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Jackson County, Missouri Coronavirus Sick Leave Policy

Effective March 18, 2020 is a temporary Sick Leave Policy that will be in effect until further notice.

- 1) Associates who have symptoms of acute respiratory illness are recommended to stay home and not come to work until they are:

- free of fever (100.4° F [37.8° C] or greater using an oral thermometer)
- free of signs of a fever, without the use of fever-reducing medicines
- free of any other symptoms for at least 24 hours, without use of altering medicines (e.g. cough suppressants).

Associates should notify their supervisor by phone or email and stay home if they are sick. If an associate shows signs of symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during the day they should be separated from other associates and be sent home immediately.

- 2) For associates who are most at risk for severe illness, (e.g. heart disease, diabetes, lung disease and immunocompromising conditions, such as, cancer, cancer treatments etc.) should be directed to go home by the Appointing Authority. In addition, those associates who are 70+ years old should also be directed to go home or work from home if applicable until notified to return back to work. They will be paid their normal rate of pay and it will be coded in Paycor as COVID19.
- 3) Jackson County associates are encouraged to use KC Virtual Care at <https://bluekcvirtualcare.com/landing.htm>, Retail Health Clinics and Urgent Care facilities. They should avoid visiting the Emergency Department or calling 911 in order to save those resources for those people who are having severe illness and other emergencies. Call ahead before you go to the your doctor's office or emergency room.
- 4) An associate who seeks medical attention from their physician, KC Virtual Care at <https://bluekcvirtualcare.com/landing.htm>, Retail Health Clinic or Urgent Care facilities will need a written doctor's note to return to work.
- 5) If an associate notifies their Appointing Authority that they have a high risk for COVID-19 transmission or have been exposed to someone ill with the virus, the associate should be directed to go home from work and will be required to wait the maximum incubation period of the virus – 14 days before returning to work.

If an associate has tested positive for COVID-19:

- The County will pay them their normal hourly rate of pay until they have received a return to work release from their physician
- Departments should code this leave in Paycor Time and Attendance as COVID19.

If a member of the associate's immediate family is diagnosed with COVID19:

- The associate should be directed to go or stay home until the family member is released from the care of a physician.
- Departments should code this leave in Paycor Time and Attendance as COVID19.

If an associate self-reports that they have been exposed to someone ill with the virus and/or exhibits symptoms of the virus after being exposed to someone with the virus:

- Associate will be sent home or asked to stay home from work.
- The first three days off work should be coded as COVID19.
- The associate should seek medical advice from their doctor, virtual doctor or retail health clinic. If the doctor directs the associate to stay home for the 14-day incubation period or designated release date, the associate will be paid their normal hourly rate and it should be coded in Paycor as COVID19. A release to return to work notice by physician will be required.
- If the associate is diagnosed by their physician with another illness. The associate will follow the doctor's recommendation to return to work. The first three days should be coded COVID19 and any additional time that the associate elects (or is required by their physician) to take off from work should be coded the appropriate leave code (sick/vacation). A release to return to work notice by physician will be required.

6) If an associate has traveled to an area with widespread or ongoing community spread (Level 3 Travel Health Notice). Associate must stay home for the maximum 14- day incubation period from the time they left the area and practice social distancing.

- Departments should code this leave in Paycor Time and Attendance as COVID19.
- If an associate exhibits symptoms, such as, fever, cough, shortness of breath, they should seek medical attention from their physician, KC Virtual Care at <https://bluekcvirtualcare.com/landing.htm> , Retail Health Clinic or Urgent Care facilities and will need a written doctor's note to return to work.
- If additional leave beyond the 14-day incubation period is needed, the associate must notify their Appointing Authority.
- Here is a link to the CDC Travel Health Notices <https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notice.html>

7) Effective March 18, 2020 any county associate who **knowingly** travels outside the greater Kansas City metropolitan area, and/or travels overseas, and/or becomes exposed to the Coronavirus while traveling will be subject to the following guidelines:

- Self-quarantine for the 14-day incubation period.
- Will **not** be paid for the 14-day incubation period and instead will be required to use their own accrued sick/vacation leave.

- 8) If an associate notifies their Appointing Authority that they are unable to secure daycare or a babysitter for their children due to the closing of their daycare or schools, the Appointing Authority **may** work with the associate to see if they can work reduced hours or work from home, if applicable. The Appointing Authority will make the decision to approve if an associate(s) can work from home, work reduced hours, etc. based on the staffing needs of the department. Upon approval of Appointing Authority, should associate be unable to secure daycare, the county will continue to pay your normal hourly rate to be coded as COVID19. Your accrued sick and vacation leave will not be affected.
- 9) The ability for an associate to work from home, reduced work hour or skeleton crews will be considered and communicated to the associate and approved by the Appointing Authority.
- 10) Confidentiality provisions will remain in place. Though names of infected associates will not be revealed, the County will inform fellow associates of their possible exposure to COVID-19 in the workplace but maintain confidentiality of the infected person(s).
- 11) Exposure to and/or diagnosis of the Coronavirus does fall under the Family Medical Leave Act – A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves **inpatient care or incapacity and continuing treatment** by a health care provider. FMLA procedures will remain in place. Upon notification, the Appointing Authority will complete Notice of Eligibility, Designation Notice and fit for duty form.

If you have any additional questions or concerns please email Michelle Chrisman, Interim Director of Human Resources at mchrisman@jacksongov.org

2nd

Return-To-Work
May 18, 2020

On May 18, 2020, Jackson County offices and buildings will reopen to the public and our County Associates. The Jackson County Courthouse, Historic Truman Courthouse, Eastern Jackson County Courthouse, and the Albert Riederer Community Justice Center have been sanitized as of May 11, 2020. Social distancing signing will be posted throughout all County buildings. Masks, gloves, and sanitizing equipment will be available to all associates daily for at least the next 90 days. Plexiglass will be installed in high volume areas for citizen and associate safety. The County is working to secure thermometers and personnel to administer the thermometer testing for citizens and associates entering the buildings.

Jackson County Department Directors will be implementing schedules for their associates to return to work. Departments have been directed to gradually ease associates back to work by adjusting hours, shifts, or continuing to work from home remotely.

The following guidelines will be required to be followed by all County Associates upon returning to work:

- 1) Masks **must** be worn inside the building in the common areas (hallways, elevators, restrooms, etc.) and when communicating with the public and other County Associates.
- 2) Limit socializing in breakrooms and maintain social distancing protocols.
- 3) Maintain 6 feet distancing from others at all times.
- 4) Department will continue to hold meetings by teleconferencing, video conferencing and only hold meetings with 10 people or less.
- 5) Wash your hands often with soap and water for at least 20 seconds.
- 6) Avoid touching your eyes, nose, or mouth with unwashed hands.
- 7) Avoid close contact with people who are sick.
- 8) Avoid close contact with others.
- 9) Cover your mouth and nose with a tissue when you cough or sneeze, then throw the tissue in the trash and wash your hands.
- 10) If you are sick, please stay at home.

