

Members:

The issue addressed below doesn't affect everyone at this time and is specific to only two housing units, but its a concern for all of us as we watch the ACA/ICE issues overpower our jail on all levels.

The good news, as you will read below is that as issues arise, **the PBA has been completely successful** to argue and win our rights to protect our lawful and/or negotiated terms and conditions of employment, but that doesn't mean that our director will stop trying to test our patience as new issues arise.

I'm convinced that if tomorrow, the ACA says we must wear pink uniforms and hop on one foot, we will see that in policy the next day.

Yesterday it was the Second Chance Program job assignments, today its the closed custody units and who knows what tomorrow will bring, but with your support, I'll stay at the plate on your behalf and keep banging out as many fast balls as are thrown.

Thank you for your time and in the narrative below, you will see what our history with these issues has been and what our future agenda must be to become more personally engaged as a union with ICE & ACA national officials.

Joe Amato

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Sent: 2/6/2013 4:34:34 P.M. Eastern Standard Time

Subj: "MORE Labor/Contract VIOLATIONS" Driven By ICE & ACA Initiatives

PBA Local 382

Memorandum

February 6, 2013

To: Director Ortiz

CC: Jail Management, Captain Folinias, Captain Christopherson, Jail Consultant Faunce, ACA Consultant Ryan, Freeholder Johnson, County COS Alagia

Director:

Within the past several months, a grievance arbitration hearing was held in regard to a grievance filed, which stated that certain ICE regulations infringed upon the lawful and/or negotiated terms and conditions of employment for county correction officers.

As we are all well aware... ACA initiatives and our efforts to become ACA Accredited are clearly part of our supposed requirements under the terms and conditions of the ICE Contract.

These infringements mentioned above, had been specified in the grievance and were argued in regard to state law, or within jail policy and contract clauses as **negotiated**.

In an effort to jar your memory, you may recall that I was not physically present at the arbitration hearing and participated via phone conference from the hospital.

At that hearing, it was agreed that the our terms and conditions of employment under the above mentioned categories cannot be infringed upon by the federal contract and that when a conflict arises...**our standing contract and other lawful terms and conditions of employment are to be maintained**.

I don't recall the exact language at this time, but arbitrator Licatta provided us with the language of the agreement and at this time, we are awaiting the officially signed and executed agreement.

**On February 5, 2013**, I was provided with a jail directive signed by you and dated February 1, 2013, which states that changes were **again** arbitrarily being made to our "negotiated" Job Bid policy in regard to officer assignments within our closed custody units.

The memo in question (13-31) describes a newly implemented and **NON-NEGOTIATED** system that **sets criteria** for officers to be assigned in our closed

custody units, states that officers assigned to various jobs within these units must rotate assignments with one another and **the memo clearly states that these changes are being made to comply with Title 10A, ACA, and PBNDS standards. (ICE Contract)**

First and foremost **there is no such directive in NJ Title 10A that describes such an officer staffing or rotation standard, which makes that particular part of the February 1st memo disingenuous to begin with.**

**Therefore, short of any actual state regulation,** it simply leaves us with the ICE contract and subsequent ACA regulations as required under the ICE contract as the reason why our negotiated agreements are **again** being violated, which is a clear violation of the aforementioned grievance settlement language written by arbitrator Licatta and **which we fully expect to be honored.**

Therefore, for that reason alone, I am asking that the memo be rescinded **Immediately**, but If need be, please allow me to address other violations caused, which the PBA will have at its disposal to argue and in fact **has already successfully argued and where we have been lawfully awarded relief through arbitration.** Just the simple fact that management is attempting to change a negotiated agreement on a clearly negotiable subject without further negotiation, is a violation in and of itself under the rules of PERC. (STATE LAW)

It seems that state labor/negotiation laws are just some sort of nuisance lately in this **blind effort to become compliant with the PBNDS/ACA,** but moving forward, I would suggest that we keep those little pesky things like state laws and our contract in mind when we attempt to move mountains for a non-state regulatory and non-essential organization such as the ACA or for the federal government, **who clearly do not employ us as county correction officers nor do they govern our terms and conditions of employment.**

I believe that I made it very clear in my communications and subsequent grievances that the PBA is in no way, shape or form, going to allow our lawful and/or negotiated terms and conditions of employment to be negatively affected by the ICE contract or for ACA Accreditation needs.

Also, please refer to my recent communications with the Freeholder Penal Committee where I asked the question...**how many times do we need to argue a labor issue, win or amicably settle that labor issue before management leaves the issue alone?**

The latest memo as described above is another clear example that you continue to carelessly re-violate the very same issues over and over again.

Aside from your GROSS labor/negotiation driven violations of the PERC Act and your **re-violation** of our most recent grievance driven agreement before Arbitrator Licatta, you may recall an even earlier grievance that was filed in May of 2011 and heard before Arbitrator Pierson in December of 2011, which was filed when you arbitrarily attempted to keep **non-academy trained officers** from working in or bidding for certain areas of the jail at the behest of the Federal Inmate Contract.

I would suggest that you read the award by Pierson, which basically states that the **PBA "correctly argued and sustained our burden of proof"** that the county **continuously violated the bid job agreement**, that **Non-Academy Trained Officers should not be excluded from the Job Bid process**, and that the **county's response that these violations were due to the Federal Contract requirements, was NOT A SOLUTION.**

The February 1, 2013 memo re-violates the **Pierson award** as well by stating that officers who now apply for assignment to our closed custody units must be academy trained.

