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Form Exempt Under 44 U.S.C. 3512

 <p><b>UNITED STATES OF AMERICA FEDERAL LABOR RELATIONS AUTHORITY</b></p> <p><b>CHARGE AGAINST AN AGENCY</b></p>	<b>FOR FLRA USE ONLY</b>
	Case No.
	Date Filed

Complete instructions are on the back of this form.

<p><b>1. Charged Activity or Agency</b>                  Name: Federal Bureau of Prisons                  Address: 33 N.E. 4th St. Miami, FL 33132                  Tel.#: (905) 982-1277 Ext.                  Fax#: (305) 982-1261</p>	<p><b>2. Charging Party (Labor Organization or Individual)</b>                  Name: AFGE-CPL Local 501                  Address: 33 N.E. 4th St. Miami, FL 33132                  Tel.#: 305-982-1049 Ext.                  Fax#: (305) 982-1000</p>
<p><b>3. Charged Activity or Agency Contact Information</b>                  Name: John T. Rathman                  Title: Warden                  Address: 33 N.E. 4th St. Miami, FL 33132                  Tel.#: (305) 982-1277 Ext.                  Fax#: (305) 982-1261</p>	<p><b>4. Charging Party Contact Information</b>                  Name: Ricky Bullard                  Title: Vice-President Communications 501                  Address: 33 N.E. 4th St. Miami, FL 33132                  Tel.#: (305) 982-1049 Ext.                  Fax#: (305) 982-1000</p>

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and 2,5

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.

On March 10, 2009 a Settlement Agreement between Management of FDC-Miami and the Local Union 501 was signed. This agreement named Temporary Alternate Duty (TAD) Assignment was signed by Warden John T. Rathman and Charles Laugh, Union President. FMCS # 081201-51786-3.

The agreement clearly states that "if a staff are accommodated, these staff will not replace bargaining correctional services staff who are assigned to the quarterly correctional services roster." Also if Mr. [redacted] is placed on a TAD assignment the union was not notified as per the TAD agreement. (see attachment)

On September 22, 2009 and September 23, 2009 Officer [redacted] who is assigned as the ACIS OIC on the E/W shift, has been pulled to work visiting four, which is Officer [redacted] post. And officer [redacted] has worked the ACIS OIC post. By moving officer [redacted] off his assigned post, management is in clear violation of the TAD agreement.

Local 501 President C. Laugh had an informal meeting with Captain Darrol Arce regarding this issue on September 23, 2009. Captain Arce advised the local union that this would not happen again. It is quite obvious that this agreement has been violated, disregard and ignored when in fact it is a true binding contract that was signed by two qualified and authorized individuals in their respected capacity.

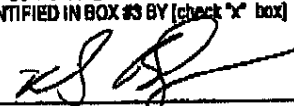
Union Local 501 is requesting that the agency cease and desist with this violation of the Settlement Agreement. Any staff that was denied overtime by management violation of the agreement be made whole.

7. Have you or anyone else raised this matter in any other procedure?  No  Yes if yes, where? (see reverse)

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND 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)  Fax  1st Class Mail  In Person

Commercial Delivery  Certified Mail

Ricky Bullard \_\_\_\_\_  
 Type or Print Your Name

  
 Your Signature

09/24/2004  
 Date