



# Local # 171 ALERT

A.F.G.E Local 171 of Council of Prison Locals #33

FTC Oklahoma City & FCI El Reno, Oklahoma

Editors: B. Coker & J. Lepird

## Keeping the Membership Informed by J. Lepird

As we congratulate our outgoing president Tom Townley, I'd like to thank him for his time, and also those of our retiring E-board members. As the incoming president, I would like to dive right into some of the ideas the E-board of this local have begun to implement for our bargaining unit members. I believe that there are several areas that Local 171 serves the membership, and there is always room for improvement in the manner in which we work for you, the member.

First, transferring information to our membership is vital to empower the membership by educating everyone about their rights in the workplace. To this end, we will be using this newsletter to explain different areas of concerns, and issues that may affect the local. This newsletter will feature different folks who are knowledgeable in their specialties. We will ensure this newsletter will be distributed quarterly, but our goal is to distribute the newsletter every other month, bimonthly.

Continuing with our goal to empower the membership, we will have all of our MOUs, for the FTC and the FCI, available on our website, [afgelocal171.com](http://afgelocal171.com). This information is important because it provides local arrangements for specific areas that supplement the Master Agreement. Providing information about the Master Agreement, the Local Supplement Agreement, and the MOUs will only help our membership identify violations to report to the Union, and ensure that the Union can address them in a timely manner.

We have begun to post information on our Local 171 Facebook page. We will be updating the facebook page with pertinent information, information regarding legislation, and general information that affects the membership. The Facebook page is not being used as a primary communication tool, but more as extra information that people may not have access to.

Finally, I plan on working closely with our Union representatives at both facilities to ensure that we are providing the best representation possible. The folks working at FTC OKC and FCI El Reno deserve the best representation available, and I plan on working to ensure we provide outstanding service to the bargaining unit.

I appreciate each and every member of Local 171, and I will ensure that the Union is available to all of you. These are huge advancements to bring more information to our membership, which is a major goal of this E-board. We plan on implementing more changes with the ideas of Transparency and Service becoming a strong focus for your Union, Local 171.

**Newsletter  
March 2019  
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### Next Union Meeting:

Tuesday  
March 12<sup>th</sup> 2019  
5PM at the  
FCI El Reno Union House

Meetings are held every other  
month.

## Did you Know by J. Lepird

This particular article will be a reoccurring article, because there are always questions and concerns about your rights as a bargaining unit member. So, with that in mind, if you have questions that are beyond anything you read in the newsletter or know, do not hesitate to contact your Union representatives. They are your best source to determine if you are being treated fairly and appropriately under the contract and our other agreements.

One area that seems to come up is representation.

If management wants to meet with you, understand you have the right to representation during any examination, provided that specific

criteria are met. By the way, this includes representation prior to the submission of written reports, i.e. memos. The Employer doesn't appoint your representative either, the Union does, so the Agency must contact the Union prior to this examination or submission of the memo if:

1. **The employee reasonably believes that the examination may result in disciplinary action against the employee; and**
2. **The employee requests representation.**

Remember, you must ask for

representation. Don't ask "Do I need a rep," state, "I want a Union representative." This preserves your rights and requires the Agency to stop the examination, wait on the memo, and ensure the Union is contacted to provide that representation. This provision isn't for day-to-day routine memos, but those that **you** believe, not management, may lead to disciplinary action.

You can find the complete provision in The Master Agreement Article 6: Rights of the Employee, section F.

## Recent Informal Resolutions and Settlements at the FTC by S. O'Brien and D. Jones

The Local recently signed an agreement referencing the occurrence of T&A's being recalled for keying the back pay for pay periods 26 & 1, once the government was reopened. The T&A's recalled, were afforded compensation for their time however, one Legal Assistant with T&A duties was not given the same opportunity as her peers. As result the Legal assistant was afforded 8 hours compensatory time for not having been included in the fair and equitable rotation of overtime.

Additionally, it was discovered the mandatory list for Correctional Systems Officer's was not being maintained in accordance with the master agreement and local MOU's. On February 15<sup>th</sup> the mandatory list had been utilized for the evening watch list. Due to the lack of managing the roster by the supervisor's responsible, five bargaining unit members were mandated to work in excess of their

assigned shift. Due to managements' misuse and gross errors in procedures, the Local 171 implemented an informal resolution.

