



Fax Cover Sheet

Name: Federal Labor Relations Authority
Atlanta Regional Office

Fax: 404-331-5280

Phone:

From: Arturo Reynaldo, Executive Vice-President, Union Local 501

Date: Friday, October 23, 2009

Subject: U.L.P. Charge

Pages: (9)

Comments: Please note the ULP Charge against FDC Miami

A handwritten signature in black ink, appearing to read "Arturo Reynaldo", written over a horizontal line.

Art Reynaldo, Executive Vice President
AFGE Local 501
Miami, FL 33193
Fax: (305) 675-2926
Tel: (305) 982-1346
Cell Phone: (786) 376-2774
areynaldo@bop.gov
dolpart@bellsouth.net



Fax Cover Sheet

Name: Federal Detention Center Miami
John Rathman, Warden

Fax: 305-536-7368

Phone:


From: Arturo Reynaldo, Executive Vice-President, Union Local 501

Date: Friday, October 23, 2009

Subject: U.L.P. Charge


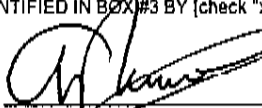
Pages: (9)

Comments: Please note the ULP Charge



Art Reynaldo, Executive Vice President
AFGE Local 501
Miami, FL 33193
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Form Exempt Under 44 U.S.C. 3512

 <p>UNITED STATES OF AMERICA FEDERAL LABOR RELATIONS AUTHORITY</p> <p>CHARGE AGAINST AN AGENCY</p>	<p>FOR FLRA USE ONLY</p> <hr/> <p>Case No _____</p> <hr/> <p>Date Filed _____</p>
<p>Complete instructions are on the back of this form.</p>	
<p>1. Charged Activity or Agency</p> <p>Name: Federal Detention Center Miami Address: 33 N.E. 4th St. Miami, FL 33132</p> <p>Tel.#: (305)982-1277 Ext. Fax#: (305)536-7368</p>	<p>2. Charging Party (Labor Organization or Individual)</p> <p>Name: AFCE Council of Prisons Local 501 Address: 33 N.E. 4th St. Miami, FL 33132</p> <p>Tel.#: 305 982-1049 Ext. Fax#: 305 982-2920</p>
<p>3. Charged Activity or Agency Contact Information</p> <p>Name: John Rathman Title: Warden Address: 33 N.E. 4th St. Miami, FL 33132</p> <p>Tel.#: (305)982-1277 Ext. Fax#: (305)536-7368</p>	<p>4. Charging Party Contact Information</p> <p>Name: Art Reynaldo Title: Executive V.P. Local 501 Address: 33 N.E. 4th St. Miami, FL 33132</p> <p>Tel.#: ((305)982-1049 Ext. Fax#: (305)982-2920</p>
<p>5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and Article 3.4, 27</p>	
<p>6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles</p> <p>On January 2008, there was a formal agreement with Local Union 501 and FD Miami Management regarding the in house dialysis program (see attachment). One of the details of this understanding was noted that there was going to be " assigned a BOP staff to escort contract staff, inmates and remain in the area for health and safety reasons ". This was happening in past occasions, but all of a sudden this part of the agreement stopped for no obvious reasons and without any notification to the Union. From Wednesday, September 9, 2009 to the current day there has been only 3 times that management have placed a staff in that area. Today, Friday, October 23, 2009, there was also no staff in that area. Dialysis procedures are conducted on the current inmate, 3 times a week (Monday, Wednesday, and Fridays). On September 11, 2009, this writer talked to the Mr. Acre, Captain about proving coverage on this area but this was never accomplished, thus misleading, but ignoring and disregarding this writer and the agreement for which is stands. On that same day, this writer sent out an e-mail to all selected managers about not complying with the M.O.U. (see attachment). To this date this agreement is being violated and repudiated at all levels. An Informal Resolution Memorandum was submitted to the Office of Mr. Edwin Perez, Associate Warden of Operations regarding the Union's concerns. The response from Mr. Perez was that he was working on it, yet he never responded (see attachment). A obvious stalling tactic that demonstrates this Management lack of respect and bad faith in working with the Union! In Management not following or respecting an established signed understanding, it has established a recognized repudiation of this agreement and also of the collective bargaining agreement, also known as the Master Agreement! It is well known that a of the inmate and contract staff. In doing this Management places staff with a potential hazards and risks due to the treatment of serious medical and custodial situations that can arise from the site where the procedure is being implemented. Bargaining members are being denied the opportunity to work overtime in order to cover this post, when in past occasions, it has been the norm to provide a staff with overtime compensations in order to complete this task. It is well known that Management is continuing these actions in order to save monies and denied the Union and its members overtime opportunities as per the understanding. These are violations of the Master Agreement in the following Articles: Article 3 - GOVERNING REGULATIONS Section C: The Union and Agency representatives, when notified by the other party, will meet and negotiate on any and all policies, practices, and procedures which impact conditions of employment. Article 4 - RELATIONSHIP OF THIS AGREEMENT TO BUREAU POLICIES, REGULATIONS, AND PRACTICES Section C: The Employer will provide expeditious notification of the changes to be implemented in working conditions at the local level. Article 27 - HEALTH & SAFETY the Employer agrees to lower those inherent hazards to the lowest possible level. The Union is seeking the following: 1) cease and desist the current dialysis procedures in the institution until the agreement is fully implemented. 2) Revert and adhere to the negotiated agreement dated January 2008. 3) Compensation to all affected bargaining members that were on the overtime roster for this procedure. 4) Posting on the institution grounds that states that the Master Agreement was violated and will be respected and adhere to.</p>	
<p>7. Have you or anyone else raised this matter in any other procedure? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, where? [see reverse] _____</p>	
<p>8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY (check "x" box) <input checked="" type="checkbox"/> Fax <input type="checkbox"/> 1st Class Mail <input type="checkbox"/> In Person</p> <p><input type="checkbox"/> Commercial Delivery <input type="checkbox"/> Certified Mail</p>	
<p>Art Reynaldo Type or Print Your Name</p>	<p> Your Signature</p>
<p>10/23/2009 Date</p>	

