



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Washington, D.C. 20507

May 4, 2010

MEMORANDUM

TO: Sharon Baker, President
AFGE, Local 3599

FROM: Joann C. Riggs, Assistant Director
Office of Human Resources

A handwritten signature in black ink that reads "Joann C. Riggs".

RE: FLRA Case Nos. AT-CA-09-0273, AT-CA-09-0274, AT-CA-09-0275,
AT-CA-09-294, AT-CA-09-0297

In the interest of better labor-management relations, this memorandum is offered as settlement of the above referenced matter.

Regarding the allegations in FLRA Case Nos. AT-CA-09-0273, AT-CA-09-0274 and AT-CA-09-0275, the Agency assures American Federation of Government Employees, Local 3599 (the Union) that it will take the following affirmative actions to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute (the Statute): (1) upon request, respond in a timely manner to information requests made by The Union on April 23 and April 27, 2009 concerning changes in conditions of employment in the Charge Receipt Technical Intake Unit (CRTIU) in the Miami District Office; (2) acknowledge the Union as the exclusive representative when addressing matters concerning bargaining unit employees' conditions of employment in the Miami District Office and within the Local's jurisdiction; (3) provide notice to the Union over changes, if any, to the intake function performed in the CRTIU, and upon request, bargain in good faith with the Union over those changes to the extent required by the Statute and applicable portions of the parties' collective bargaining agreement (CBA); and (4) provide notice to the Union of decisions to transfer bargaining unit employees to positions that will perform intake functions in CRTIU and, upon request, bargain in good faith with the Union over those decisions to the extent required by the Statute and applicable portions of the CBA.

Regarding the allegations in Case No. AT-CA-09-0294, the Agency assures the Union that it will provide notice to the Union of any proposed changes in the office bidding procedure in the Miami District Office and, upon request, bargain in good faith with the Union over those changes to the extent required by the Statute and applicable portions of the CBA.

Regarding the allegations in Case No. AT-CA-09-0297, the Agency acknowledges that a mandatory employee meeting was held at the Miami District Office on March 25, 2009, and that certain employees perceived that management, through statements, comments, and conduct, interfered with, restrained, and coerced the employees in their the exercise of rights assured by the Statute. The Agency assures the Union that it will take the following affirmative actions in order to effectuate the purposes and policies of the Statute: (1) provide a representative of the Union with the opportunity to be present at formal discussions with bargaining unit employees in the Miami District Office to the extent required by the Statute and applicable portions of the CBA; abide by the Statute and not interfere with, restrain or coerce employees in the exercise of their rights assured by the Statute at formal discussions convened by management; and (3) abide by the Statute and not in any like or related manner, interfere with, restrain or coerce bargaining unit employees in the exercise of rights assured them by the Statute.

FEDERAL LABOR RELATIONS AUTHORITY

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
MIAMI DISTRICT OFFICE
MIAMI, FLORIDA

Respondent

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL NO. 3599

Case Nos. AT-CA-09-0273
AT-CA-09-0274
AT-CA-09-0275
AT-CA-09-0294
AT-CA-09-0297

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. The Equal Employment Opportunity Commission, Miami District Office, Miami, Florida (the "Respondent") agrees to provide the attached Memorandum of Assurance on Agency letterhead (the Memorandum), from Joann Riggs, (incorporated herein and made a part of this settlement agreement) to American Federation of Government Employees, Local 3599 (the Union) President Sharon Baker within ten (10) business days of the date of the last signature on this agreement.
2. The Respondent agrees to comply with the terms of the Memorandum.

REFUSAL TO ISSUE COMPLAINT - 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 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. 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 Agency 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 Agency 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 Agency 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.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
HEADQUARTERS
WASHINGTON, DC

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 3599

By: JOANN RIGGS, Assistant Director
Office of Human Resources
(Type or Print Name and Title)

Joann Riggs
4/10
(Date)

By: SHARON D. BAKER
President
(Type or Print Name and Title)

(Date)

Joann Riggs