Jackson County, Missouri Coronavirus Sick Leave Policy

Effective May 18, 2020 - Sick Leave Policy that will be in effect until further notice.

- 1) Associates who have symptoms of acute respiratory illness are recommended to stay home and not come to work until they are:

- free of fever (100.4° F [37.8° C] or greater using an oral thermometer)
- free of signs of a fever, without the use of fever-reducing medicines
- free of any other symptoms for at least 24 hours, without use of altering medicines (e.g. cough suppressants).

Associates should notify their supervisor by phone or email and stay home if they are sick. If an associate shows signs of symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during the day they should be separated from other associates and be sent home immediately.

Associates showing COVID19 symptoms should contact their personal physician or contact The Jackson County Health department to complete self-report form--
<https://form.iotform.com/201005024298040>. The Health department will direct you to see your physician or be tested.

Associates testing positive for COVID19, will be coded in Paycor as COVID19.

- 2) For associates who are most at risk for severe illness, (e.g. heart disease, diabetes, lung disease and immunocompromising conditions, such as, cancer, cancer treatments etc.) should be directed to go home by the Appointing Authority.
 - a) Those associates who are 70+ years old should also be directed to go home or work from home if applicable until notified to return back to work.
 - b) 70+ associates will be directed back to work at the discretion of the Appointing Authority.
 - c) They will continue to be paid their normal rate of pay and it will be coded in Paycor as COVID19.
 - d) The associate can voluntarily return to work. The County would prefer the associate provide a physician's note stating they can return to work, but not required.
- 3) Jackson County associates are encouraged to use KC Virtual Care at <https://bluekcvirtualcare.com/landing.htm>, Retail Health Clinics and Urgent Care facilities. They should avoid visiting the Emergency Department or calling 911 to save those resources for those people who are having severe illness and other emergencies. Call ahead before you go to your doctor's office or emergency room.

- 4) If an associate has tested positive for COVID-19 and/or been advised by a health care provider to self-quarantine related to COVID19:
 - a) The County will pay them their normal hourly rate of pay until they have received a return to work release from their physician.
 - b) Departments should code this leave in Paycor Time and Attendance as COVID19 for two weeks (up to 80 hours).

- 5) If a member of the associate's immediate family is diagnosed with COVID19 and/or caring for a family member prescribed to self-quarantine:
 - a) The associate should be directed to go or stay home until the family member is released from the care of a physician.
 - b) Departments should code this leave in Paycor Time and Attendance as COVID19 for two weeks (up to 80 hours).

- 6) If an associate self-reports he/she exhibits symptoms and seeking medical diagnosis:
 - a) Associate will be sent home or asked to stay home from work.
 - b) The associate will be asked to self-report to their personal physician, virtual doctor, or Jackson County Health Department.
 - c) If tested for COVID 19 and test is **positive**, the associate will be coded in Paycor as COVID 19. A release to return to work by health care provider will be required.
 - d) If tested for COVID19 and test is **negative**, the associate will be coded in Paycor as COVID19 until department is notified that the test is negative. If associate requires additional time off, they will have to use their accrued sick/vacation leave. A release to return to work by physician will be required. The associate will follow the health care providers recommendation to return to work.

- 7) If an associate notifies their Appointing Authority that they are unable to secure daycare or a babysitter for their children due to the closing of their daycare or schools, the Appointing Authority **may** work with the associate to see if they can work reduced hours or work from home, if applicable.
 - a) The Appointing Authority will make the decision to approve if an associate(s) can work from home, work reduced hours, etc. based on the staffing needs of the department. Upon approval of Appointing Authority, should associate be unable to secure daycare, the county will continue to pay your normal hourly rate to be coded as COVID19.
 - b) Documentation that daycare or childcare provider is closed will be required. Your accrued sick and vacation leave will not be affected.

- 8) The CDC recommends you **stay home** as much as possible, especially if your trip is not essential, and **practice social distancing** especially if you are at higher **risk of severe illness**. Don't travel if you are sick or travel with someone who is sick.

- 9) Travel outside of the Jackson County for business purposes for conferences will not be allowed. If a County associate must travel (outside our local area) or traveling for a job considered as essential service, make sure to follow guidelines listed below. Appointing Authority will have the discretion to make decision for associates to travel for county business.
 - a. Clean your hands often.
 - b. Wear a cloth face covering in public.
 - c. Avoid touching your eyes, nose, and mouth.
 - d. Avoid close contact with others.
 - e. Cover coughs and sneezes.
 - f. Pick-up food at drive-throughs, curbside restaurant service, or stores. Do not dine in restaurants if that is prohibited by state or local guidance.
- 10) Effective May 11, 2020, county associates can travel outside the Kansas City Metropolitan area and will not be subject to 14-day quarantine period.
- 11) The ability for an associate to work from home, reduced work hour or skeleton crews will be considered and communicated to the associate and approved by the Appointing Authority.
- 12) Confidentiality provisions will remain in place. Though names of infected associates will not be revealed, the County will inform fellow associates of their possible exposure to COVID-19 in the workplace but maintain confidentiality of the infected person(s).
- 13) Exposure to and/or diagnosis of the Coronavirus does fall under the Family Medical Leave Act – A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves **inpatient care or incapacity and continuing treatment** by a health care provider. FMLA procedures will remain in place. Upon notification, the Appointing Authority will complete Notice of Eligibility, Designation Notice and fit for duty form.
- 14) As of May 18, 2020, all associates currently on Family Medical Leave (FMLA) or WorkComp FMLA should be coded as sickfmla, vacfmla or workcompfmla. Any elective surgeries or procedures will require FMLA documentation and accrued leave will be required per the Personnel Rules.
 - a) For associates 70+ years of age and who have been sent home due to COVID19, departments will complete a FMLA designation from May 18, 2020 through December 31, 2020 and forward copy to Human Resources. These associates should be coded COV19FMLA. They will be paid until they are notified to come back to work by Appointing Authority.
 - b) For associates designated with underlying medical conditions who have been sent home due to COVID19, departments will complete a FMLA designation from May 18, 2020 through December 31, 2020 and forward copy to Human Resources. These associates should be coded COV19FMLA. They will be paid until they are notified to come back to work by Appointing Authority.
 - c) Associates can voluntarily come back to work. They must notify their Appointing Authority prior to returning to work.
 - d) FMLA documentation submitted for elective surgeries or other medical conditions will be coded as sickFMLA, vacFMLA or WorkCompFMLA accordingly.

Article 7
Labor-Management Committee

Section A. To facilitate communication between the Parties and to promote a climate conducive to constructive Employer-Employee relations, a joint labor-management committee shall be established to discuss the implementation of this Memorandum and other matters of mutual interest, including, but not limited to, the evaluation of current safety equipment, policies, and procedures. The committee shall be limited to no more than three (3) representatives from the Union and their servicing Staff Representative, and an equal number designated by the Employer. The composition of the local Union's component of the labor-management committee shall be at the discretion of the Union. The Employer shall have the right to secretarial support for the purposes of keeping minutes of the meeting. Said secretarial support shall not count as a management representative per this Article. Time approved for such meetings shall be authorized and compensated by the Employer. Said committee shall meet as necessary but at least quarterly. Written agendas shall be submitted a week in advance of regular meetings.