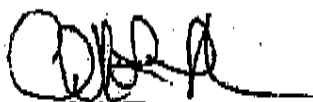
UNION PROPOSAL IN HOUSE DIALYSIS PROGRAM / PROCEDURES FDC MIAMI

The Federal Bureau of Prisons, Federal Detention Center, Miami Florida, ("the Agency or BOP") and American Federation of Government Employees, Local 501 (the Union), (the parties), desire to enter into a agreement in regards to the implementation of the In House Dialysis Services at FDC Miami.

1. The In House Dialysis program will consist of providing dialysis treatment to the inmate population on a average of (12) treatments per months to 4 inmates a day. The work provided for this program will be contracted and will included the following items:
 - End Stage Dialysis Services
 - Hemodialysis
 - Nephrologist / Medical Director
 - Registered Nurse / Manager
 - Patient Care Technicians
 - Equipment Technicians
 - Shunt
 - Surgery Center Charge
 2. The vendor will provide contract staff at a ratio of one clinician (a nurse or a dialysis technician) for every dialysis section at a ratio of one for every (3) inmates (1:3). Treatment will consist of (2) treatment sessions per day, (3) days a week as follows:
 - Mondays - Wednesdays - Fridays (Morning) : (2) inmates
 - Mondays - Wednesdays - Fridays (Afternoon) : (2) inmates
 3. The delivery of this treatment to the inmates of FDC Miami will consist of an implementation of a hybrid model. The provision of care is under contract but the treatment sessions will be conducted on site.
 4. The contract vendor will provide the following services and staff
 - Hemodialysis procedure
 - (2) Registered Nurse(s) on site trained in management and care of patient in end-stage renal disease
 - other certified dialysis technicians/nurses necessary for dialysis
 - diagnostic and follow-up evaluations by Nephrologist
-

