

WILLIAM DARRELL COOK, GRIEVANT)
 AMERICAN FEDERATION)
 of GOVERNMENT EMPLOYEES,)
 COUNCIL OF PRISON LOCALS,)
 Local 1570, Tallahassee)
 Union) FMCS CASE NUMBER:
 and) 09-59300
)
 FEDERAL BUREAU OF PRISONS)
 FEDERAL CORRECTIONAL INSTITUTION)
 TALLAHASSEE, FLORIDA)
 Agency)

SETTLEMENT AGREEMENT

In full and complete settlement of the above-referenced matter, the U. S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Tallahassee, Florida (Agency), William Darrell Cook (Grievant), and AFGE Local 1570 (Union), (the parties), freely and voluntarily agree as follows:

1. The Union hereby withdraws the above-referenced grievance case number 09-59300 with prejudice. Counsel's signature below constitutes a withdrawal, with prejudice, of the aforementioned grievance.
2. The Union and Grievant agree that no administrative, legal, or other type of complaint, grievance or appeal based upon the allegations contained in the grievance which are the subject of the above-referenced arbitration proceeding will be filed.
3. The Agency agrees to rescind Grievant's seven (7) day suspension for the charges of Failure to Follow Policy and Unprofessional Conduct, which he served from July 24 to July 30, 2009. Accordingly the Agency will remove the suspension of the Grievant from his Official Personnel File ("OPF").
4. The Agency will expunge all paperwork regarding the Grievant's suspension from his OPF, including, but not limited to, the proposal, decision, and any supporting documentation, no later than sixty (60) days after the effective date of this agreement. This Agreement shall not be stored in his OPF.
5. The Agency agrees to restore backpay to the Grievant in the gross amount of \$1644.00 pursuant to this Agreement. The parties agree that this is the appropriate gross amount of backpay that is owed to the Grievant as a result of rescinding his seven (7) day suspension. The parties understand that this backpay does not include interest and the Grievant specifically disclaims interest. The Agency agrees to make this payment to the Grievant within 60 days of the effective date of this Agreement.

6. The parties agree that this Agreement is being entered into due to the unique circumstances of this matter and it is not to be used as precedent in any subsequent litigation, including but not limited to an arbitration hearing, proceedings before the Merit Systems Protection Board, proceedings before the Federal Labor Relations Authority, and the like.
7. This Agreement does not constitute an admission of fault, guilt, or wrongdoing by the Agency, the Union or the Grievant.
8. The parties agree that this document constitutes 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 Agreement.
9. The Agency agrees to deposit \$500.01 (five hundred dollars and one cent) in reasonable attorney's fees to the Union, within 60 days of the effective date of this agreement, to the following account:

Account number 4380248986
Bank routing transfer number 054001220
Wachovia
1753 Pinnacle Drive, McLean, VA 22102
Tax ID Number is 53-0025740
LRF CAGE Code: 490Z5.

10. The parties acknowledge that there is adequate consideration for each and every promise contained herein.
11. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not thereby be held invalid or unenforceable.
12. Should a dispute arise regarding the implementation, interpretation or alleged breach of this settlement agreement, it is expressly understood and agreed that the parties will follow the Master Agreement, government wide rules, regulations and federal law.
13. The parties have read, understood, and fully and voluntarily agree with the terms and conditions of this Agreement.
14. The parties agree that they have full authority to enter into this Agreement and to make promises, obligations, and consideration contained herein.

- 15. The parties agree that the pending arbitration proceedings are cancelled and notification will be made to the assigned arbitrator by the parties that the issues are resolved.
- 16. This Agreement becomes effective on the date of the last signature below.

FOR THE AGENCY:

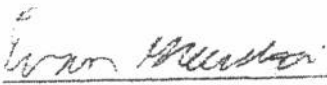


W.T. Taylor, Warden
Federal Correctional Institution
Tallahassee, Florida

6/9/10

Date

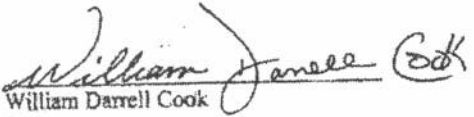
FOR THE UNION:



Evan Greenstein
Union Counsel
AFGE Local 1570

June 9, 2010

Date



William Darrell Cook
Grievant

June 9, 2010

Date