Meeting minutes will be taken and distributed by the Employer to the Union prior to being finalized. The Union will have the opportunity to make corrections to the draft meeting minutes. The Union shall not post any meeting minutes prior to being finalized and distributed to all labor-management committee members.

Section B. All changes in policies and procedures shall be given to the Union Employees at least fifteen (15) days prior to implementation, to allow the Union to recommend any additions or changes. However, changes affecting the health or safety of inmates and/or staff may be implemented immediately. Employees may submit comments regarding any such policy change, which will be considered by the Employer and revised if appropriate.

Article 8
Rights of the Employees

To ensure individual rights of Employees are not violated, the following shall represent the Employees' Bill of Rights:

Section A. A Merit Employee shall be allowed to have a Union Representative present as defined in the Grievance Procedure, Article 24.

Section B. A Merit Employee shall be entitled to have a Union Representative present at each stage of a disciplinary proceeding during which a disciplinary action as defined Personnel Rule 15.1 is taken or is proposed to be taken against the Employee. In all disciplinary matters, the Employer will generally be guided by its Code of Conduct. During any interview or questioning in which an Employee has a reasonable belief that disciplinary action might ensue, said Employee will be entitled, upon request, to have present a



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



To: Diana Turner, Director
From: Lucas Castilleja, Accreditation Manager
Date: 07/09/2020
Subject: Rescind Policy A1.31 Minimum Staffing Levels

Request policy A2.31 Minimum Staffing Levels be rescinded.

National standards for best practice and the dynamic needs of the facility no longer support the static nature of this policy. Dynamic staffing plans for safe, secure, and efficient operation of the facility are in effect and are adaptable to the changing needs of the facility. Staffing plans will continue to be reviewed annually as part of a comprehensive staffing analysis with review and modification based on documented changes in the facility.

Approved / Disapproved

Diana Turner
7/9/2020



OFFICIAL GRIEVANCE FORM

Date: 7/23/20

Name of Grievant(s): POLICY A2.31 Minimum Staffing Levels

Department/Division: corrections Facility: _____

Job Classification: Correctional officer

Statement of grievance:

Changing the Minimum Staffing Levels to change safety and security for staff

Remedy sought:

All things made Whole

List the specific Article and Section number(s) of the Contract you believe were violated:
Article 7 and any other relevant articles

Local 1707 and Jackson County Staff
Grievant signature

chassidi mitchell
Steward/Union Representative signature

Received by Immediate Supervisor: _____ Title: _____

Signature of Immediate Supervisor: _____ Date: _____

Date preliminary step response given by immediate supervisor: _____

Grievant/Union response if dissatisfied with immediate supervisor's decision and continuing grievance (attach additional comments):

Signature of Union Representative: _____ Date: _____

Grievance # _____

Date filed at Step 1 (within 10 days of preliminary step decision): _____

Received by (name of Step 1 Administrator): _____ Title: _____

Date received: _____ Date of Step 1 meeting (within 10 calendar days of file date): _____

Date response given by Step 1 Administrator (within 14 calendar days of receipt): _____

Signature of Step 1 Administrator: _____

Grievant/Union response if dissatisfied with Step 1 Administrator's decision and continuing grievance (attach additional comments):

Signature of Union Representative: _____ Date: _____

Date filed at Step 2 (within 14 days of receipt of preliminary Step 1 decision): _____

Received by (name of Step 2 Administrator): _____ Title: _____

Date received: _____ Date of Step 2 meeting (within 10 calendar days of receipt): _____

Date response given by Step 2 Administrator (within 14 calendar days of receipt): _____

Signature of Step 2 Administrator: _____

Grievant/Union response if dissatisfied with Step 2 Administrator's decision and continuing grievance (attach additional comments):

Signature of Union Representative: _____ Date: _____

Witnesses, documents, or other evidence needed for Step 3: _____

Date filed at Step 3 (within 14 calendar days of receipt of Step 2 decision): _____

Received by (name of Step 3 Administrator): _____ Title: _____

Date received: _____ Date of Step 3 meeting (within 15 calendar days of receipt): _____

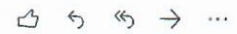
Date response given (within 30 calendar days of receipt of grievance form): _____

Signature of Step 3 Administrator: _____

Signature of Union Representative: _____ Date: _____

Mail - Chassidi A. Mitchell - Outlook

Jennifer Schmidt <jschmidt@afscmemo.org>
Thu 7/23/2020 7:25 PM



To: Diana L. Turner
Cc: Chassidi A. Mitchell; Ighodaro K. Olaye; Akanimoh E.O. Akah; Andrew S. Washburn

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Diana,
The reason for the grievance is due to your unwillingness to meet as per our MOU states. Labor management is a mutual agreement to meet and to discuss the issue/or issues that are needing addressed.
Are you again not willing to meet to discuss a grievance violating the MOU that Jackson County signed in good faith?
Jennifer

Sent from my iPhone

Begin forwarded message:



Diana L. Turner
Fri 7/24/2020 8:31 AM



To: Jennifer Schmidt <jschmidt@afscmemo.org>
Cc: Chassidi A. Mitchell; Ighodaro K. Olaye; Akanimoh E.O. Akah; Andrew S. Washburn

Good morning Ms. Schmidt,

Your submitted grievance, which will be responded to within the required time frames, provides no information about the stated concern or expected/desired remedy, making a response difficult. It would be helpful if your grievances, when submitted, included facts, dates, times, supporting documentation, and the policies and/or Personnel Rules they believe have been violated by the employer, and how.

Ms. Mitchell, stating she was acting on behalf of the union, sent an email directly to Mr. Castilleja with her objections. Communication from the union to the administration should be directed to me and I will distribute as may be necessary.

You were provided a corrected copy of the Operational Memorandum on 7-23-2020, with an effective date of 8-7-20, to provide you the opportunity for feedback, in accordance with the MOU. Your responses should be submitted in writing directly to me.

Thank you in advance,

Diana L. Turner, Director
Jackson County Detention Center
1300 Cherry St.
Kansas City, Missouri 64106
(816) 881-4280

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Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



July 31, 2020

Grievance Response #1707-2002

Ms. Chassidi Mitchell,

I have received an official grievance #1707-2002 with a Statement of grievance of "Changing the Minimum Staffing Levels to change safety and security for staff." This grievance was assigned to me for response as I am involved in the development and review of facility policy, including Policy A2.31 Minimum Staffing Levels included in the Name of Grievant field. The details included in the grievance are insufficient for me to identify and substantiate a violation of Article 7.

