UNITED STATES OF AMERICA

FEDERAL LABOR RELATIONS AUTHORITY

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO, LOCAL 1945
Respondent

and

Case No. AT-CO-12-0190

JARED CLARK, AN INDIVIDUAL
ANNISTON, ALABAMA
Charging Party

SETTLEMENT AGREEMENT

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

1. Within fifteen (15) days from the date this agreement becomes final pursuant to terms set forth herein, the American Federation of Government Employees, Local 1945, Anniston, Alabama (the Respondent) agrees to forward to the Atlanta Regional Office of the Federal Labor Relations Authority (ARO) one (1) check payable to Charging Party in the amount of one thousand nine hundred seventy ($1970) dollars and fifty five (55) individual checks made out to the attached list of employees and former employees of the Anniston Army Depot, Anniston, Alabama (the Agency) in the amount of two hundred ($200) dollars each. Upon receipt of these checks, the ARO will ensure a timely mailing of individual checks to the home mailing addresses as provided by the Agency. The ARO will notify the parties via email of the date of the mail out.
2. The above compensations represent full payment for Respondent's alleged failure to include any submissions to the Agency as part of the settlement agreement for the 2008 grievance concerning performance of the higher graded duties.
3. In addition to the payments described in paragraph 1, the Respondent agrees to provide sufficient copies of the attached correspondence to the ARO for distribution with each check. The attached correspondence will be on Respondent's letterhead and will be signed by Shrene Funderburg or Respondent's President at the time of the mailing.
4. Respondent will honor the checks for sixty (60) calendar days after the date of the mailing as reported by the ARO and will notify each payee of this time period per the attached correspondence. In the event any checks are returned to the ARO as undeliverable, the ARO will notify the parties and the Agency in an effort to obtain a better mailing address. The Respondent agrees that it will continue to honor any returned check(s) for a period of fourteen (14) calendar days from the date of notification of the return and will continue to do so in the event the Respondent or the ARO learns of new address(es) or the employee(s) contact either the Respondent or the ARO to arrange an alternate delivery /pick up of the check. Absent any contact of this nature, the Respondent may cancel unclaimed check(s) after 14 days of notification of the return of the check.
5. Respondent recognizes its responsibility under section 7114(b) of the Statute and will continue to represent the interests of the entire bargaining unit without regard to membership. However, by entering into this Agreement, the Respondent does not admit to any violation of law or any breach of its duty of fair representation owed to any bargaining unit employee.
6. This Agreement represents the full and final settlement of all claims relating to any unfair labor practice charges filed or that could be filed arising out of this Grievance settlement agreement.

In the event the Charging Party fails or refuses to become a party to this Agreement, and if the Regional Director concludes that it will effectuate the policies of Chapter 71 of Title 5 of the U.S.C., this Agreement shall be between the Respondent and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 2423.11(b) 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. Contingent upon compliance, the approval of this Agreement by the Regional Director shall constitute a withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

PERFORMANCE - Performance by the Respondent of the terms and provisions of this Agreement will commence as set forth above after the Regional Director approves the Agreement or, in the event the Charging Party does not enter this Agreement, performance will commence immediately upon receipt by the Respondent of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director's decision to approve the Agreement.

NOTIFICATION OF COMPLIANCE - The parties to this Agreement will notify the Regional Director in writing what steps the Respondent has taken to comply with the terms of the Agreement. Such notification will be made within thirty (30) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter 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 – Upon approval by the Regional Director this agreement will hold in abeyance any Complaint(s) and Notice of Hearing(s) previously issued in the case. Contingent upon compliance with the terms and provisions of this agreement all Complaint(s) and Notice of Hearing(s) heretofore issued in this case will be considered withdrawn. Failure to comply with the terms and provisions of the agreement will result in the Complaint(s) being reinstated.

By: Jared Clark
Charging Party
(Type or Print Name and Title) *(Date)*

(Signature)

AFGE, AFL-CIO, LOCAL 1945
By: Shrene Funderburg, President 05/16/2013
(Type or Print Name and Title) *(Date)*

/s/Shrene Funderburg
(Signature)

Approved by: 5-23-13
Regional Director *(Date)*