staff Random Urinalysis test**

Why is staff in the field being told that once an employee is selected to take a Random Urinalysis Test, the sample must be provided within (2) two hours after the staff is notified to provide the test?

Where is this in policy? The Drug Free Workplace program statement does not require staff to provide the sample within two (2) hours. After researching the issue, the Program Statement does reference that the Bureau collectors shall be guided in this program by the Collector's Procedure Manual, however, this Manual was never negotiated with the Union, its dated September 2004.

The Program Statement reads that Random Urinalysis Selection shall be by simple random sampling conducted **quarterly** with an annual selection rate of **five percent**. However, Attachment B of the Manual says **monthly** with a **25 percent target rate**.

The Program Statement has a different list of drugs to be tested than that of the Manual.

The Program Statement implies once you get hired and sign the acknowledgment form, you will not be required to sign again. However the manual states, that the employees will be required to sign acknowledgment again.

Based on the discrepancies in the policy, how would an employee know whether or not they are being required to test by random or by suspicion?

**Who: HSD**

***Resolution: After a lengthy discussion on these issues, the Union stated that they intend to invoke negotiations on the Collector's Procedures Manual to reconcile it with the Program Statement, if there are inconsistencies.***

**5. Article (31) section (g)**

The master Agreement After a formal grievance is filed, the party receiving the grievance will have thirty (30) calendar days to respond to the grievance.

The union is not receiving responses to grievance within the thirty (30) calendar day time frame stipulated in the Master agreement? This is a clear violation of the master Agreement. This problem is occurring on a regular basis. Why?

**Who: HRMD**

***Resolution: After a discussion on this issue, the parties acknowledge that, consistent with Article 31, section g of the Master Agreement, after a formal grievance is filed, the party receiving the grievance has thirty days to respond to the grievance. The parties encourage communication with each other in complying with this time frame.***

**6. Article 32- Arbitration section (b) paragraph 5**

The Master Agreement, states "arbitrator selected shall be instructed to offer five (5) dates for a hearing ". It has been brought to the attention of the Union that the Agency has established a practice of deferring the offered by arbitration. The agency is claiming that they cannot commit to dates within the year that the grievance has been filed. The Agency response to arbitrators is the problem with committing to dates within reason time frames is due to insufficient staffing from the Labor Law Branch. There are arbitration dates submitted by the Agency for the year of 2017. It is the position of the Union that this unreasonable.

Is this true? What is the Agencies plan of action to correct this problem?

**Who: OGC/HRMD**

***Resolution: The parties discussed this item in length. It remains unresolved, and the parties will continue to discuss the issue outside of the LMR forum.***