There has not been an effective change to Policy A2.31 Minimum Staffing Levels as of today. A recommended change to the status of that policy was distributed to Union representatives in accordance with Article 7, Section B, and was resubmitted and redistributed on July 23, 2020 with clarification regarding the intent to provide 15 days before implementation to allow the Union to recommend any changes. Based on my review of the general situation and the grievance received, I am not able to substantiate a violation of Article 7.

Respectfully,

Lucas Castilleja, Accreditation Manager



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



To: All Associates
From: Diana L. Turner, Director *DLT*
Date: July 24, 2020
Subject: **Operational Bulletin: (Detention Operational Staffing Notification Requirements)**

The following Operational Bulletin is implemented to enforce the Detention Operational Staffing Notification Requirements for the Jackson County Detention Center (JCDC).

In the event the Detention Operational Staffing for all Post Assignments on all Shifts is below **(1) Lieutenant and (35) Uniformed Employees and (2) Records staff** an immediate notification will be made to the Manager of Detention, Deputy Director of Operations, or the Director to provide additional guidance, authorization in accordance to JCDC Policy A2.49 (Overtime Staffing) or Emergency Protocols and Procedures.



Jackson County Department of Corrections



Shift Event Log

Shift

Day Shift (07:00-19:00)

Date

Tuesday, July 28, 2020

Location

A0 Intake

Beginning shift change rounds/briefing conducted by Bangura and Hasselbach from 06:55 to 07:05.

Staffing and Assignments:

Name:

Assignment: MC75A: Condition:

Officer Farquharson

LCO

151

No Damage

Lunch?

/

Break?

/

Partial shift?

/

Officer Carlock

Dress-in

152

No Damage

Lunch?

/

Break?

/

Partial shift?

/

Officer Hasselbach

Center

153

No Damage

Lunch?

/

Break?

/

Partial shift?

07:00 / 08:30

Equipment Accountability:

25 Keys

3 SCBAs

1 Handcuffs

1 Safety Knife

3 Fire Extinguishers

0 MC75A Batteries

Belly chains

Leg shackles

Key Counts:

	Time:	Officer:	# of Keys:
1.	07:28	Officer Farquharson	
2.			25
3.			
4.			

SA Rounds: Yes/No

SA rounds conducted by: |

From: To:

Sgt./Lt. Briefing:

Off floor to attend Lt./Sgt. briefing at: . Returned at:

Knife Checks:

Time	Officer	# of knives
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Population:

Temp. Holds: 1 New Admits: 2 Total: 3

Warrants Served: Y/N

| warrants received from Criminal Records at |.

Warrants served by from | to |

Arraignments:

<u>Agency</u>	<u># of inmates</u>	<u>Arrival time</u>
Kansas City PD	[Redacted]	[Redacted]
Independence PD	[Redacted]	[Redacted]

Nurse Activities: Y/N

<u>Name</u>	<u>Arrival</u>	<u>Departure</u>	<u>Purpose/Comments</u>

Temporary Holds: Yes

<u>Type</u>	<u>Name</u>	<u>DOB</u>	<u>Arrest Time</u>	<u>Location</u>
24-hr hold	Hill, Phillip	09/09/1986	20:29	Cell 09

Hold Conditions

NONE

Post Activity:

<u>Time</u>	<u>Event Type</u>	<u>Nature</u>
07:24	Security	Day Shift relieve Night Shift.
07:31	Security	Population at beginning of Shift 3 Temp Hold (1), AOU (2), Intake worker (1)
08:00	Other (Routine)	Headcount called in and complete. Called into 1st Lt's Officer spoke with Lt. Tali Temp Hold (1), and AOU (2)
08:01	Other (Routine)	Deputy Foster in the facility to interview Arrestee Hill, Phillip. Left
08:06	Other (Routine)	Officer Carlock began dressing in 1 male inmate.
08:38	Security	Hasselbach resigned to Med Pass.
08:42	Security	Below Min Staff. Officer Farquharson and Officer Carlock in the area.
09:03	Other (Routine)	Inmate Hill, Phillip and inmate Worker both refused their trays.
09:22	Other (Routine)	Officer Carlock in route to pick up floor workers from the floor and escort Laundry workers to work area (Laundry room)
09:29	Other (Routine)	Officer Fasola escort inmate from 5th floor for X ray
09:32	Other (Routine)	Below Min Staff. Officer Farquharson in the area Officer Carlock escort inmate from floor back to housing area.
09:57	Other (Routine)	Deputy in the facility to take report. Lt. Tali notified
09:59	Security	Below Min Staff. Officer Farquharson in the area Officer Carlock escort Deputy to 1st floor.
10:00	Other (Routine)	Inmate Hill Booked in and off of TEMP HOLD.
12:06	Other (Routine)	Officer Carlock begin lunch break in kitchen at this time
12:12	Other (Routine)	Officer Hasselbach escort Intake worker back to housing area

12:16 Security Below Min Staff. Officer Farquharson and Officer Hasselbach in the area. Officer Carlock giving 30 lunch break in Kitchen

12:17 Security Officer Boyce re assigned to TMC hospital.

Ending shift change rounds/briefing conducted by | and | from | to |.

reviewed the shift log to make sure it is accurate and complete.

Has the shift log been printed and the printout placed in the appropriate binder? Select...



Jackson County Department of Corrections



Shift Event Log

Shift

Day Shift (07:00-19:00)

Date

Monday, July 27, 2020

Location

A0 Intake

Beginning shift change rounds/briefing conducted by Officer Bruce and Officer Bruce from 06:55 to 07:05.

Staffing and Assignments:

Name:	Assignment:	MC75A:	Condition:	
Officer Bruce	<u>LCO</u>	151	<u>No Damage</u>	
	<input type="checkbox"/> Lunch?		<input type="checkbox"/> Break?	<input type="checkbox"/> Partial shift?
	/		/	/
Officer Lamothe	<u>Center</u>	152	<u>No Damage</u>	
	<input type="checkbox"/> Lunch?		<input type="checkbox"/> Break?	<input type="checkbox"/> Partial shift?
	/		/	/
Officer Renfro	<u>Dress-in</u>	153	<u>No Damage</u>	
	<input type="checkbox"/> Lunch?		<input type="checkbox"/> Break?	<input type="checkbox"/> Partial shift?
	/		/	/
Officer Farquharson	<u>Rover</u>	155	<u>No Damage</u>	
	<input type="checkbox"/> Lunch?		<input type="checkbox"/> Break?	<input type="checkbox"/> Partial shift?
	/		/	/

Equipment Accountability:

9 Keys	3 Fire Extinguishers
3 SCBAs	0 MC75A Batteries
1 Handcuffs	<input type="checkbox"/> Belly chains
0 Safety Knife	<input type="checkbox"/> Leg shackles

Key Counts:

	Time:	Officer:	# of Keys:
1.	09:46	Officer Farquharson	37
2.	19:01	Officer Farquharson	37
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.			

