



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

Federal Bureau of Prisons
Federal Correctional Institution
Milan, MI

Charged Party

and

American Federation of Government Employees
CPL 33, Local 1741

Charging Party

Case No. CH-CA-15-0606

SETTLEMENT AGREEMENT

Subject to the approval of the Regional Director for the Federal Labor Relations Authority, the Charged Party and the Charging Party agree to settle the above-captioned case as follows:

POSTING OF NOTICE – After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party. The Notice will be signed by Warden Jason Terris, and then immediately posted in conspicuous places at FCI Milan, including all bulletin boards and other places where notices to employees are customarily posted. The Charged Party will keep the Notices posted and maintained for 60 consecutive days from the date of posting.

ELECTRONIC DISTRIBUTION OF NOTICE – The Charged Party will post a signed copy of the Notice to Employees on its web page electronic bulletin board. The Notice will be posted on the electronic bulletin board for 60 calendar days. On the same day that the Notice is posted on the electronic bulletin board, the Charged Party will email a link to the Notice posted on the electronic bulletin board, to all employees represented by the Charging Party who work at FCI Milan. The message of the email transmitted with the Notice will state in its entirety: “We are distributing the attached Notice to you pursuant to a Settlement Agreement approved by the Regional Director of the Federal Labor Relations Authority’s Chicago Regional Office in Case No. CH-CA-15-0606. Please click on the link to view the Notice.”

COMPLIANCE WITH NOTICE – The Charged Party will comply with all the terms and provisions of the Notice.

SCOPE OF THE AGREEMENT – This Agreement settles only the allegations in the above-captioned case, and does not settle any other pending cases or matters. This Agreement in no way precludes any person’s right to file charges, or the General Counsel’s right to investigate and issue complaints, based upon matters that precede the approval date of this Agreement.

PARTIES TO THE AGREEMENT – If the Charging Party declines to become a party to this Agreement and the Regional Director determines that it will effectuate the policies of the Statute, the Regional Director may

approve this Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement will be between the Charged Party and the Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement by filing an appeal with the General Counsel. If the General Counsel does not sustain the Regional Director's approval, this Agreement will be null and void. Approval of this Agreement by the Regional Director constitutes withdrawal of any Complaint and Notice of Hearing issued in this case.

PERFORMANCE – Performance by the Charged Party of the terms and provisions of this Agreement will 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 will commence immediately upon receipt by the Charged Party of notice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE – The Charged Party will notify the Regional Director in writing of the steps it has taken to comply with the Agreement. The Charged Party’s compliance notification will be made within fourteen (14) 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 notice that no appeal has been filed or that the General Counsel has sustained the Regional Director. No further action will be taken in the above case provided the Charged Party complies with the terms and provisions of the Agreement and the Notice.

<p>Charged Party</p> <p>Federal Bureau of Prisons Federal Correctional Institution Milan, MI</p>	<p>Charging Party</p> <p>American Federation of Government Employees CPL 33, Local 1741</p>
<p>Signature and Date:</p> <p>J. A. Terris /s/ 6/13/16 Warden, FCI Milan</p>	<p>Signature and Date:</p> <p>Kenneth Juhasz /s/ 6/10/16 President, Local 1741</p>
<p>Approved By:</p> <p>Sandra LeBold /s/ 6/13/16 Regional Director</p>	



NOTICE TO ALL EMPLOYEES



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

WE WILL NOT fail and refuse to reply in a timely manner to information requests from AFGE/CPL 33 Local 1741, the employees' exclusive representative (Union).

WE WILL NOT fail and refuse to provide documents in response to the Union's information requests when those documents are necessary for a full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

Federal Bureau of Prisons, FCI, Milan, MI
(Agency or Activity)

Dated _____

By _____
(Signature) *(Title)*

**THIS IS AN OFFICIAL NOTICE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING,
AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL**

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director for the Federal Labor Relations Authority whose address is:

Federal Labor Relations Authority
Chicago Regional Office
224 S. Michigan, Suite 445
Chicago, IL 60604-2505
(312) 886-3465 - (312) 886-5977 (fax)
Case No. CH-CA-15-0606