

MAY 94

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISON

1. Grievant (s) Lisa Wyant	2. Duty Station U.S.P. Lewisburg
3. Representative of Grievant (s) T. Liesenfeld Secretary Treasurer	4. Informal resolution attempted with Vicki Zimmerman ESM and Margaret Connors Regional Employee Services Administrator
5. Federal Prison System Directive, Executive Order, or Statute violated: Article 30 of the Master Agreement.	
6. In what way were each of the above violated? Be specific On or about February 26 th the Grievant while attempting to return to work, was told by her supervisor not to come to work as the Agency had sent her a form that needed to be filled out by her Doctor prior to her returning to work. The Grievant was unable to obtain the answers until on or about March 19 th , 2007, at which time the Grievant was able to return to work. The Grievant was willing and able to return to work on February 20 th , 2007. The Grievant was placed in a Leave Without Pay status involuntarily. Which constitutes a constructive suspension. Since the grievant was placed in this constructive suspension status, and was not afforded due process as outlined in Article 30 of the Master Agreement, this grievance is being filed.	
7. Date (s) of violation (s) February 26 th , 2007 thru March 19 th , 2007	
8. Request remedy (i.e., what you want done) The Grievant be made whole in every way including but not limited to an award under the FLSA Title 5. The employee is also entitled to interest on her damages pursuant to the Back Pay Act, 5 U.S.C. 5596 (b) (2) (A) and attorney's fees under the Back Pay Act. Finally, this grievance serves to notify the Agency that A.F.G.E. Local 148 will obtain counsel to represent the Employee in this matter.	

9. Person with whom filed Troy Williamson	10. Title Warden-USP Lewisburg
11. Signature of recipient	12. Date signed
I hereby certify that efforts at informal resolution have been unsuccessful.	
13. Signature of Grievant (s) //signed// Lisa Wyant	14. Signature of Representative //signed// T. Liesenfeld, Secretary Treasurer

Record Copy- Agency; Copy - Union Local; Copy - Council of Prison Locals; Copy - Grievant

(This form may be replicated via WP) This form Replaces BP-176 (37) Dated October 1984

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
COUNCIL OF PRISONS LOCALS
LOCAL 148

AND

FEDERAL BUREAU OF PRISONS,
U. S. PENITENTIARY,
LEWISBURG, PENNSYLVANIA

SETTLEMENT AGREEMENT

In full and final settlement of the above-referenced grievance, the Department of Justice, Federal Bureau of Prisons, United States Penitentiary (USP), Lewisburg, Pennsylvania (Agency), The American Federation of Government Employees (AFGE), Council of Prison Locals, Local 148 (Union), (the Parties), freely and voluntarily agree to the following terms and conditions:

- 1) Union Local 148 hereby withdraws the grievance, and any other complaints, appeals, or grievances, arising from the facts therein.
- 2) Union Local 148 agrees that no administrative, legal, or other type of complaint, grievance or appeal based upon the factual allegation contained in the grievance dated April 27, 2007, will be filed. This agreement puts closure to the above grievance and ensures that no future litigation will be filed on this particular grievance.
- 3) The Agency agrees to correct Ms. Wyant's Time and Attendance records to reflect the following:

Pay Period #4 (02/18/07 - 03/03/07)

8 Hours Holiday Leave (02/19/07)

67.5 Hours of Donated Leave from her husband (02/20/07-03/02/07)

4.5 Hours of Advanced Sick Leave (Remaining hours on 03/02/07)

Pay Period #5 (03/04/07 - 03/17/07)

80 Hours of Administrative Leave

Pay Period #6 (03/18/07 - 03/31/07)

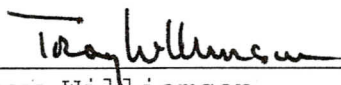
8 Hours of Administrative Leave (03/19/07)

- 4) Union Local 148 agrees that this settlement covers all issues outlined in the grievance dated April 27, 2007.

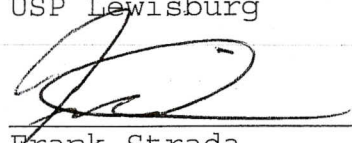
- 5) Union Local 148 agrees that they have the authority to sign this agreement on behalf of the employee named in Item 3 of this settlement agreement.
- 6) The Parties agree that this settlement agreement is being entered into due to the unique circumstances of the complaint and is not to be precedent for any other case.
- 7) All Parties agree that this settlement agreement does not constitute an admission of fault, guilt or wrongdoing by any party.
- 8) This agreement constitutes the entire agreement between the parties and there are no other terms, expressed or implied, except those written in this agreement.
- 9) The Parties declare that the terms of this agreement are fully understood and that they have voluntarily entered into and accepted this agreement.

For the Agency:

For the Union:

 5-23-07
Troy Williamson Date
Warden
USP Lewisburg

 5-23-07
Tony Liesenfeld Date
Secretary/Treasurer
Local 148

 5-23-07
Frank Strada Date
LMR Chairperson
Associate Warden (P)
USP Lewisburg