SA Rounds: Yes/No

SA rounds conducted by: |
From: To:

Sat./Lt. Briefing:

off floor to attend Lt./Sgt. briefing at: [REDACTED]. Returned at: [REDACTED]

Knife Checks:

Time	Officer	# of knives
1. [REDACTED]	[REDACTED]	[REDACTED]
2. [REDACTED]	[REDACTED]	[REDACTED]

Population:

Temp. Holds: 0 New Admits: 10 Total: 10

Warrants Served: No

[REDACTED] warrants received from Criminal Records at [REDACTED].

Warrants served by [REDACTED] from [REDACTED] to [REDACTED]

Arraignments:

Agency	# of inmates	Arrival time
Kansas City PD	[REDACTED]	[REDACTED]
Independence PD	[REDACTED]	[REDACTED]

Nurse Activities: Yes

Name	Arrival	Departure	Purpose/Comments
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Temporary Holds: No

Post Activity:

Time	Event Type	Nature
09:00	Security	Below Min Staff at this time. Officer Lamothe and Farquharson in the area. Officer Refro moved to Med Pass.
09:09	Security	Below Min Staff at this time. Farquharson in the area. Officer Lamothe escort inmate back to housing an pick up floor workers off floor.
09:12	Other (Routine)	2 trays and 3 paper plates on the escorted to the area at this time
09:40	Other (Routine)	Trays passed out at this time by Officer Lamothe
10:00	Other (Routine)	Below Min Staff at this time. Officer Lamothe and Farquharson in the area. Officer Refro moved to Med Pass.
11:10	Other (Routine)	Officer Lamothe begin dressing inmates in.
12:26	Other (Routine)	Nurse Jones check inmate lungs due to difficult breathing
14:16	Security	Below Min Staff at this time. Farquharson in the area.
14:20	Other (Routine)	Inmate Hirst (isolation) out to use phone. Complete at 14:25
14:35	Other (Routine)	Nurse McKenzie informed JCDC staff on inmate Manning being sent out to ER NON Emergency,
14:33	Other (Routine)	Inmate Voss out for 30 minutes to use phone. Complete @
14:39	Security	Below Min Staff at this time. Officer Lamothe and Farquharson in the area. Officer Refro conducting breaks on the 3rd and 4th floor.
15:22	Security	Inmate Manning escort to transportation for ER run. escort by Officer Renfro.
17:31	Other (Routine)	Officer Irondi and Officer Portwood escort inmate Reyes to be ran through body scanner

18:25 Other (Routine)

Officer Carlock escort 2 inmates on Isolation to 6th floor for housing.

Ending shift change rounds/briefing conducted by | and | from | to |.

reviewed the shift log to make sure it is accurate and complete.

Has the shift log been printed and the printout placed in the appropriate binder?

Select...



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



To: All JCDC Associates

From: Diana L. Turner, Director *D.L.*

Date: May 7, 2020

Subject: Operational Bulletin: (Reduction of Maximum Overtime Hours)

The following Operational Bulletin is in an effort to ensure the Safety of all JCDC Associates, the Safety, Security, and Operations of the Jackson County Detention Center, and in accordance to JCDC Policy A2.49 (Overtime Staffing) and the AFSCME (MOU) Memorandum of Understanding (Article 6) Management Rights Sections (A & B) and (Article 26) Overtime Section (F).

Effective immediately, unless prior authorization is approved by the Shift Administrator, Manager of Detention, or Deputy Directors all JCDC Associates will be allowed to work a Maximum of (4) 12 Hour Shifts for a total of (48) Hours of Voluntary Overtime during a Pay Period. This does not include daily shift change overtime or the (4) Hours of overtime accrued during a normal (12) Hour Shift Schedule. The (48) Hour Maximum limit does include any Holiday Overtime Hours worked. There will be no (16) Hour Shifts worked.

All Overtime will be approved, monitored, documented, and managed by the on duty Supervisor/Managers. Prior notification and a written justification are required for any Overtime worked in excess of (48) Hours. It is the responsibility of the Associate working Overtime in conjunction with the Supervisors and Managers to monitor and manage all Overtime.

In the event of an Emergency situation, Management may approve Overtime in accordance to JCDC Policy A2.49 Section (IV) Accountability Mandatory Overtime (A&D) and the AFSCME (MOU) (Article 26) Overtime Section (D) Mandatory Overtime.

In the event a JCDC Associate refuses to cooperate or comply with the Overtime Policy or Procedures in accordance to JCDC Policy A2.49 Overtime Section VII (Overtime Disciplinary Actions) and the AFSCME MOU (Article 6) Management Rights Section (A) the appropriate Corrective Actions may be taken.

Once again this Operational Bulletin is to ensure the Safety and Wellbeing of all JCDC Associates and to ensure the Safe and Secure Operations and to meet all the Missions and Goals of the Jackson County Detention Center.

Thanks to all JCDC Associates who have volunteered for Overtime and we are grateful for all your and work and dedication.

Mission

Promoting the development of sound and stable labor-management relations,

Preventing or minimizing work stoppages by assisting labor and management in settling their disputes through mediation,

Advocating collective bargaining, mediation and voluntary arbitration as the preferred processes for settling issues between employers and representatives of employees,

Developing the art, science and practice of conflict resolution, and

Fostering the establishment and maintenance of constructive joint processes to improve labor-management relationships, employment security and organizational effectiveness.

Planning for Progress

Labor-Management Committees



FMCS

Federal Mediation & Conciliation Service

2100 K Street, NW
Washington, DC 20427
(202) 606-8100
www.fmcs.gov



FMCS

Federal Mediation & Conciliation Service

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Why FMCS?

“With a history of more than 60 years of providing mediation and facilitation services, FMCS has more collective experience in dispute resolution than any other agency of government.”

Planning for Progress

Labor-Management Committees

Each year many new labor-management committees are formed by companies and unions representing their employees with the assistance of the Federal Mediation and Conciliation Service. Although labor-management committees have been on the American industrial relations scene for many years, there is continued interest in the concept as a means of promoting industrial peace.

Job enrichment and employee involvement at the worksite have drawn much interest in the industrial relations community. Considerable publicity has attended successful workplace programs that improve company profits, promote productivity, increase employee security and provide satisfaction to participants in labor-management committees.

Worksite, area and industry-wide labor-management committees have helped stabilize labor relations within communities and throughout industries.

The goals of such committees can range from a sincere desire to simply improve communications to an extensive program aimed at modifying behavior patterns, job enrichment and productivity improvement. Regardless of their goals, they have one thing in common—the essential need for representatives of labor and management to join together to talk about mutual problems. The labor-management committee is one of the keys to accomplishing this.

Determining the Need for a Labor-Management Committee

All too often, the only formal means of communication between labor and management is the contractual grievance procedure and contract negotiations.

That line of communication is strictly one between adversaries. A “win-lose” atmosphere is not conducive to solving other matters of mutual concern. The result is that top management is often insulated from the operational problems that spill over to become labor relations disputes. The parties find that routine problems that have no avenue for attention ultimately land on the bargaining table at contract time.