As result of the informal resolution it was agreed upon:

1. The mandatory list will be maintained in accordance with the Master Agreement and local MOU's.
2. Mandatory dates going back to Thanksgiving of 2018 will be retroactively updated and reflected on the current mandatory list.
3. Five Correctional Systems Officer's will be afforded 6 hours comp time in addition to being paid overtime for the mandated shift.
4. Staff whom refused to accept the mandatory overtime assignment would not be referred for disciplinary actions, due to management's mishandling of the mandatory list.
5. It was discussed and agreed to that informing a staff member via voicemail of a mandatory is not acceptable.

6. It was discussed and agreed upon that FTC Bus runs which arrive within reasonable time's frames will be given precedence in receiving; so as to allow for staff to appropriately and safely perform their duties, and properly conduct the Airlift intake.

7. As discussed and agreed upon, efforts will be made to hire for at least 12 positions on shifts (exhaust the overtime list) when inmate movement incoming/outgoing is projected at 200 or more.

Finally the Local is in the process of negotiating 11 settlement agreements in the Food Service's department. These grievances were incurred due to a supervisor decision to arbitrarily reduce all of the Food Service Cook Supervisor's performance evaluations to Minimal Satisfactory, as well as augmenting their days off and implementing changes to the Departments' post orders without negotiations.

A Temporary Alternative Duty (TAD) is light duty when a staff member returns to work after being on Continuation of Pay (COP) or workers compensation from a work place injury. A Reasonable Accommodation is when a staff member is accommodated to return to work with restrictions from an injury that was not work related. Both of these are normally referred to as a Temporary Job Modification (TJM) or a Limited Light Duty (LLD).

The TAD is outlined and defined in the Workers compensation Program statement 1601.04. TAD assignments are not permanent and are meant to allow a staff member to work in a limited capacity while recovering from an injury or illness that is work related. When a staff member submits Doctors restrictions to the Agency a Workers Compensation committee meeting is held. The Union is a member of the

committee and is present for the meeting. When the Committee finds that the Agency is able to accommodate a staff members restrictions, then a TAD assignment is offered.

The Reasonable Accommodation Program statement 3720.03 is to accommodate staff that have Doctors restrictions from an injury that is not work related. A Doctors restrictions note can be turned in to the Agency to start the process for an accommodation. However, in the policy there is a form to officially request to be accommodated with DOJ Form 100A, Request for Reasonable Accommodation. Just recently a Manager at El Reno told a bargaining Unit Staff member that off duty injuries are not eligible for an accommodation. This is just an outright lie. Don't let Management mislead you, call the Union.

Regardless of the type of accommodation you need for either

a TAD or Reasonable Accommodation, the Union is here to help members with the process. Make sure to let the Union know when you are submitting your Doctors restrictions note so that we can make sure the process goes smoothly and you are accommodated.



## Is Sick Leave a Right or a Benefit?

by B. Wood (Blast from the Past)

Every full-time government employee receives four hours of sick leave per pay period. This amounts to 104 hours per year or two weeks and three days per year. The law concerning sick leave is very clear and says managers **will** grant sick leave for the specific reasons listed under the law. It is not an option for your supervisor to grant sick leave if you meet the specific requirements set out in the law. This simply means that if you are sick and have sick leave on the books that your supervisor can not deny you sick leave.

The law goes and states that the employer will ensure that sick leave is only granted for the reasons it was intended. This is where some supervisors try to get into your personal business by them

diagnosing you over the phone or having the employee do a self-diagnoses. The simple question of what is wrong with you can in some cases be a violation of your privacy rights. Your medical history, and ailments are considered to be personal and the agency does not have a right to that information unless you have been previously notified that you will have to provide such information for future uses of sick leave.

As an employee, who has no evidence of sick leave abuse your statement of I'm sick will most generally suffice. If not, you are not required by law to tell specific information to your supervisor, they need only know enough to make the determination of whether you are using sick leave for the appropriate reasons. It is your call

as a government employee, as to how much information you will give your supervisor and to what degree you will let the agency invade your privacy. If required by your supervisor to diagnose yourself I don't see how you could be held accountable for a mis-diagnosis.

Sick Leave is a right and a benefit. You have a right to take sick leave and the law does say that the agency **will** grant sick leave. Don't compromise your rights unless you want to. Congress recognized through a law that employees would be sick during a twenty year plus career. Congress set the amounts and the conditions of sick leave. The employee should not be berated nor criticized for being sick.