- Equipment maintenance and repair
 - Consultation with Nephrologist for treatment and management of patients in dialysis or in the process of being placed on dialysis
 - The Clinical Director or designee of FLETC will be involved in consultations with Nephrologist exclusively.
 - Technicians / nurses will communicate and receive directions from the consultant Nephrologist regarding the patient needs.
 - The contractor will need to adhere to the policies and procedures that meets the most current standards of JCAHO on infection control.
5. Dialysis will be conducted during regular working hours on Mondays, Wednesdays, and Fridays. A BOP staff will be assigned to escort contract staff, inmates and remain in the area for health and safety reasons.
 6. Inmates that are on dialysis will be placed on call outs on the days mention above. The affected inmates will be escorted to the dialysis room by the assigned BOP staff member (Correctional Services) for treatment. The contract staff will conduct, coordinate, and complete the treatment to the inmate. The completed treatment may last approximate 4 hours. Once the procedure is finalized, the inmate will be escorted back to his/her housing unit by BOP assigned staff.
 7. After each treatment the contract staff will ensure that the dialysis equipment is cleaned, turned off, and ready for the next treatment or the next day. Bop staff member assigned to the area will supervise the speciality trained inmate orderlies in case there is a spill in the area. Any cleaning, disinfecting, or sterilization of any equipment in the dialysis room will be conducted by the contract staff. Any accidents that includes blood or body fluids will need to be reported to the Infectious Disease Coordinator for proper reporting and record keeping.
 8. Most of the emergencies experienced during the dialysis treatment will be manage by the dialysis contract staff. If the contract staff determines that there needs to be additional staff to assist in an emergency while in the dialysis room, contract staff will inform his to the BOP assigned staff so that he/she can contact Control Center so institutional staff can respond like in any other emergency.
-

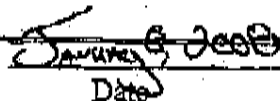
9. In the event that contract staff must leave the room due to illness or any other type of emergency while the inmate is still on dialysis, the following plan of action will take place:
- Notify the Assistant Health Services Administrator (AHSA) or HSA.
 - The AHSA/ HSA will determine at what stage of the dialysis process the inmate(s) are and page the dialysis program medical director.
 - The AHSA / HSA will proceed to terminate the inmate dialysis treatment as per the Dialysis Program Protocol located in the dialysis room.
10. In the event that there is a Power Failure while the inmate is being treated and power is not restored within two minutes, the following steps will be followed:
- Notify Control Center by radio " Medical emergency in the Dialysis Room". Health Services staff that area present will assist with the manually operating the dialysis and monitoring the inmates's conditions until power is restored.
 - Contract staff in consultation with the Clinical Director and Contract Medical Director of the Dialysis Program will determine if the inmate will be taken off the treatment.
 - Manually re-circulate the patient's blood if power is to be restored promptly, or manually return the patient's blood and terminate treatment if power will not be restored soon.
11. In the event of evacuations of the Health Services Unit due to FIRE OR ANY OTHER EMERGENCY, the following steps will need to be followed:
- Depending on the nature of the emergency, the patient's blood can be returned or left in the machine.
 - Evacuate the area. Notify the Dialysis Program Director and Medical Duty Officer.
 - Transport the inmate to the designated area and monitor the inmate's conditions and vital signs.



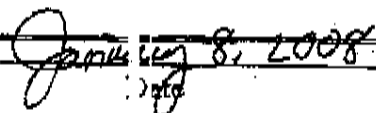
Charles Laugh
Local 501 President



John T. Rathman, Warden



Date



Date

RECEIVED**SEP 16 2009****FDC MIAMI
WARDENS OFFICE**U.S. Department of Justice
Federal Bureau of Prisons**MEMORANDUM***Federal Detention Center Miami
33 N.E. 4th Street
Miami, Florida 33101-9118*

September 16, 2009

MEMORANDUM FOR EDWIN PEREZ, ASSOCIATE WARDEN (PROGRAMS)

FROM: Art Reynaldo, Executive VP, Local Union 501

SUBJECT: Informal Resolution on Dialysis Program M.O.U.

This is an informal resolution process as per the Master Agreement Article 31: Grievance Procedure that is being given to you to informally resolve the matter that is stated below:

On January 2008, there was a formal agreement with Local Union 501 and this administration regarding the in house dialysis program (see attachment).

One of the details of this understanding was noted that there was going to be " assigned a BOP staff to escort contract staff, inmates and remain in the area for health and safety reasons ".

This was happening in past occasions, but all of a sudden this part of the agreement stopped for no obvious reasons and without any notification to the Union.

On the following dates there has been no staff provided by the Captain or his supervisors to escort and provide security of the area:

Wednesday, September 9, 2009**Friday, September 11, 2009****Monday, September 14, 2009****Wednesday, September 16, 2009**

These are violations of the Master Agreement in the following Articles:

Article 3 - GOVERNING REGULATIONS Section C: The Union and Agency representatives, when notified by the other party, will meet and negotiate on any and all policies, practices, and procedures which impact conditions of employment.

