

**LMR MEETING MINUTES
FCI MENDOTA**

An LMR Meeting was conducted in the Training Center, at 9:00 a.m., on Wednesday, August 30, 2017, with the following staff in attendance:

B. Watson, Associate Warden/LMR Chair
D. Gonzales Jr., Associate Warden
P. Omelson, Captain
K. Nicholls, HRM
M. Tesone, Supervisor of Education
R. Harris, Assistant Food Service Admin.
M. Martinez, General Foreman
R. Conger, Union President, Local 1237
S. Gardea, Vice President, Local 1237
P. Millan, Steward, Local 1237
E. Aviles, Steward, Local 1237

OLD BUSINESS

1. Education is establishing procedures to fairly and equitably distribute collateral duties.

Response: Mr. Tesone, SOE, will put out an email to all education staff requesting feedback on their interest in the additional education duties (i.e., Literacy Coordinator, Parenting, ACE, etc.). Mr. Tesone will compile a list of the staff feedback for two quarters to be reviewed at the appropriately scheduled LMR meeting.

Update 4/17/2017: Tabled until next LMR meeting, to review GED testing/procedures.

Update 7/6/2017: Tabled until next LMR meeting.

Update 8/30/2017: Mr. Tesone will provide his staff emails to the Union to for review by COB August 31, 2017. Item removed from the agenda unless issues arise from the review.

2. Establishing a solid timetable or appointment for negotiating all issues the Union has brought to Management or Invoked to Negotiate.

Response: Union will review current invocations to provide counter proposals to management as needed. Updates will be provided by management and union for the March LMR meeting.



Update 4/19/2017: Tabled until next LMR meeting.

Update 7/6/2017: Tabled until next LMR meeting.

Update 8/30/2017: Management and the Union agree to meet on Tuesday, September 26, 2017 to negotiate proposed changes to the Entrance Procedure supplement. The Union is proposing changes to prevent particle contamination and prolong temperature exposure of food items. The Union will strive to attempt to provide proposals to management for the remaining invocations within three weeks.

3. In regards to the Facilities department, the Union would like clarification as to whether there is 4 General Maintenance (GM) posts inside and 1 GM camp post or if there is 3 GM posts inside and 2 GM posts outside. The Union wants the Facilities Department to start quarterly bidding for these posts and for days off and schedules. The Union would like to see the bidding roster that will be distributed within the department for completeness and clarity. The Union would also like the Facilities Dept. to start an overtime roster that tracks overtime offers and overtime accepted or declined to include issue worked on to clarify who was qualified for the offer, that is made readily available to all staff in the department.

Response: Tabled until next LMR meeting. Unless negotiated prior.

Response 8/30/2017: Item is tabled for the next LMR meeting. Managements perception of the item was incorrect. Mr. Martinez will provide an overtime roster for the Union's review by the next LMR meeting or sooner and a proposed bidding sheet for the entire department.

4. [REDACTED]

Response: [REDACTED] Union and Management agree to remove item from agenda.

5. The Union would like to discuss the proposed schedule change in Food Service and whether or not any of the 3 unfilled Cook Foreman positions have been formally petitioned for and if so where in the process they are. If these positions have not been formally petitioned for, please give the positions that have been and why they are more important to fill, such as the effect to those departments and changes that have, or are going to have, to be made to continue the affective functioning of the department.

Response: The proposed schedule for Food Service will be reviewed by the local. Any issues will be brought to Management for review. Food Service schedules will remain as is.

Response 8/30/2017: Union will move forward with a ULP.

6. It has come to the attention of the Union that all Post Orders in the G drive are dated 4/1/17. The Union has received no notification of proposed changes to any Post Orders for Union review, with the exception of Food Service Post Orders, during this Presidents tenure. The Union would like a copy of the previous version of the Post Orders, which would have to date to before this Presidents tenure, to compare for changes and be given the time to review such a large number of Post Orders.

