

SETTLEMENT AGREEMENT
FY 2009 AWARDS - CASE # BW-2010-R-0006
AND
FY 2010 AWARDS - CASE # BW-2010-R-0022

As part of the grievance/arbitration process which encourages mutual settlement of issues between the parties wherever possible, the undersigned representatives of the Social Security Administration (Agency) and the American Federation of Government Employees, General Committee (Union) agree to the following terms and conditions as full and complete settlement of the above stated two grievances:

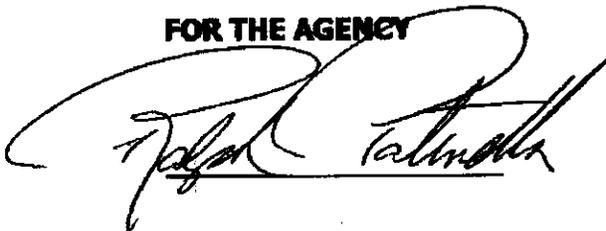
1. The Parties agree to the following settlement amounts notwithstanding the employee's grade or component for FY 2009 Awards:
 - (a) All employees with an element average of 5, notwithstanding his/her grade and component, will be paid \$1,850.00 for FY 2009. If an employee with an element average of 5 previously received a ROC award which is equal to or higher than this settlement, the employee will be entitled to retain the higher amount. If an employee with an element average of 5 received a ROC award of less than \$1,850, the employee will receive the difference between the \$1,850 and the amount previously received. If the difference to be paid to an employee is less than \$50, the employee will be paid \$50.
 - (b) All employees with an element average of 4.5, notwithstanding his/her grade and component, will be paid \$1,250.00 for FY 2009. If an employee with an element average of 4.5 previously received a ROC award which is equal to or higher than this settlement, the employee will be entitled to retain the higher amount. If an employee with an element average of 4.5 received a ROC award of less than \$1,250, the employee will receive the difference between the \$1,250 and the amount previously received. If the difference to be paid to an employee is less than \$50, the employee will be paid \$50. → 4.5
720

 - (c) All employees with an element average of 4, notwithstanding his/her grade and component, will be paid \$700.00 for FY 2009. If an employee with an element average of 4 previously received a ROC award which is equal to or higher than this settlement, the employee will be entitled to retain the higher amount. If an employee with an element average of 4 received a ROC award of less than \$700, the employee will receive the difference between the \$700 and the amount previously received. If the difference to be paid to an employee is less than \$50, the employee will be paid \$50. → 4.0
700

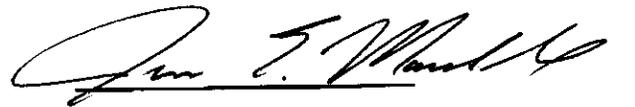

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2. The Parties agree that only current AFGE bargaining unit employees are covered for compensation by this Settlement Agreement.
3. If an employee received a QSI as part of the FY 2009 awards process, the employee will not receive any additional compensation pursuant to this Settlement Agreement.
4. If an employee did not receive a ROC award as part of the FY 2009 awards process, the employee will not receive any additional compensation pursuant to this Settlement Agreement.
5. The Agency will pay attorney fees in the amount of \$83,000 to the AFGE Legal Representation Fund for the legal services rendered by Leisha Self, Esquire.
6. The Parties agree that when this Settlement Agreement is executed, it will constitute a full and complete settlement of all issues relating to FY 2009 Award Union-Management Grievance, case # BW-2010-R-0006.
7. The Agency agrees to pay 100% of the Arbitrator's cancellation fees for the continuation hearing scheduled for April 30 - May 4, 2012.
8. AFGE will withdraw the FY 2010 Awards Union-Management Grievance, case # BW-2010-R-0022 upon signing of this agreement by all Parties and not pursue any other action pertaining to the FY 2010 Awards process.

FOR THE AGENCY


Douglas White

FOR THE UNION


LEISHA SELF 

DATE: 4/17/12