Clues that indicate the need for a worksite labor-management committee may become obvious in contract negotiations. And all too often, after the contract is settled, the unresolved problems are pushed to the side. Allowed to fester, they become grievances or critical issues in the next set of contract negotiations. Thus the divisive cycle repeats itself.

Some clues that indicate the need for an improved means of communication between labor and management?

1. An unusually high number of grievances, or repetitive grievances on the same issues.
2. Lack of use or improper use of the grievance procedure.
3. Few settlements of grievances in lower steps or an excessive number of arbitration cases.
4. A larger number of “relationship-type” demands during contract negotiations.
5. Distrust that breeds poor attitudes at the bargaining table.
6. An indication of economic crisis within a company, i.e., partial workplace closure, low productivity, poor quality, inability to compete.
7. A breakdown of communications at all levels.

Why Consider a Labor-Management Committee?

The labor-management committee is not a substitute for the grievance procedure or contract negotiations. But it can contribute to making both more effective forums for constructive resolution of disputes. As such, **the labor-management committee can develop into a significant factor in improving the labor relations climate in organizations.** From a practical standpoint, both labor and management want to know why they should shift from an adversary position to one of mutual cooperation. In other words, “what’s in it for my organization?”

What’s in it for Management?

1. A forum to review business conditions, quality problems, product development, customer requirements and other related matters that demonstrate the relationship of the employees’ role in the success or failure of the business.
2. An opportunity for advance discussion of operational problems, planning and scheduling, and other matters that have potential impact on employee work schedules, overtime scheduling, layoffs, recalls, temporary transfers or new job opportunities.
3. An open channel of communication for top management to establish rapport with the union committee without becoming bogged down in day-to-day labor relations problems, including grievances.
4. An opportunity for management to be responsive to constructive suggestions and valid complaints, demonstrating to the union and employees that management is sincerely interested in improving the workplace.
5. A means of communicating with employees through their elected leaders.

What's in it for Labor?

1. A channel of communication to top management.
2. A chance for input on operational problems and management plans that affect employees' work schedules, job assignments and working conditions.
3. An avenue to express employee complaints that lie outside the normal grievance procedure.
4. An opportunity to resolve minor problems before they become significant grievances.
5. Recognition, by management, of the union as a responsible organization with a constructive role beyond that of simply processing grievances.
6. A means of strengthening communications with the membership.

Obtaining Labor and Management Agreement and Commitment

The first step in minimizing labor-management conflict during the term of an agreement is for both parties to **recognize their mutual problems and be willing to make the necessary commitment to resolve them.**

Federal mediators are in a unique position to provide expert assistance in the formation of a labor-management committee. Although the mediator can assist the parties in establishing a mechanism to help solve their problems, labor and management have the final responsibility for the resolution of their problems.

Obviously, the commitment of the parties will have considerable bearing on the effectiveness of any labor-management committee. Top management in the organization must support the concept. Local union officials and stewards must get the support and understanding of the rank-and-file membership.

Planning for Success

Good intentions must be accompanied by proper planning and organization. It's in this key phase that the mediator's experience and guidance can be most valuable.

Once the agreement and commitment to the establishment of a labor-management committee have been obtained, an organizational meeting is necessary. This meeting requires the involvement of the decision makers from management and labor, since the composition of the labor-management committee and the guidelines it will follow will be made and endorsed at this session.

The guidelines should include statements on:

1. The purpose and commitment of the committee, which may be signed by leaders of both parties.
2. The structure and size of the committee.
3. A procedure for the timing, size and exchange of agendas.
4. The time, place, duration and frequency of meetings.
5. The method for taking and maintaining minutes of the meetings.
6. Other matters unique to their particular relationship.
7. Each party should assign top representatives as permanent members. Provision should also be made for the rotation of "at-large" members.

Management should have a top operations official, such as the workplace manager or facility administrator, and the Labor Relations or Human Resources manager as part of its permanent committee. The union's permanent committee members should include its international or business representative, the local union president or chief steward, as well as the shop committee or key members of the executive board. It is also suggested that no alternates or substitutes be permitted as permanent members of the committee.

Rotating members, a supervisor and steward, for example, can be chosen from the same department. This method of rotation gives each group in the workplace an opportunity for coordinated participation. The "at-large" rotating members also lend credibility by providing an open door for potential skeptics.

A determination for chairing the structure permanently should be made. The mediator usually chairs the first few meetings. Once the parties are proceeding successfully, the mediator withdraws.

Chairing then usually alternates between both parties. The mediator remains involved as long as the parties want third-party assistance. The mediator will be available if the parties encounter a special problem that requires third-party help.

It is important to determine the procedure for the exchange, timing and size of each agenda. It is beneficial for both parties to specify subjects for the agenda and to submit them to the other party several days in advance of the meeting. The parties should be encouraged not to be so rigid in their agenda requirements that a hot issue cannot be placed on the agenda at the last minute by mutual consent. Urgent business should be aired first to keep tensions at a minimum. Topics that remain will then be given consideration in a more relaxed atmosphere. Each committee member, in turn, should be given an opportunity to express opinions on each issue.

Meetings should be regularly scheduled to assure continuity. Initially, the frequency should be once a month for two hours. The frequency and duration can be expanded or reduced to suit the needs of each situation.

Other general guidelines may be established, such as:

- Neither party may demand or propose any change in the language of their current agreement.
- Active grievances will not be discussed. This should not prohibit the discussion of serious problems that may, in an incidental manner, be covered by an active grievance.

Hints on Minutes

While proceedings of labor-management committee meetings tend to be conducted in an informal atmosphere, the need for some written record is important. Minutes demand a strong sense of credibility. The minutes must accurately reflect the discussions to be credible.

- Minutes can be recorded by both parties. These minutes might be pooled, edited and approved by both parties prior to final preparation and distribution.
- The minutes should record "old business," reflecting items satisfactorily disposed of, as well as "open" items still under study. This shows a positive cause-and-effect relationship that demonstrates the value of the labor-management committee to the membership as an avenue for valid complaints or suggestions. This not only lends support to the union committee's participation, but also places management in a positive light as being responsive to constructive suggestions.
- It should be agreed that these written proceedings will not be introduced into any grievance or arbitration hearing. This is vital, since maintaining an uninhibited, free exchange of dialogue is critical for success.
- A method for distribution of minutes should be agreed upon. Minutes can be posted on workplace bulletin boards, presented at staff or employee meetings, at union membership meetings and, possibly, mailed to employees' homes. They should be cosigned by representatives of both parties.

Do's and Don'ts

Once the labor-management committee has been set up and organizational items have been agreed upon, the success of the committee depends on the parties. Based on past experience, federal mediators have identified some of the "do's" and "don'ts" that provide the framework for success.

