

FEDERAL MEDIATION AND CONCILIATION SERVICE

Lynne M. Gomez, Esq.

In the matter of:

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL 1030

Union,

FMCS Case No.:020917-16247-3

and

DEPARTMENT OF JUSTICE
BUREAU OF PRISONS
FEDERAL DETENTION CENTER
HOUSTON, TEXAS

Agency.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the U.S. Department of Justice, Bureau of Prisons, FDC Houston ("Agency") and the American Federation of Government Employees Local 1030 ("Union") in resolution of the above-captioned grievance concerning the Agency's alleged failure to pay overtime compensation for pre-shift and post-shift work in accordance with the Fair Labor Standards Act ("FLSA"). In full and complete settlement of the above-captioned case, the parties by and through their undersigned representatives, freely and voluntarily agree to the terms outlined in this agreement. The parties agree that bargaining unit members will not engage in any activity which can be constituted as work before or after their respective assigned work shifts until and unless directed to so by the Agency or a management official, or suffered or permitted to do so. The parties further agree that bargaining unit members shall be compensated for all work performed.

1. Coverage

Grievants are present and former bargaining unit members of the Bureau of Prisons with a duty station at FDC Houston, Texas. The Grievants covered by this settlement warrant and represent that no other action or suit with respect to the claims that are set forth in the portion of the grievance covered by this settlement agreement will be filed in or submitted to any court or any administrative forum including but not limited to, the General Accounting Office or the Office of Personnel Management for the time period that this grievance covers. By agreeing to accept payment under this settlement, the Grievants agree to waive any right or entitlement to pursue or collect payment for any FLSA portal to portal claims for the time period that the grievance covers, i.e., July 7, 1999 to the date this agreement is executed.

2. Lump Sum Payment

Without constituting an admission of liability or any wrongdoing upon the part of either the Agency, the Union, or the Grievants, the Agency agrees to pay, through the Union's attorneys Woodley & McGillivray, the lump sum settlement amount of \$3,000,000.00 to resolve all claims for FLSA overtime pre-shift and post-shift work performed by bargaining unit employees at the Federal Detention Center, Houston, Texas, from July 7, 1999 to the date this Agreement is executed. This sum covers all backpay, liquidated damages, interest and attorneys' fees and costs which may have been claimed by the Grievants. The Union shall determine how to distribute the lump sum amount among the Grievants.

3. Payment Timetable and Method for Payment of Lump Sum

The Agency shall make the lump sum payment of \$3,000,000.00 to the law firm of Woodley & McGillivray at Suite 400, 1125 15th Street, N.W., Washington, D.C. 20005 by an electronic funds transfer or a single check made payable to "Woodley & McGillivray" on or

before November 4, 2007. Woodley & McGillivray, on behalf of the Union, will be responsible for distributing to each grievant his/her respective share of the lump sum amount. The parties agree that this Settlement Agreement does not determine the amount of any income tax or any other taxes for which the Grievants or beneficiaries may be liable now or in the future as a result of this Agreement. The Union agrees that its individual members will be responsible for any federal, state, or local tax liability arising from the payment of the amounts set forth in the settlement, and that they will hold the Agency harmless from any liability for such taxes which may be owed on account of payment from this settlement. After making any distribution to the Grievants or their beneficiaries, all required forms will be submitted by Woodley & McGillivray on behalf of the Union to the Internal Revenue Service (IRS) for each Grievant or beneficiary. Woodley & McGillivray on behalf of the Union will be responsible for distributing all required federal tax forms to the grievants. These tax forms must be sent in accordance with Federal tax regulations.

4. Timetable for Providing Information

The Agency shall make available to the Union any and all information necessary to determine each bargaining unit member's work history at FDC Houston, including institutional start and end dates, bargaining unit status, and, if necessary, pay period by pay period work status. The Agency will make every reasonable effort to make available this information by November 4, 2007. Any information not made available by November 4, 2007 will be made available to the Union no later than December 4, 2007. Additional information shall be made available by agreement of the parties.

5. Interest

In the event that the Agency fails to pay the amount of \$3,000,000.00 on or before November 4, 2007, interest shall begin to accrue on the amount owed beginning on November 5, 2007. Interest will accrue in accordance with the formula prescribed under the Back Pay Act, 5 U.S.C. §5596(b)(2)(A), and by the Office of Personnel Management in FPM Letter 550-78. The interest shall be computed at the rate or rates in effect under Section 6621(a)(1) of the Internal Revenue Code of 1986 and shall continue to accrue until the Agency transmits the lump sum amount to Woodley & McGillivray in accordance with paragraph 3 above.

6. Union/Management Quarterly Meetings

The parties agree to comply with Article 6, section q of the Master Agreement. The parties further agree to conduct meetings on a quarterly basis between the Union and management officials to address any portal to portal issues. These quarterly meetings will not preempt or replace any monthly LMR portal to portal discussions or prevent the two parties from addressing portal to portal issues as they occur.

7. Release from Claims Related to Settlement

The Union and the Agency understand and agree that in consideration for the payment made by the Agency and the Agency's compliance with the terms of this Agreement, the Union remises, releases and forever irrevocably discharges the United States government, the Bureau of Prisons, the Agency and their officers, agents and employees, and each of them, separately and collectively, from the claims asserted in this grievance for the time periods covered by the grievance.

8. Waiver

In consideration for the payments made and the promises provided herein the Union will not sponsor any arbitration or individual grievance seeking FLSA overtime compensation for time spent by bargaining unit employees performing unpaid work before and after their scheduled shifts during the time period three years prior to the date the grievance was filed up through the date this agreement is fully executed. The parties agree to abide by the terms of the Master Agreement.

9. Extensions

Any of the deadlines set forth in this agreement may be extended by mutual agreement of the Union and the Agency.

10. Precedent

The parties agree that this Agreement shall not be cited as precedent, and may not be cited, published, or referenced by either party as justification for their respective positions or referred to in any other proceeding, whether judicial or administrative, for any purpose other than to enforce the terms of this Agreement. The parties recognize that it is in their respective interests to resolve these disputes through this settlement.

11. Completeness of Agreement

This document constitutes the complete terms of the settlement and supersedes any and all prior oral or written representations, understanding, or agreements between the parties to this agreement.

12. Disputes

The parties agree that Arbitrator Gomez retains jurisdiction over any and all disputes that

arise resulting from the terms of this agreement.

13. Authority of the Parties

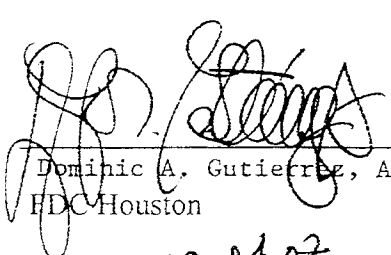
The parties agree that they have full authority to enter this agreement and to make the promises, obligations and considerations contained herein.

The Union's representative of record represents that he is authorized to enter into this Agreement on behalf of AFGE Local 1030, which has full authority to enter into this agreement and to make the promises, obligations and considerations contained herein. The Agency's representative of record represents that he is authorized to enter into this Agreement on behalf of the U.S. Department of Justice, Bureau of Prisons, FDC Houston, which has full authority to enter into this agreement and to make the promises, obligations and considerations contained herein.



Lonnie Roberts
President AFGE Local 1030

Date: 10-4-07



Dominic A. Gutierrez, Acting Warden
FDC Houston

Date: 10.04.07