Article 4 - RELATIONSHIP OF THIS AGREEMENT TO BUREAU POLICIES, REGULATIONS, AND PRACTICES Section C: The Employer will provide expeditious notification of the changes to be implemented in working conditions at the local level.

Article 27 - HEALTH & SAFETY the Employer agrees to lower those inherent hazards to the lowest possible level.

In Management not following or respecting an established signed understanding, it has established a recognized repudiation of this agreement and also of the collective bargaining agreement, also known as the Master Agreement!

It is well known that a custodial staff is required in that area in order to provide constant supervision of the inmate and contract staff.

In not having this staff available, it causes undue hardship to the contract staff and medical staff. First of all, contract staff is not properly pick up downstairs on time, also the inmate is also not brought down in a timely manner placing the entire program at risk for not completing the required time allotment and at the same time placing the inmate at risk for not getting his treatment in consistent with community standards.

Bargaining members are being denied the opportunity to work overtime in order to cover this post, when in past practices, it has been the norm to provide staff with overtime in order to completed this task.

On September 11, 2009, this writer talked to the Captain about providing coverage on that day. The Captain informed me that he would provide the required staff, but it was never accomplished, thus misleading, ignoring and disregarding this writer and the agreement for which it stands.

On that same day, this writer sent out an e-mail to selected managers about not complying with the M.O.U. (see attachment). To this date this agreement is being violated and repudiated at all levels.

Based on these facts, Local Union 501 is respectfully requesting that Management cease and desist all violations being committed to the Dialysis Program by properly adhering to the procedures and that bargaining staff be assigned back to the area with overtime if required in order to comply with this Memorandum of Understanding that was signed by the Warden and Union President.

(9/15/2009) Arturo Reynaldo - DialysisMOUJan2008.pdf

Page 1

From: Arturo Reynaldo
To: Acrc, Darrol; Barrantes, Tania; Ginart, Luis; Martinez, Jose L.; MIM...
CC: Bullard, Ricky; Chikalla, Paul; Holmes, Atoya; Laugh, Charlie; Menend...
Date: 9/11/2009 4:11 PM
Subject: DialysisMOUJan2008.pdf
Place: MIM/AW-Custody
Attachments: DialysisMOUJan2008.pdf

It has come to my attention that management is not in compliance with the **M.O.U. that was negotiated with the Union (2008)** regarding the dialysis procedure in Health Services (see attachment).

For the last two incidents Wednesday, Sept.9 and today, Sept. 11, 2009 there was an inmate getting dialysis treatment in Medical with and outside contract staff **ALONE** without an escorting staff member that Custody has to provide as per the MOU.

This is unacceptable not only as a Union standpoint that the agreement has been violated, but in the most important aspect, that there no security provided and the potential for anything to go wrong was always there present.

The comments from several managers were that they were not aware that this was required, and that is why I am sending this attachment that clearly spells out the procedure and to note that it was signed and approved by the Union President and the current Warden.

Now, there should be no excuse for these incidents to happen again, after refreshing the minds of those involved.

I expect compliance in this procedure in the future in order to avoid an embarrassing situation for the Warden, when he has to face and reply to a Unfair Labor Practice charge on something that he agreed to and signed yet was disregarded and ignored by his managers.

Thank you for attention in this matter, I truly hope that these unfortunate episodes have been put to rest and will not repeat themselves!

Sincerely,
Art Reynaldo
Executive VP Local 501

Message Id: 4AAA76B0.9FC 248 40897
 Subject: DialysisMOUJan2008.pdf
 Created By: AReynaldo@bop.gov
 Scheduled Date:
 Creation Date: 9/11/2009 4:11 PM
 From: Arturo Reynaldo