- Do** Keep the discussion centered on the issue involved.
- Do** Keep personalities from becoming involved.
- Do** Hold all meetings as scheduled. Cancel meetings only in an emergency. Be prompt in attending the meetings.
- Do** Submit the agenda in advance to allow the opposite party sufficient time to investigate problems.
- Do** In submitting the agenda, identify all items to be discussed.
- Do** Maintain an agreed-to procedure on recording and drafting the minutes, as well as methods of distribution.
- Do** Maintain accurate minutes on subjects discussed at the previous meetings that have been "completed" or "resolved" as well as those items still "open."
- Do** Be sure the committee concept is explained to and understood by employees and supervisors.

- Don't** Start the first meeting with extremely difficult issues. Get accustomed to this problem-solving technique by tackling rather minor problems first.
- Don't** Allow the meetings to become gripe sessions.
- Don't** Deal in generalities. Be specific about the problem and its suggested correction.
- Don't** Anticipate that you know the answer to a question before it has been discussed. Ask questions to get the facts.
- Don't** Treat any issue on the agenda as being unimportant. Each item on the agenda deserves thorough investigation and discussion.
- Don't** Delay in communicating solutions developed for serious problems, or the outcome of issues discussed.
- Don't** Start scheduled meetings late, or drag them on beyond the allotted time. This has often brought failure.
- Don't** Look for immediate results.

And remember, it is important that less serious problems be discussed initially to familiarize everyone with the committee operation and the process of working together to solve problems.

Problems Inherent in Joint Committees

The labor-management committee is no panacea. It requires sincere people who are willing to give it a try. Management has an understandable anxiety about the labor-management committee as a vehicle for encroaching on its right to manage. Management recognizes that the committee may require more time off with pay for union members who participate, and that it will require time and attention of top management personnel.

On the other hand, labor representatives are susceptible to the political implications of how their members might view their participation in labor-management committee meetings. Union leaders don't want to be charged with getting too cozy with management. They have little interest in consulting with management unless they can make a serious contribution. They don't want to be patronized.

The problem-solving approach of the labor-management committee does not imply a shifting or reduction of power. It is simply a better means of communicating and exercising the responsibility of leadership. It is an approach that can make the labor-management relationship mutually beneficial.

In Summary

Today's complex economic problems call for new efforts by labor and management to pull together in a spirit of cooperation to make the most productive use of their skills and resources.

The introduction of technology to regions of the world with lower costs, the increasing need for costly raw materials from abroad, and the pressure from foreign producers on domestic suppliers have had a profound impact on the American economy.

At home, rapid technological change has had a far-reaching effect in the American workplace, creating new opportunities, changing the nature of jobs and transforming the work environment. Social and educational changes are also impacting labor and management. A rising level of education, the influx of youth, minorities and women into the workforce, and employee lifestyle issues are affecting management and unions alike.

Many management and labor representatives recognize that new approaches are needed to deal cooperatively with mutual problems. They recognize that business-as-usual is no longer a viable approach to these problems. There is general agreement that more cooperation is needed to:

1. Involve employees in solving workplace problems.
2. Reduce waste due to absenteeism, turnover, lack of training, accidents, low morale and employee dissatisfaction.
3. Utilize more fully the skills and knowledge of employees.
4. Work more efficiently and competitively to reduce costs.

The best ideas for improving the way a job is done often come from the people doing the job. Every organization benefits from the ideas and skills of the people working in it, just as employees' security depends on the success and growth of the firm.

Federal mediators are committed to helping management and labor meet these goals. They stand ready to provide counsel and assistance to America's labor-management community.

Sample Format of Committee Bylaws

Joint Labor-Management Committee

Purpose

To investigate, study and discuss possible solutions to mutual problems affecting labor-management relations.

Representation

Union

Five members: president, business agent, secretary-treasurer and two stewards.

Company

Five members: top management representatives, department head, two labor relations representatives and one other operating member from the departments working under the union contract.

The company's general manager and the international representative of the union are ex-officio members.

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is required. The operating members from management and the two representatives from the union, other than the president, business agent and secretary-treasurer, will be rotated every 12 months.

Chairing

Responsibility for chairing meetings shall alternate each meeting between the union and management. Each party will determine whether their chair assignment will be permanent or rotate among their members.

Reporting

Topics will be recorded as they are discussed. Any procedures or recommendations developing from these meetings will be communicated to the proper group; i.e., Operating Department, Joint Standing Committee, Negotiating Committee, etc.

Drafts of the minutes of meetings will be refined by one designated representative from each party.

Date and Time of Meetings

Meetings shall be held once a month, and they shall be limited to two hours. An agenda shall be submitted 48 hours prior to the meetings to both parties. At the first meeting, a specific day and time shall be selected for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Topics not on the agenda shall not be discussed but rather shall be placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.

Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

General Guides

It is recognized that recommendations growing out of these meetings are not binding.

1. No grievances shall be discussed and no bargaining shall take place.
2. Topics that could lead to grievances may be discussed.
3. Each person wishing to speak shall be recognized by the Chair before speaking.
4. The Chair shall recognize a motion from either party to table a topic for further study.
5. Either party may initiate a request to the Federal Mediation and Conciliation Service for assistance.
6. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor-management relationship—for instance, grievance procedure, negotiations, etc.

Sample Format of Contract Language

Sec. 2 Joint Study Committee

- 2.51** The Company and the Union, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish these bylaws for a Joint Study Committee.
- 2.52** The purpose of the Committee is to discuss, explore and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied.
- 2.53** In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing Company-Union Agreement, nor to settle grievances arising under the Company-Union Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

2.54 The Committee shall be composed of 10 members, five representing the Union and five representing the Company. The Union Committee shall include the President of the Local Union, the International Representative or Business Agent and the three Chief Stewards. The Company Committee shall include the General Manager, Labor Relations Manager, Facility Manager and two other Management representatives appointed by the Company. A representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings.

2.55 Chairing the Committee shall alternate between a representative appointed by Management and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.

Meetings shall be held on a day designated by the Chair during the first full calendar week of the month. However, interim meetings may be held if mutually agreed to by the Committee.

Meetings shall be conducted in the workplace facility unless otherwise agreed to.

Meetings shall begin at a time agreed upon by the parties.

The Chair shall cause an agenda to be prepared for the meeting and distributed to all members at least two working days prior to the meeting.

FMCS Organization

FMCS mediators work out of more than 60 field offices around the United States, administered through 10 geographic regions. For more information, contact the FMCS National Office or visit www.fmcs.gov to locate the field office nearest you.

National Office
Federal Mediation and Conciliation Service
2100 K Street, NW
Washington, DC 20427
Phone: (202) 606-8100 Fax: (202) 606-4251
Website: www.fmcs.gov

Notes



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



June 5, 2020

Jennifer Schmidt
AFSCME

Re: Grievance Filed 5-5-2020

Your grievance filed 5-5-2020 states "Administration did not notify the AFSCME of the elimination of overtime hours procedure". It seeks no specified remedy.

In response:

We met with you via conference call this date at your request.

At the time this grievance was filed, there had been no change in overtime processes.

