

FEDERAL BUREAU OF PRISONS,)	
METROPOLITAN CORRECTIONAL CENTER)	FMCS CASE NO. 14-53738-6
New York, New York)	
)	
AND)	Grievant: Local 3148
)	
)	January 6, 2015
AMERICAN FEDERATION OF GOVERNMENT)	March 31, 2015
EMPLOYEES, LOCAL 3148)	
New York, New York)	Steven C. Kasarda, Esq., Arbitrator
)	

COMES NOW, in full and final settlement of the above-referenced matter, the American Federation of Government Employees, Local 3148, ("Union") and the United States Department of Justice, Federal Bureau of Prisons, Metropolitan Correctional Center, New York, New York ("Agency"), (collectively, the "Parties"), and as it regards FMCS Case No. 14-53738 freely and voluntarily agree to the following terms and conditions:

- Page 1 of 5

ms

4. The Agency agrees and reaffirms to comply with the provisions in the Parties Master Agreement Article 27 a, regarding the safety and health of employees in the Federal Bureau of Prisons by lowering the inherent hazards associated with the augmentation.
5. The Agency reaffirms its commitment to Article 36 that people are the most valuable resource of the Federal Bureau of Prisons.
6. The Parties agrees to mutually negotiate augmentation procedures in accordance with the Parties Master Agreement and the Federal Labor Management Statute 5 U.S.C.
7. The agency agrees to limit augmentation to mandatory annual refresher training, firearms training and disturbance control training until all phases of negotiations of augment procedures is completed. Further the agency agrees to explore other avenues of conducting the above trainings before augmenting staff. This provision is not intended to restrict Management from exercising its right as provided in Article 18.
8. The Parties agree and reaffirm to comply with the provisions in the Parties' Master Agreement Article 5, this includes, in accordance with 5 U.S.C. 7106 b (2 & 3) and this Agreement, the obligation to notify the Union of any changes in conditions of employment, and provide the Union the opportunity to negotiate concerning the procedures which Management will observe in exercising its authority in accordance with the Federal Labor Management Statute.
9. The Union agrees to withdraw the underlying grievance in this matter with prejudice, and any other complaints, appeals, grievances, unfair labor practice charges, based upon or implied by the facts therein.
10. The Union agrees to waive any and all grievances or complaint , or other legal remedies whatsoever, regarding the issues listed in box six of this grievance whether before or pursuant to EEOC, MSPB, FLRA, Arbitration, Master Agreement, civil court or other legal forum that have been filed as of the date of this agreement.

11. The Parties understand and agree that by signing this Settlement Agreement ("Agreement"), all issues raised in the underlying grievance are resolved. The Union further agrees to waive any future right to appeal or seek remedies before any forum, judicial, administrative, or other, based upon or implied by the allegations made in the grievance underlying the arbitration captioned above. This Agreement puts closure to the underlying grievance.

12. The Parties have voluntarily entered into this Agreement and clearly understand and fully agree with the terms and conditions of this Agreement.

11. The Parties agree this Agreement is being entered into due to the unique circumstances of this grievance. The Agreement is not to be used as or cited as precedent, and may not be cited, published, or referenced by any 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 the Agreement.

12. The Parties understand this Agreement constitutes the entire agreement between the Parties, and there are no other terms, expressed or implied, except those written in this Agreement.

13. This Agreement does not constitute an admission of fault, liability, error, or wrongdoing on the part of the Agency.

14. The Parties agree that the pending arbitration proceeding for the underlying grievance captioned above (FMCS No. 14-53738) is cancelled and notification will be made to Arbitrator Kasarda that the matter is resolved.

15. The Parties agree any cost or fees incurred for arbitration hearing on January 6, 2015, will be shared by the Agency and the Union.
16. The Parties agree any cost or fees incurred for arbitration hearing on March 31, 2015, will be incurred solely by the Agency.
17. The Parties acknowledge that there is adequate consideration for each and every promise contained herein.
18. If any provision of this agreement is held invalid or unenforceable, the remainder of the Agreement shall not thereby be held invalid or unenforceable.
19. Should a dispute arise regarding the implementation, interpretation or an alleged breach of this Agreement, no party to the Agreement will seek enforcement of this 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 and/or to have the other party cure an asserted failure of performance of the terms of the Agreement.
20. The Parties agree that each has full authority to enter into this Agreement and to make promises, obligations, and consideration contained herein. The Union's representative of record represents that he/she is authorized to enter into this Agreement on behalf of AFGE Local 3148 and its members. The Agency's representative of record represents that he/she is authorized to enter into this Agreement on behalf of the U.S. Department of Justice, Federal Bureau of Prisons, Metropolitan Correctional Center, New York, New York.

The Parties declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted. This agreement will become effective on the date of the last signature below. All parties accept fax signatures as binding.

FOR THE AGENCY



Maureen Baird, Warden

3/31/15

Date

FOR THE UNION



Tyrone Covington

Local 3148 President

3/31/15

Date