Recipients

Recipient	Action	Date & Time	Comment
bellsouth.net BC: Internet: dolpart@bellsouth.net (dolpart@bellsouth.net)	Transferred	9/11/2009 4:12 PM	
OFF4.MIMDOM1 CC: Aloya Holmes (axholmes@bop.gov)	Delivered	9/11/2009 4:11 PM	
CC: Charle Laugh (claugh@bop.gov)	Read	9/12/2009 6:28 AM	
To: Darrol Acre (dacre@bop.gov)	Deleted	9/12/2009 6:28 AM	
CC: Edwin Perez (experaz@bop.gov)	Read	9/13/2009 7:38 AM	
To: Jose L. Martinez (JLMartinez@bop.gov)	Read	9/11/2009 4:15 PM	
To: Luis Ginart (lginart@bop.gov)	Deleted	9/14/2009 8:55 AM	
To: MIM/AW-Custody- (MIM/AW-Custody-@bop.gov)	Read	9/14/2009 3:38 PM	
To: MIM/Corr Svcs- (MIM/Corr Svcs-@bop.gov)	Read	9/12/2009 11:25 AM	
To: MIM/CUSTODY (MIM/CUSTODY@bop.gov)	Read	9/14/2009 6:44 AM	
CC: Paul Chikalla (pchikalla@bop.gov)	Read	9/15/2009 6:45 AM	
CC: Ricardo Menendez (menendez@bop.gov)	Read	9/13/2009 6:51 PM	
CC: Ricky Bullard (rbullard@bop.gov)	Read	9/15/2009 6:30 AM	
To: Tania Barrantes (tbarrantes@bop.gov)	Deleted	9/15/2009 6:34 AM	
	Read	9/11/2009 4:15 PM	
	Read	9/11/2009 4:59 PM	
	Replied	9/11/2009 5:32 PM	
	Emptied	9/11/2009 5:33 PM	
	Read	9/15/2009 7:34 AM	

Post Offices

Post Office	Delivered	Route
bellsouth.net		bellsouth.net
OFF4.MIMDOM1	9/11/2009 4:11 PM	bop.gov

Files

File	Size	Date & Time
DialysisMOUJan2008.pdf	1359357	1/18/2008 7:43 AM
MESSAGE	2402	9/11/2009 12:11 PM
TEXT.htm	2098	9/11/2009 4:11 PM

Options

Auto Delete: Yes
 Concealed Subject: No
 Expiration Date: 10/11/2009 12:00 AM
 Notify Recipients: Yes
 Priority: Standard
 Reply requested by: None
 Security: Standard
 To Be Delivered: Immediate

From: Edwin Perez
To: Laugh, Charle
CC: Bullard, Ricky; Chikalla, Paul; Reynaldo, Art
Date: 10/8/2009 11:12 AM
Subject: Re: Dialysis Informal Resolution

I'm working on it.

>>> Charle Laugh 10/7/2009 8:39 AM >>>

The Union submitted an Informal Resolution concerning the repudiation of the Dialysis Program Agreement. The Union still has not received a response.

HP OfficeJet
Personal Printer/Fax/Copier/Scanner

Fax History Report for
Local 501 CPL C-33
305 982 1050
Oct 23 2009 6:02pm

Last 30 Faxes

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Jan 00	00:00am	Received		0:29	1	OK
Jan 00	00:00am	Received		0:29	1	OK
Aug 26	8:35am	Sent	93056752926	0:22	1	OK
Aug 26	8:36am	Sent	93056752926	0:25	1	OK
Aug 26	1:22pm	Sent	93056752926	0:39	2	OK
Aug 26	1:54pm	Sent	93056752926	0:49	3	OK
Aug 31	11:25am	Received		0:37	0	No fax
Sep 4	2:53pm	Sent	94043315280	0:37	1	OK
Sep 4	2:55pm	Sent	93055367368	0:37	1	OK
Sep 8	2:02pm	Received		0:36	0	No fax
Sep 10	2:01pm	Received		0:37	0	No fax
Sep 10	2:03pm	Received		0:36	0	No fax
Sep 11	12:31pm	Received		0:40	1	OK
Sep 11	2:57pm	Received		0:36	0	No fax
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Sep 15	3:59pm	Sent	93059329933	0:32	2	OK
Sep 15	4:04pm	Sent	93059329933	0:37	2	OK
Sep 15	4:05pm	Sent	93059821286	0:34	2	OK
Sep 19	2:00pm	Sent	99542399678	1:08	4	OK
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Sep 30	12:05pm	Received		0:37	0	No fax
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Oct 20	11:18pm	Received	3052323671	1:47	3	OK
Oct 21	12:44pm	Sent	93056752926	1:35	3	OK
Oct 23	5:53pm	Sent	94043315280	2:52	10	OK
Oct 23	5:59pm	Sent	93055367368	2:48	10	OK

Result:

OK - black and white fax
OK color - color fax