Overtime hours were not eliminated. An operational memorandum issued 5-7-2020 outlines guidance for shift administrators in ensuring that officers are not working more than 48 hours of overtime per pay period, in addition to the current overtime already inherent in a 12 hour scheduled shift. The memo specifically references safety and wellbeing of staff and safe and secure operations of the facility.

You were notified via email on 5-1-20 that this was being developed and was considered an officer safety issue.

Since the issuance of this operational memorandum, there has been no feedback from staff about it in any form.

The memorandum issued on 5-7-2020 references the MOU and management's authority to direct the work force. No policy currently in place, nor any provision of the MOU, guarantees any associate the opportunity to work overtime.

Staff and facility safety remain at the discretion of management.


Diana L. Turner, Director

Cc: Deputy Director Wells
Deputy Director Johnston
HRA Carmen Hayes



OFFICIAL GRIEVANCE FORM

Date: 5/5/2020

Name of Grievant(s): AFSCME

Department/Division: Corrections

Facility: Jackson County

Job Classification: ALL BARGAINING UNIT MEMBERS AFFECTED

Statement of grievance:

Administration did not notify the AFSCME of the elimination of overtime hours procedure.

Remedy sought:

All things made whole .

List the specific Article and Section number(s) of the Contract you believe were violated:
Article 7 (B), and any relevant articles.

N/A

Grievant signature

Jennifer Schmidt

Steward/Union Representative signature

Received by ^{Director} Immediate Supervisor: Diane L. Turner Title: Director 5/5/20

Signature of Immediate Supervisor: _____ Date: _____

Date preliminary step response given by immediate supervisor: _____

Grievant/Union response if dissatisfied with immediate supervisor's decision and continuing grievance (attach additional comments):
Cannot be met at this level.

Signature of Union Representative: Jennifer Schmidt Date: 5-5-20

Date filed at Step 1 (within 10 days of preliminary step decision): _____

Received by (name of Step 1 Administrator): _____ Title: _____

Date received: _____ Date of Step 1 meeting (within 10 calendar days of file date): _____

Date response given by Step 1 Administrator (within 14 calendar days of receipt): _____

Signature of Step 1 Administrator: _____

Grievant/Union response if dissatisfied with Step 1 Administrator's decision and continuing grievance (attach additional comments):
Cannot be met at this level. *See attached.*

Signature of Union Representative: Jennifer Schmidt Date: 5/5/2020

Date filed at Step 2 (within 14 days of receipt of preliminary Step 1 decision): _____

Received by (name of Step 2 Administrator): _____ Title: _____

Date received: _____ Date of Step 2 meeting (within 10 calendar days of receipt): _____

Date response given by Step 2 Administrator (within 14 calendar days of receipt): _____

Signature of Step 2 Administrator: _____

Grievant/Union response if dissatisfied with Step 2 Administrator's decision and continuing grievance (attach additional comments):

Signature of Union Representative: _____ Date: _____

Witnesses, documents, or other evidence needed for Step 3: _____

Date filed at Step 3 (within 14 calendar days of receipt of Step 2 decision): _____

Received by (name of Step 3 Administrator): _____ Title: _____

Date received: _____ Date of Step 3 meeting (within 15 calendar days of receipt): _____

Date response given (within 30 calendar days of receipt of grievance form): _____

Signature of Step 3 Administrator: _____

Signature of Union Representative: _____ Date: _____

Re: EXTERNAL Notification of overtime hours

Jennifer Schmidt

Fri 5/1/2020 11:11 AM

To: Diana L. Turner <DLTurner@jacksongov.org>;

Ms. Turner,

If there is a decline in hours without notification to the employees who have worked OT for a long period of time and DEPEND on its source then Jackson County has a obligation per our MOU to make the employees aware so they can make adjustments to make sure their BILLS AND FAMILIES are taken care of. I would hope Jackson County would agree.
Jennifer

Sent from my iPhone

> On May 1, 2020, at 10:58 AM, Diana L. Turner <DLTurner@jacksongov.org> wrote:

>

> Ms. Schmidt,

>

> There is no modification to the overtime calculation and how it is reimbursed. Associates in the bargaining unit will continue to be reimbursed for all OT hours at the current calculation.

>

> Thank you,

>

>

> Diana L. Turner, Director

> Jackson County Detention Center

> 1300 Cherry St.

> Kansas City, Missouri 64106

> (816) 881-4280

>

>

>

> -----Original Message-----

> From: Jennifer Schmidt <jschmidt@afscmemo.org>

> Sent: Friday, May 1, 2020 10:56 AM

> To: Diana L. Turner <DLTurner@jacksongov.org>

> Cc: Ighodaro Olaye <olayeik@gmail.com>; chas_1908@yahoo.com; Andrew Washburn <andrewwash1230@gmail.com>; Carmen J. Hayes <CHayes@jacksongov.org>; Isaac L. Johnston <ILJohnston@jacksongov.org>; Deloris M. Wells <DWells@jacksongov.org>

> Subject: Re: EXTERNAL Notification of overtime hours

>

> Diana,

> As you aware you and your facility signed a MOU so if there is ANY changes especially to money you are to work with the union (notify). You are right you do have the authority to handle the workforce but when it comes to policy changes, money, or anything that our MOU outlines you are required to do. Overtime comes with "monetary" value that falls under the MOU.

> Jennifer

>

> Sent from my iPhone

>

>> On May 1, 2020, at 9:05 AM, Diana L. Turner <DLTurner@jacksongov.org> wrote:

>>

>> There is no change in compensation for OT hours worked. No employees are guaranteed OT hours of any level. It is

completely within our authority to direct the work force and determine the work hours. It remains an ongoing goal to eliminate all overtime and this will not be discussed with the union as it progresses. This should be an understood.

>>

>> The operational guidance for this is still in development. Deputy Director Johnston and Major Cloonan are working with command staff to achieve our objectives and still ensure appropriate coverage.

>>

>> Please understand that this is both a fiscal issue, as well as an officer safety concern.

>>

>>

>>

>> -----Original Message-----

>> From: Jennifer Schmidt <jschmidt@afscmemo.org>

>> Sent: Thursday, April 30, 2020 11:15 PM

>> To: Diana L. Turner <DLTurner@jacksongov.org>

>> Cc: Ighodaro Olaye <olayeik@gmail.com>; chas_1908@yahoo.com; Andrew Washburn <andrewwash1230@gmail.com>

>> Subject: EXTERNAL Notification of overtime hours

>>

>> WARNING: This email originated outside of Jackson County.

>> DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

>>

>>

>> Diana,

>> I am reaching out to see if the rumors that we are hearing are true about your facility eliminating hours of overtime? Going from 60 to 48. If so we would like to know when was you or your facility going to notify the union as per our MOU? 15 days notification. That is with policies and anything that affects money. Please advise so we can either confirm this rumor or eliminate the rumor with our members. Thank you!

>> Jennifer

>> Sent from my iPhone