

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is entered into on the date of the last signature, below, between the American Federation of Government Employees, AFL-CIO, Local 408 (hereinafter the "Charging Party," the "Union," or the "Local 408") and the Department of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, North Carolina ("FCC Butner" or the "Agency").

1.

### PRELIMINARY STATEMENT

Local 408 filed Charge No. AT-CA-15-708 (referred to as "the Charge") with the Atlanta Region of the Federal Labor Relations Authority ("FLRA") on July 13, 2015. The Charge arose on or about June 29, 2015, when the Agency, through Agency negotiator Kenneth McKoy ("McKoy"), allegedly patently breached Article 7 of the Ground Rules for Local Supplemental Negotiations (the "Ground Rules") by partially denying official time to one of the Union's negotiators, Andrea Harris ("Harris"), to attend scheduled negotiations during the week of June 29, 2015 that were to take place when Harris was otherwise on duty status. The Union alleged that McKoy's partial denial was a patent breach of the unambiguous terms of Article 7 of the Ground Rules, which rose to the level of a repudiation of that provision in violation of Sections 7116(a)(1) and (5) in of the Federal Labor-Management Relations Statute (the "Statute"). In addition, the Union alleged that management had an unqualified duty to provide official time to Harris, as a designated negotiator, to attend negotiations under Section

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7131(a) of the Statute, and the partial denial in question breached that duty in violation of Sections 7116(a)(1) and (8) of the Statute. The Atlanta Region is in the process of investigating the Charge and has not made a determination as whether a Complaint should be issued in the matter. The Agency has denied that any violation of the Statute occurred in connection with the Charge. Nevertheless, in the interest of good labor relations and conservation of Federal Government resources, the Union and the Agency now wish to enter into an amicable settlement of the Charge, with FCC Butner admitting no liability for any allegations in the Charge.

2.

### WITHDRAWAL OF CHARGE

Effective on the date of the last signature on this Agreement, the Atlanta Regional Director shall treat the Charge as having been withdrawn by the Charging Party.

3.

### LETTER OF ACKNOWLEDGEMENT

On the date of the last signature on this Agreement, Charging Party will provide a dated and executed copy of the Letter of Acknowledgement attached to this Agreement, on Agency letterhead, to Anthony Little, President of Local 408.

4.

### MISCELLANEOUS

(a) Performance of either Party under this Agreement is expressly contingent on the approval of the withdrawal of the Charge by the Regional Director.

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(b) This Agreement is reached in the interest of fostering good labor relations and to conserve Federal Government resources. The FLRA is not party to this Agreement.

(c) Each signatory to this Agreement warrants that he or she has actual authority to bind the Party on behalf of whom he or she is signing to the terms of this Agreement.

(d) This Agreement may be signed in two counterparts, either of which shall be considered the original Agreement.

(e) This Agreement represents the entire agreement as to the subjects contained herein and all proposals and discussions concerning the Agreement have been merged into its terms.

(e) This Agreement may be modified only through a writing signed by both of the Parties.

(f) The terms of this Agreement may be enforced using the grievance arbitration provisions of the parties' collective bargaining agreement.

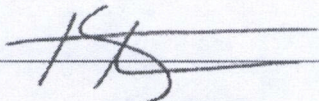
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THE BELOW SIGNED PARTIES HAVE REVIEWED THE TERMS OF THIS AGREEMENT AND AFFIRM AND ATTEST THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL PRIOR TO EXECUTING THIS AGREEMENT.

DEPARTMENT OF JUSTICE,  
FEDERAL BUREAU OF PRISONS,  
FEDERAL CORRECTIONAL COMPLEX, BUTNER,  
BUTNER, NORTH CAROLINA

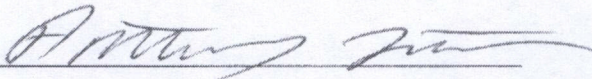
BY: 

DATED: 10/27/15

Print Name: Kenny Atkinson  
Complex Warden

Title: \_\_\_\_\_

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, AFL-CIO, LOCAL 408

BY: 

DATED: 10/27/2015

Print Name: Anthony Little

Title: Local 408 President

[Agency Letterhead]

To: President Anthony Little  
AFGE Local 408

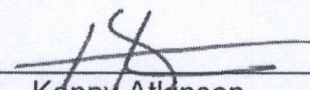
From: Kenny Atkinson, Complex Warden

Re: FLRA Case No. AT-CA-15-0708 (July 17, 2015)

This letter of acknowledgement is offered as resolution of the above referenced matter. Please be assured that the Federal Correctional Complex, Butner, North Carolina (the Agency), recognizes the right under Section 7131(a) the Federal Service Labor-Management Relations Statute (the Statute) of designated negotiators for Local 408 to be released to official time for negotiations taking place when those designated negotiators would otherwise be in duty status. Similarly, the Agency acknowledges that Local 408 incorporated this Statutory right to official time for negotiations into Article 7 of the Ground Rules for Local Supplemental Negotiations, dated January 16, 2015.

Please be assured that the Agency will abide by Section 7131(a) of the Federal Service Labor-Management Relations Statute and the Article 7 of the Ground Rules for Local Supplemental Negotiations, dated January 16, 2015.

Federal Correctional Complex, Butner

By:   
Kenny Atkinson  
Complex Warden