## The State of LMR at El Reno by B. Coker

LMR stands for Labor Management Relations. This term is used to define the relationship and partnership between Management, who represents the Agency, and the Union, who represents the Bargaining Unit, the backbone of this agency. Management officials throw around the term “good LMR relationship” easily, as if it just exists in perpetual bliss. Unfortunately, this is not the case, because lately we find that Management is putting no effort into LMR for the good of staff. The more things change the more they seem to remain the same. In the past LMR meetings have been held at El Reno to discuss issues between the Agency and Union to find common ground and resolve issues before the Union is forced to file a grievance or ULP. Currently LMR meetings are non-existent in El Reno.

The Union has more grievances pending at FCI El Reno than in recent memory. This Administration continuously chooses to fight the Union on every single violation and issue that is brought to them for informal resolution. For some reason, it seems Management has no

intention of doing the right thing and following our Master Agreement, Local Supplements, policy or even the Law. Managers go out of their way to mess with staff in El Reno, as evident when they walk around looking for any minor issue they can find or something they don't like. That probably isn't a surprise since they are taking cues from the Administration at the facility.

Regardless of what these Bad Managers throw at us, the Union will be here to fight on behalf of you, the Bargaining Unit Staff members. We have plenty of paper and are more than willing to write more grievances, file more ULP's, and bargain with Management to protect your interests. The fact that these managers never learn from their mistakes is humorous, even as we continue winning Arbitration after Arbitration. Yet, each time the Union tries to resolve an issue and work with Management, the door of partnership is closed and Management doesn't want to “give in”, even when the situation is clearly fixable, usually quite easily. The Union continues to receive decisions in our favor because managers didn't want to

“give in” to the Union, never mind that even a third party could see that Management's actions were egregious.

However, we will continue to try and resolve issues, and take proper steps if informal resolution fails. The door to resolving issues will never be closed on the Union side, because fixing problems quickly is in the benefit of the Agency and staff. Unfortunately, we are running into problems doing this, but we will still attempt to solve issues informally, if the Agency is willing to do so.

As always, your Union is here to represent the Bargaining Unit Staff and protect your rights. Please let us know if you see a violation so that we can address it and take appropriate action. Let us know as early in the process as possible, so timelines do not expire and we can address the matter within the law and the contract.

## Lawsuit filed over Shutdown

A class action lawsuit has been filed against the Federal Government over the government shutdown that started on December 22, 2018. The lawsuit was filed on December 31, 2018 on behalf of AFGE by Heidi Burakiewicz, a partner at a law firm in Washington D.C. A similar lawsuit was filed back in 2013 and we won that case. The Court ruled that the Agency should have followed the law and paid staff that were required to work even during a lapse in appropriated funds.

If you wish to join the lawsuit you can do so on the following website.

[www.2018governmentshutdown.com](http://www.2018governmentshutdown.com)

Please note that only government employees that were deemed essential and required to work during the shutdown and not paid on time can join. Staff that continued to be paid on time like Unicor and some Trust Fund are not eligible.

As more information becomes available regarding this case it will be put out both in the newsletter and the local website.

Please sign up away from work, on non-duty time.



This issue seems to reoccur often. Why is the Union involved in talking with our legislators? Do dues go to political candidates? First and foremost, It is illegal for dues monies to be spent on anything that doesn't benefit the membership and operation of the Union. Your dues do NOT go directly to any politician, regardless of their party affiliation.

In regard to the Union being involved in politics, that is a bit misleading. The Union nationally does from time to time endorse politicians that support our issues as Law Enforcement Officers and Federal Employees. When this occurs, the National Union encourages the members to vote for folks that support federal employee issues. However, the Local does not endorse any candidates, and we will never ask you to support any candidate. How you choose to vote is your business. However, we will maintain information about bills that have a direct effect on you on the Local Website.

Our Local does send a representative to Washington D.C. to speak with our legislators. We do this to meet our

Representatives and Senators from Oklahoma in their offices to ask for their support and discuss our issues. Meeting them in D.C., as opposed to just meeting local office folks, shows that we are serious and the visit tends to be much more productive. The Offices in DC create and review legislation that has a direct effect on our membership, so we want to ensure your interests are being represented. This Local has always spoken to all of the Oklahoma Delegation, and will continue to do so. As evident from our legislative success and ability to get folks to visit our institutions and care about our issues, we firmly believe in keeping our issues at the forefront of our Congressional Representatives minds.

While some folks do not agree with the Union talking to our Representatives and Senators and believe this is the Union becoming involved in politics, that is just not the case. Remember the Congressional Representatives have a lot of people bending their ears on issues. If we were to stop bringing them our issues, there would be consequences in various areas, such as funding and

retirement. As everyone knows, the squeaky wheel gets the grease. If we stop telling the folks in DC about our issues, they assume we don't have any.