Response: Management will provide notification of proposed changes in post orders for the Union's thirty day (30) review for I&I issues. The local will contact the Administrative Lieutenant to make arrangements for review of past post orders.

Response 8/30/2017: The Captain will send the requested Post Orders to the MEN/E-BOARD1237 email box no later than Friday, September 1, 2017. Current Post Orders are available on the G: Drive. Management agrees to provide the Union with reasonable time to review the immediate concerns Management has to the Post Orders without incurring overtime. The Union will review as many orders as possible before the next LMR meeting and both parties will determine whether more resources are needed.

NEW BUSINESS

7. What FCI Mendota's specific Upward Mobility policy is or will be.

Response: Management will look at adding a catalog of information to the Mendota HR Sallyport to provide information to staff. Mr. Watson will attempt to do research on Trainee positions available within the BOP.

8. What Health Services Management will be after the current HSA has departed and the new HSA has arrived.

Response: IOPD will be acting as the HSA initially. Other GS-11 positions will be asked if they would like to act as HSA in the next several weeks. Union and Management agree to remove the item from the agenda.

9. As per the Master Agreement, FCI Mendota is responsible for providing foul weather gear for staff working in inclement weather. Multiple areas are severely lacking this gear. The Union and Management need to come to an agreement as to what specific gear needs to be provided for each department, how/where it will be stored, how it will be maintained, and how/when it will be distributed.

Response: Foul weather gear appropriate to this institution means a below-the-waist length waterproof rain jacket with a hood, water-resistant leather gloves, and Bureau-logo hats/beanies. The Employer will purchase and provide the above foul weather gear for initial issuance to each bargaining unit employee. When gear becomes worn or damaged, the employee may exchange their gear with a new replacement provided by the Employer.

All employees required to perform regular outside work will be provided with waterproof rain jacket with a hood and pants, water-resistant leather gloves, Bureau-logo hats/beanies, dry cold weather work jacket, dry cold weather work gloves and a hot weather shading boonie hat, at the employers expense.

All foul gear will be reviewed every 36-months for serviceability. A BP-100 will be used to issue the foul weather gear and to replace in cases where gear is damaged or excessively worn.

10. The Union would like to negotiate ground rules to be followed for all future negotiable issues with Management. If ground rules cannot be mutually agreed upon the Union asserts the ground rules of Appendix A at the end of the Master Agreement (MA) must be used.

Response: The Union will provide management with a proposal for new standard ground rules for negotiation. Management will review and provide a counter proposal if necessary. After proposals have been exchanged, management and the Union will meet and attempt to finalize ground rules before the next LMR meeting.

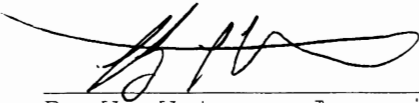
11. The Union asserts that August's LMR should follow the MA Appendix A ground rules, with the exception that section 3 "regular day shift hours" be 8:00 am - 4:00 pm, until such time that new ground rules are mutually agreed upon and immediately go into affect. In short, the Union means to assert that August's LMR should begin at 8:00 am on the previously agreed upon day of the month and continue on consecutive work weekdays until all outstanding LMR issues are either mutually agreed upon, mutually agreed to be tabled for a future date, or either party requests the services of the Federal Mediation and Conciliation Service.


Response: Management and the Union agree to make a good faith effort to complete the LMR agenda. This will include both sides ensuring agenda items are submitted in a timely manner. In addition, the meeting itself will be more formally planned to include attendees and prioritize the agenda.

12. The Union will bring a list of all issues currently invoked upon and will negotiate with Management a mutually agreed upon date, within 30 days, upon which to start these negotiations. Be advised the Local 1237 E-Board will be away from the institution the entire week of September 3rd.

Response: Discussed in item #2. Management and Union agree to remove item #12.

The meeting was adjourned at 3:45 p.m.

LMR Chairperson: 
B. W. Watson, Associate Warden

Union President: 
R. Conger,
President, Local 1237