The most interesting part of the Pierson decision was the part where he rules that the **PBA is entitled to and may seek financial sanctions against the county** on behalf of the affected officers who were denied their contractual rights.

I believe that the numbers were quoted in the arbitration award that we may seek an amount not to exceed **\$8000.00** per non-academy trained officer and who would be barred from certain jail assignments under the grieved policy.

We currently have approximately 50 non-academy trained officers who are again by virtue of the February 1st memo, being barred from their contractual rights as argued and as vindicated by the **Pierson award.**  
YOU DO THE MATH!!!

I thought I had made the right decision not to seek these financial damages because I had believed that our point was made and that the issue was put to rest, but little did I know that when the ACA Accreditation reared its head, that you would once again begin to act in this reckless and careless manner.

**As usual, I have no secrets and I'm showing my cards.**

I am meeting with our attorney as to file an official unfair labor complaint with PERC for your continued non-negotiation **regarding mandatory negotiable matters** and for **your continued arbitrary changes in prior negotiated matters.**

I will be instructing our attorney to contact Arbitrator Pierson to begin the process of seeking the financial sanctions as he had awarded in the 2011 grievance as well as reopening that grievance to incorporate further violations caused by the February 1st memo.

I will be instructing our attorney to also contact Arbitrator Licatta to inform him that his **mutually agreed upon authority** to settle the latest grievance **has been compromised by your actions** and that this grievance as well needs to be re-opened so that the PBA can argue for financial sanctions due to your continuous re-violations of earlier settled matters.

Moving forward, I will be in contact with ICE and ACA National Officials directly to open up a line of communication and to inform them directly of my concerns with the conflicts between their agencies expectations, conflicting regulations and conflicting accreditation guidelines and the legal opinions that the PBA must maintain our rights and protections under state law and negotiated contract clauses and jail policy.

I will be making these agencies aware of our lack of faith and confidence in your management practices and WHY.

I believe that a federal agency who is investing 10s of millions of dollars into our department yearly, expects that employees are being treated properly and that an organization like the **ACA who preaches accountability and integrity** expects that management actually possess these qualities before they provide us with an accreditation award.

I need the federal government to realize that those in "county authority" who are entrusted with overseeing and implementing a multi million dollar federal contract, **but are also prone to ignore and continuously violate state laws and contractual agreements on any level cannot be trusted that they wont violate federal agreements as well.**

I believe I have made these questions and concerns clear many times, but they are worth repeating...

Who in their right mind will believe or trust that a Multi Million Dollar Federal Inmate Contract and an ACA Accreditation Program **for which the future of the Federal Contract relies upon,** can possibly be successful between a county jail and these 2 national agencies, when the jail director himself lacks the most basic respect and concern for his subordinates shown in the way he fails to provide basic minimum staffing levels, appropriate operational resources/equipment, continuously violates and re-violates lawful and negotiated agreements, purposely causes legal conflicts with rank and file uniformed employees and purposely keeps employees in defensive/battle mode?

Rest assured that the rank and file uniformed employees already know the answers to these questions, but why the county administration doesn't see that they are being led down a dead end road to failure because of your actions and/or inactions, I'll never know, **but good luck with the road you're on.**

In closing, aside from the legal technicalities involved, I understand that there is an opinion going around that these changes were made in an effort to prevent officer Burn-Out in our closed custody units. Really?

- Officer Burn-Out is in fact a real issue, but it touches all corners of the jail and job assignments.
- Officer Burn-Out occurs through poor, careless and disrespectful management practices.
- Officer Burn-Out occurs through inadequate staffing numbers, poor training initiatives, poor relief and emergency response personnel and the lack of personal protection equipment.
- Officer Burn-Out occurs through taking on the needs of another agencies federal inmates while we never fully provided for and still cant provide services for the county inmates that we already had.
- Officer Burn-Out occurs when we barely operate the jail above minimum standards and while officers are struggling to get through an 8 hour day, we than add the burden of an unnecessary and worthless ACA Accreditation concerns.
- Officer Burn-Out occurs when officers see blatant favoritism and thinly veiled discrimination in job assignments and overtime earnings.
- Officer Burn-Out occurs when officers see their lawful and negotiated rights, protections and terms and conditions of employment get continuously trampled upon by jail management.
- Officer Burn-Out occurs when we don't staff all jail posts and leave custody officers in danger, but assign correction officers to secretarial/office clerk duties.

If officers in our closed custody units are dealing with Burn-Out, **maybe its because the units are staffed by 3 less officers than required?**

Maybe the officers on the overnight shift are burnt out jail wide, because they operate with less than 50% staffing and aren't even permitted on site control of their own housing unit doors, while they conduct the most mass inmate movement of all 3 shifts?

Please spare me these disingenuous concerns about officer burn-out and the **paper tricks** that are wrongfully being applied according to the February 1st memo because of those fake concerns and because the ACA/PBNDS needs to be accommodated. Simply provide the necessary manpower, equipment and other officer protection based resources and once that's done, we can than more appropriately deal with any lingering officer Burn-Out issues, **but I can guarantee that Burn-Out will be less if you treated your uniformed staff like the "deserving assets" they are rather than the "expendable liability" as you seem to think they are.**

Sincerely,  
Joe Amato, President  
PBA Local 382