We have earned our benefits and we are the face of the Federal Correctional Worker in Oklahoma. If we don't remind them of the people working here, protecting the public and doing a job most would not, we run the risk of losing benefits, funding, and other important issues. Every member of Congress can influence changes to our benefits and retirement. The Union is here to protect our members in any way we can, both Locally and Nationally.

Local 171 will remain issue based. We will continue to support issues that directly affect our membership, such as staffing, funding levels, retirement benefits, and laws created to protect us while doing our jobs. The Local is non-partisan, and will remain so as we speak to everyone we can to ensure they are getting the real story, not the rosy picture painted during hearings by folks that don't work on the front lines. Legislation is important, and that is our focus.

## Local 171 Welcomes our New Local President

On January 2<sup>nd</sup>, 2019 President Tom Townley called a meeting of the Executive Board of AFGE Local 171. At that meeting, Mr. Townley announced that with his retirement from the BOP, he was resigning as the President of AFGE Local 171.

The Local Constitution and By-Laws were consulted and followed for the rules of succession to fill the vacant position of President of Local 171. Josh Lepird agreed and accepted the position of

President of Local 171 vacated by Mr. Townley.

AFGE Local 171 would like to thank Mr. Townley for his years of service as a member of the Executive Board of AFGE Local 171. We wish him well and hope he enjoys many years of his retirement.

Josh Lepird brings a great deal of experience to the office of President of AFGE Local 171. Both Lepird and the entire E-Board and all the Stewards of Local 171 are here to ensure

that your rights are not violated by the Agency. When the Agency chooses to step outside of our agreements we will hold them accountable and file a grievance or ULP and have arbitrations to ensure that they are held accountable.

If you see any violation of our agreements please let the Union know so that it can be addressed and corrected.

# Local 171 E-Board/Stewards

## AFGE Local 171

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El Reno, OK 73036

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*United We Stand Together in  
Solidarity*

Local 171 Website:  
[www.afgelocal171.com](http://www.afgelocal171.com)

## E-Board

J. Lepird – President / SCR Legislative Coordinator

S. Johnson - Secretary/Treasurer

B. Coker – Vice-President ERE / OWCP

B. Hutchinson – Vice-President OKL / CPOF

Vacant – Chief Steward ERE

T. Russell – Chief Steward OKL / OWCP

S. O'Brien – Sergeant at Arms

## Stewards – El Reno

R. Barger – Correctional Services/OWCP

C. Bishop – Correctional Services

K. Menz – Correctional Services

G. Strider -- Correctional Services

T. Norton -- Correctional Services

T. Wright – Correctional Services/EEO

D. Boling – Education/Recreation/DAP

J. Headrick – Facilities/Unicor

G. Brueggen – Health Services/CPOF

B. Kuykendall – Trust Fund

J. Turnage -- EEO

## Stewards – Oklahoma City

B. Houck – Correctional Services

M. Michon – Correctional Services

J. Guerrero -- Correctional Services

D. Jones -- Correctional Services/EEO

K. Hyden -- Correctional Services

S. Warren -- Facilities

D. Watts -- Business Management/CPOF

T.J. Howard -- Business Management

J. Grigsby -- Food Service

D. McMullin – Food Service

C. McPherson -- Unit Management

J. Lyon -- Unit Management

Back Issues of this Newsletter can be found on: [www.afgelocal171.com](http://www.afgelocal171.com)

## Right to Speak with the Union on Duty Time

All Bargaining Unit Staff have the Right to meet with and speak with a Union Representative on Duty Time. This is addressed in the Master Agreement, Article 6, Section d.

"If an employee has a problem or situation which the employee desires to discuss with the Union during working hours, upon request to their supervisor in advance and workload permitting, the employee may report to the Union Official as approved. If the employee cannot be made

available at that time, the supervisor will inform the employee when he/she can be made available".

This allows you the ability to discuss possible violations of the contract and/or policy with the Union while at work on duty time. Your Supervisor doesn't get to decide who you talk to in regard to an issue, the Union designated the Representatives. This is in accordance with the Local Supplemental Agreement in El Reno, Article 6, Section a. "It shall be understood by the

Employer that all Union representatives will be designated by the Union and not by the Employer or Employee". The Local Supplemental Agreement in Oklahoma City is very similar in Article 6, section b.

Make sure to contact the Union if you have an issue that could be a violation of the contract. The Union is here to address your issues with the Agency and ensure that your Rights are not violated.