

IN THE MATTER OF ARBITRATION BETWEEN

FEDERAL BUREAU OF PRISONS)	
FEDERAL CORRECTIONAL INSTITUTION)	
BIG SPRING, TEXAS)	FMCS CASE NO. 16-57759
)	
Agency,)	
)	GRIEVANT: AFGE Local 3809
)	
AMERICAN FEDERATION OF)	Arbitrator: William McKee
GOVERNMENT EMPLOYEES, LOCAL 3809)	
BIG SPRING, TEXAS)	
)	VACATING & REMOVING
)	BIDDABLE
)	POSTS
Union,)	
)	

SETTLEMENT AGREEMENT

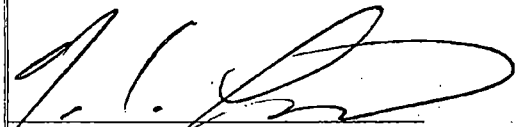
In full and final settlement of the above-referenced matters, the United States Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Big Spring, Texas ("Agency") and the American Federation of Government Employees, Council of Prison Locals, Local 3809 ("Union"), (collectively, the "Parties") freely and voluntarily agree to the following terms and conditions.

1. The Union agrees to immediately withdraw and dismiss the above referenced grievance, which is currently pending arbitration.
2. The Union agrees that no administrative, legal, or other type of complaint, grievance or appeal, or other request for legal remedy whatsoever regarding any matter based upon the facts or allegations contained in the grievance, will be filed whether before or pursuant to EEOC, MSPB, FLRA, Arbitration, Master Agreement, state or federal court, or other legal forum. This agreement puts closure to the above grievance and ensures that no future litigation will be filed on this particular matter.
3. The Union waives, releases, and forever discharges the Agency, its officers, agents, employees, and representatives (in their official and/or personal capacities) from any claims, demands, or causes of action, which the he has or may have, arising from or implied in this appeal. This release includes, but is not limited to, a release of all rights and claims under Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., as amended and the Age Discrimination in Employment Act, and any other administrative or judicial relief or any other type of relief, or of any claim to back pay, attorney's fees and costs, or other types of compensation.
4. The Parties agree this Settlement Agreement does not constitute an admission of fault, error, or wrongdoing by the Agency; rather this agreement is a reflection of good faith efforts to promote strong Labor-Management Relations.

5. The Parties agree that this Settlement Agreement is being entered into due to the unique circumstances of this matter and it is not to be used as a precedent in any subsequent litigation, including but not limited to an arbitration hearing, proceedings before the Equal Employment Opportunity Commission, proceedings before the Federal Labor Relations Authority, and the like.
6. The Parties agree that the terms of this Settlement Agreement will be kept confidential, with the following limited exceptions: it may be disseminated to Human Resource Management and other relevant federal personnel implicated in this agreement for administrative processing, it may be used as evidence in a subsequent proceeding in which either party alleges a breach of the Agreement.
7. The Parties agree that Attorney's Fees in the amount of \$35,000.00 shall be borne by the Agency and made payable to the Whitehead Law Firm within twenty-one (21) business days by wire transfer. The Whitehead Law Firm invoice shall be delivered upon execution of the settlement agreement.
8. The Parties agree that all Arbitrator and Court Reporter fees will be born fully by the Agency.
9. The Parties agree to sign and execute contemporaneously with this Settlement Agreement the attached Memorandum of Understanding Exhibit A.
10. The Parties agree that the terms of this Settlement Agreement constitute the entire agreement between the Parties and that no other promises or representations, either express or implied, have been made or sought to induce acceptance of this Settlement Agreement.
11. The Parties acknowledge that there is adequate consideration for each and every promise contained herein.
12. If any provision of this Settlement Agreement shall be held invalid or unenforceable, the remainder of the Settlement Agreement shall not thereby be held invalid or unenforceable.
13. Should a dispute arise regarding the implementation, interpretation or an alleged breach of this Settlement Agreement, no Party to the Settlement Agreement will seek enforcement of this Settlement Agreement until that Party first makes a good faith effort through the other Party or that Party's representative to resolve a difference of interpretation of the terms of the Settlement Agreement and/or to have the other Party cure an asserted failure of performance of the terms of the Settlement Agreement.
14. Further, should new disputes arise among the Parties involving issues other than the fulfillment of the terms of the Settlement Agreement, those disputes are independent matters which must be presented to the usual channels of administrative, or judicial redress, and not through an action to enforce this Settlement Agreement.


15. The Parties agree that they have full authority to enter into this Settlement Agreement and to make promises, obligations and consideration contained herein.
16. The Parties agree this Settlement Agreement shall be effective on the date on which the last required signature is executed.
17. The Union is the Employee's authorized representative and has the full and exclusive authority to enter into this Settlement Agreement on their behalf.
18. The Parties acknowledge this Settlement Agreement consists of three (3) pages and eighteen (18) paragraphs plus Exhibit A (Local Memorandum of Understanding).

The Parties declare that the terms of this Settlement Agreement have been completely read, are fully understood, and are voluntarily accepted with full understanding of its meaning and effect.



T. Curtis Lloyd, Union President

10-20-17
Date



Jorge Castaneda, Warden

10.20.17
Date

LOCAL MEMORANDUM OF UNDERSTANDING – EXHIBIT A

BY AND BETWEEN
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTE
BIG SPRING, TEXAS (Agency)

AND

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 3809
BIG SPRING, TEXAS (Union)

Scope of Memorandum

This memorandum, in the spirit of partnership, outlines an agreement between the Parties regarding staffing at FCI Big Spring. The Parties acknowledge that other than this Memorandum, there are no other memoranda, local agreements or settlement agreements, with the exception of the Settlement Agreement (FMCS 16-57759), dated October 20, 2017, regarding day to day augmentation between Local 3809 and the Agency.

Terms

The Parties agree as follows effective upon signature of this Memorandum of Understanding, to-wit:

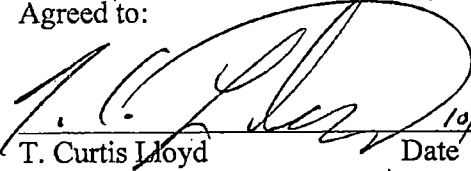
(1) The Agency shall temporarily amend the Biddable Post Roster to include the following posts effective the first quarter of 2018:

- a. DR4;
- b. DR5;
- c. DR8;
- d. Daywatch phone monitor;

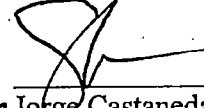
After the fourth quarter of 2018, the above mentioned posts will again be subject to the provisions of Article 18, section d(2) of the Master Agreement.

(2) Management will follow the provisions of Article 18 of the Master Agreement.

Agreed to:



T. Curtis Lloyd Date 10/20/2017
President, Local 3809



Jorge Castaneda Date 10.20.17
Warden, FCI Big Spring