

## MCI Norfolk Update

As a concerned observer with first hand knowledge and experience (having spent over 2 decades) within the "care and custody" of the Massachusetts Department of Correction and as a ward of the state - I am writing regarding a delicate matter for the purpose of hopefully enlisting the readers help, your organizational assistance and/or recruiting anyone you know of in a position of authority and potentially making a difference by taking action. Past knowledge of and/or positions close to the problem within the Massachusetts Department of Correction must surely have allowed you to observe and witness, with some serious doubts and strong insights, about the way things were and are being done within its bureaucratic (jobs program for family and friends) structure. No doubt (as a Massachusetts taxpayer) the reality of the employee Union contracts and/or the way things should be done (in the future) with an eye on reforming the Criminal Justice System are on your mind and have been for a long time.

The Mass Correctional Officers Union's contract with the state of Massachusetts (MDOC) expired as of July 1st 2015 and was up for renewal and/or negotiation - Gov. Baker signed the contract **Bad move by the Executive branch** - because there is a least one egregious section (if not more) that needed serious review but survived scrutiny. There is a serious issue (also part of prior contracts) that needed attention and should have been addressed and REMOVED. - This section of the Contract is *negatively effecting the quality of life* at MCI Norfolk - along with *the orderly running of the institution as well as creating a Security Threat*. Recreation Staff at MCIN (as part of a jobs security effort - on their part) are afforded exclusivity in the opening and running of the gymnasium and all of its equipment. That is to say, that no other correction staff may open the facility and/or issue equipment and/or supervise activities that could / would otherwise be supervised by the Rec. Staff. The absurdity of this clause (section - paraphrased) of the Union Contract is beyond belief. No other facility or institution within the state of Massachusetts has such restrictions that results in "handcuffing administrators" regarding the staffing of an important part of their facilities. If the current and/or past staffs actually performed a "real legitimate function" that would be one thing, but - the so called "Recreation Officers" Staff provide no useful function whatsoever that other Correction Officers could not handle with ease. The current Recreation Officers Staff provide NO instruction, NO coaching, NO refereeing and are basically "baby sitters" who upon a disturbance or rowdy activity call for reinforcement (help) - nothing any other officer (or employee) wouldn't or could not do. Their presence in their "red shirts" ADDS NOTHING to the functional quality of life at MCIN. Furthermore, the *Recreation Staff Supervisor* is unhelpful in receiving valid input and for the most part is uncooperative and obstructive toward positive change and/or improved access of the gymnasium (athletic facilities) and/or adding meaningful activities, especially in consideration of all age demographics. A personal agenda (of doing nothing) *with an eye on retirement* completely disregards the orderly running of the prison by compounding idleness, lethargy and obstructing meaningful physical activity.

This writer and many other observers bring this to your attention because the gym is closed (especially on weekends and holidays) more often than it is open specifically because the Rec. Staff choose to absent themselves with days off, vacations, and unnecessarily watching a game in progress, (softball, soccer, running event, etc.) and lack of staff assigned to open the facilities. The fact that the prior Union Contract provides for exclusivity for the Rec. Staff precludes assigning "security staff" (general Correctional Officers) to actually open the gymnasium and/or perform any other function normally provided by the so called Rec. Staff when they are absent. In other words, when the Recreation Officer/s are not present most activities come to a halt (and stand still) because of "the Union Contract" - no other Correction Officer or Administrator is allowed to facilitate use of the gymnasium and/or "organized athletic activities."

For years requests have been made to open the gym or at least that the weight room remain open from 3:30 until 4:30 movement - especially for those working all day or involved

in programs who are otherwise precluded from using the facility. The Rec. Staff however, have routinely denied the request because they claim that cleaning is taking place and/or they want the free time.

This (cleaning excuse) is a false claim because little or no cleaning takes place at 3:30 and some Rec. Staff only want duty free time from 3:30 - 6:00 PM with no responsibilities - until the next general movement - and that takes place later: Two and one half hours (2-1/2) of duty free paid relaxation. Only Emperor Nero had a better deal while watching Rome burn. The weight room is however in use during the above times (3:30 - 4:30) by "inmate favorites and/or workers" that are not working. Cleaning if ever taking place, is done in the morning or later evenings - and/or while portions of the facility are "taken off-line" to facilitate the task.

The conundrum of this above referenced contract clause - negatively effects the inmate population at MCIN with frequent closings of the gymnasium that could be corrected by making the gymnasium a duty station - regularly manned and having "yard officers" supervise outdoor activities. Yard officers are in the yards anyway and to imply that they have no supervisory capacity, too much to do and/or "other" responsibility in their rounds is absurd. So, yard officers could give all activities attention just as they do daily when "chatting up" the Recreation Officer/s during a game or event from Unit (porch) stairs or anywhere else in the yard while the Rec. Officer is paying little or no attention to what is going on.

In the positive vein, no one wants to remove Recreation Officers positions but their insistence upon some kind of job security and/or an exclusive duty station (that excludes others) via the Contract is beyond pitiful, (not to mention unjustifiable) while at the same time limiting the access to the valuable gymnasium. On the other hand, "Line Officers" could have a "recreation specialization" much like those who gravitate toward administrative duties, housing duties, and/or Inner Permitter Security, etc. Furthermore, the CSD Officers do not have any exclusivity, nor do officers in Housing Units, Yards, OIC, Medication Line, etc. On top of what has already been stated, most realize that Union members do not take kindly to any criticism of their patriotic duty (to collect a pay check every two weeks) working the "toughest beat in the state" - regardless of being laughed at by any and all "real" professional law enforcement or security staff. They (Union Members) are not shy or above retaliation, causing mischief and accidents to happen. Generally, while most are honorable and decent human beings - there are enough of the few miscreants who are despicable, self-serving, benefits mongering, entitlement bunch - and cannot be trusted to do the right thing - much less be professional. As currently structured, the above mentioned clause in the contract creates a Security Threat by limiting resources for the orderly running of the Institution.

The writer hopes that you, the reader, will be able to put this information into the hands of those in the Legislature and/or Executive branch (concerned with "the Real Cost of Prisons") who will be able to remove the favoritism language from any Contract - as such that creates a Security Threat by limiting resources for the orderly running of the Institution. The above problem contributes to waste of taxpayer dollars - where bang for the buck is ignored in favor of language most likely designed to coerce overtime pay.

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THE NORFOLK CHRONICLES

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