



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
DALLAS REGION

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April 19, 2011

Scot Gulick, Esq.
Assistant General Counsel
Labor Law Branch
North Central Region
Gateway Complex Tower II, 8th Floor
4th & State Avenue
Kansas City, KS 66101

Re: United States Department of Justice
Federal Bureau of Prisons
Federal Correctional Institution
Forrest City, Arkansas
Case No. DA-CA-10-0212

Dear Mr. Gulick:

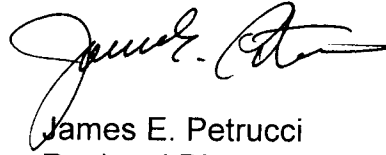
Enclosed is a copy of the Settlement Agreement approved by the Regional Director in the above-referenced case, in which the Activity agreed to return to the *status quo ante* with respect to allowing bargaining unit employees of the Facilities and Health Services Departments working in custody posts during periods of augmentation to obtain a tray from the Food Services Department to consume during a working lunch, to refrain from implementing changes to conditions of employment without first bargaining about the changes to the extent required by the Statute, and by posting and electronically disseminating a notice to employees.

You are requested to effectuate the terms of the Settlement Agreement upon receiving this letter. Please note that the Settlement Agreement also requires that both parties notify the Regional Director, in writing, as to what steps the Activity has taken to comply with the Settlement Agreement. Accordingly, you are requested to notify the Regional Director, within five (5) days of the commencement of compliance with the Settlement Agreement.

Within sixty (60) days, the Agency must submit its second written notification of compliance to the Regional Director specifically confirming all actions taken to comply with the Settlement Agreement and setting forth a detailed explanation for any action(s)

required by the Settlement Agreement which has not, as of the date of such notification, been taken. Your cooperation with regard to the foregoing is essential to bring this matter to an orderly closing.

Very truly yours,

A handwritten signature in black ink, appearing to read "James E. Petrucci". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James E. Petrucci
Regional Director

cc: Jeff Roberts
President
AFGE Local 922
PO Box 1075
Forrest City, AR 72336

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
DALLAS REGION

United States Department of Justice
Federal Bureau of Prisons
Federal Correctional Institution
Forrest City, Arkansas

- Respondent

and

Case No. DA-CA-10-0212

American Federation of Government Employees
Local 0922, AFL-CIO

- Charging Party

**SETTLEMENT AGREEMENT
(AGENCY RESPONDENT)**

The undersigned Agency and the undersigned Charging Party in settlement of the above matter, and subject to the approval of the Regional Director on behalf of the Federal Labor Relations Authority, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE - The Agency will post copies of the Notice To All Employees, attached hereto and made a part hereof, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted, for a period of at least sixty (60) days from the date of posting.

OTHER ACTION TO BE TAKEN -

Respondent will return to the status quo ante with respect to allowing bargaining unit employees of the Facilities and Health Services Departments working in custody posts during periods of augmentation to obtain a tray from the Food Services Department to consume during a working lunch.

Before making any subsequent changes to bargaining unit employees' conditions of employment, Respondent will provide prior notice of the change and bargain about the change to the extent required by the Statute.

The Notice to Employees will be signed by Warden T.C. Outlaw and will be posted on all the bulletin boards at Respondent's Forrest City, Arkansas, facility. The Notice to Employees will also be sent to bargaining unit employees electronically.

COMPLIANCE WITH NOTICE - The Agency will comply with all the terms and provisions of said Notice.

REFUSAL TO ISSUE COMPLAINT - In the event the Charging Party fails or refuses to become a party to this Agreement, then, if the Regional Director concludes that it will effectuate the policies of Chapter 71 of Title 5 of the U.S.C., he shall decline to issue a Complaint herein and this Agreement shall be between the Agency and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 2423.11(b)(2) of the Regulations of the Federal Labor Relations Authority if an appeal is filed within twenty-five (25) days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of an appeal. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

PERFORMANCE - Performance by the Agency of the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director or, in the event the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Agency of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE - The undersigned (party) (parties) to this Agreement will notify the Regional Director in writing what steps the Agency has taken to comply herewith. Such notification shall be made within five (5) days, and again after sixty (60) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter into this Agreement, after the receipt of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

COMPLIANCE WITH SETTLEMENT AGREEMENT - Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above case.

United States Department of Justice
Federal Bureau of Prisons
Federal Correctional Institution
Forrest City, Arkansas

American Federation of Government Employees
Local 0922

[Signature]
(Agency)

JEFF ROBERTS PRES LOCAL 922
(Charging Party)

T. C. Outlaw
By: (Type or print name and title.)

JEFF ROBERTS PRESIDENT (922)
By: (Type or print name and title.)

[Signature]
(Signature)

[Signature]
(Signature)

4/12/11
Date

4/12/11
Date

[Signature]
Approved
Dallas Regional Director

4/19/11
(Date)



NOTICE TO



ALL EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
FEDERAL LABOR RELATIONS AUTHORITY

WE WILL NOT fail to provide the American Federation of Government Employees, AFL-CIO, Council of Prison Locals, Local 0922 (AFGE Local 0922), the exclusive representative of bargaining-unit employees, notice and the opportunity to bargain to the extent required by the Federal Service Labor-Management Relations Statute (Statute) over changes in bargaining unit employees' conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights assured by the Statute or the negotiated agreement between the parties.

WE WILL return to the *status quo ante* with respect to allowing bargaining unit employees of the Facilities and Health Services Departments working in custody posts during periods of augmentation to obtain a tray from the Food Services Department to consume during a working lunch.