

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
COUNCIL OF PRISONS LOCALS
LOCAL 573**

AND

**FEDERAL BUREAU OF PRISONS,
FEDERAL CORRECTIONAL INSTITUTION
ALICEVILLE, ALABAMA**

**ARBITRATION
Night differential on overtime**

FMCS 15-52487

**THEODORE H. O'BRIEN
ARBITRATOR**

Date: APRIL 10, 2015

SETTLEMENT AGREEMENT


In full and final settlement of the above listed case regarding overtime time with night differential, filed December 1, 2014, the Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Aliceville, Alabama ("Agency") and the American Federation of Government Employees, Local 573 ("Union") (collectively "Parties"), freely and voluntarily agree to the following terms and conditions:

- 1) The American Federation of Government Employees, Council of Prison Locals, Local 573, hereby withdraws the grievance, FMCS 15-52487, Overtime with Night Differential, which is the subject of the above-referenced arbitration proceeding and any other complaints, appeals, or grievances, arising from the facts or allegations therein.
- 2) The Union and grievant individually waive, release, and forever discharge the Agency, its officers, agents, employees, and representative (in their official and/or personal capacities) from any claims, demands, or causes of action, which the grievants have or may have, arising from or implied in this matter or any matter associated with this issue. 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. Section 2000e et seq., as amended, 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.
- 3) 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.

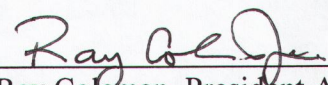
- 4) The Agency agrees to pay the individuals listed, as indicated, on the attached spreadsheet (see "Attachment A – FMCS 15-52487" – consisting of 5 pages), for a total amount of \$8,614.66.
- 5) The US Department of Agriculture's National Finance Center (NFC) will make the backpay payout through the payroll system. The NFC will make all necessary payroll deductions. For tax reporting purposes, this amount will be included and reported on a W-2 tax form. Employees currently paid by the NFC will receive payment through direct deposit. The Employee agrees that processing delays by NFC will not be grounds for asserting a breach of this agreement.
- 6) The Union agrees to assist the Agency by providing information necessary to complete payments, and agrees to protect all confidential information set forth in Attachment A, including bargaining unit member's social security numbers. Within forty five (45) days of the execution of this agreement, the Agency will forward appropriate documentation to allow NFC to distribute the back pay amount owed to each Backpay Participant (staff identified by the Agency and Union in Attachment A).
- 7) The Union agrees to assist the agency in identifying all former employees of the Bureau of Prisons who are Backpay Participants and obtain current address information for each participant who are former employees. Checks for all former employees of the Bureau of Prisons who are Backpay Participants will be mailed directly to the participants within 45 days of the execution of this agreement.
- 8) IRS Form W-2 Wage and Tax Statements will be issued to all Backpay Participants for the backpay amounts paid to them. The Agency shall be responsible for ensuring all necessary withholdings are made.
- 9) The Agency agrees to pay \$4000.00 (four thousand dollars) in attorney fees by electronic funds transfer made payable to Lilliam (Liza) Mendoza Esq, within 30 days of a signed Settlement Agreement. The electronic funds will be transferred to the following account: routing number 111 0000 25; account number 4880 5194 5901; tax identification number 581250441. This Settlement Agreement resolves all claims for attorney fees and expenses. If any other information is needed for the electronic transfer, the Agency will timely request the information and the Union will timely provide the information.
- 10) The Parties agree that this settlement agreement (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 Merit Systems Protection Board, proceedings before the Equal Employment Opportunity Commission, proceedings before the Federal Labor Relations Authority, and the like.
- 11) All parties agree that this Agreement does not constitute an admission of fault, error, guilt, or wrongdoing by any party, rather this agreement is a reflection of good faith efforts to promote strong labor-management relations.

- 12) The Parties agree that the arbitration proceeding, currently scheduled for September 16-17, 2015, is canceled, and any fees incurred for cancellation shall be borne equally by the Parties consistent with the Master Agreement.
- 13) The parties acknowledge that there is adequate consideration for each and every promise contained herein.
- 14) 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. No party to this Agreement will seek its enforcement 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 Agreement and/or to have the other party cure an asserted failure of performance of the terms of the Agreement.
- 15) Should new disputes arise among the parties involving issues other than the fulfillment of the terms of this Agreement; the parties agree that such disputes are independent matters, which must be presented to the usual channels of administrative, collective bargaining or judicial redress, and not through an action to enforce this Agreement.
- 16) This Agreement constitutes the entire agreement between the parties and there are no other terms, expressed or implied, except those written in this Agreement.
- 17) 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.
- 18) All parties agree and understand that AFGE Local 573 has the authority to enter into this Agreement on behalf of the grievants represented by Local 573. The Agency's representative of record represents that they have the authority to enter into this Agreement on behalf of the U.S. Department of Justice, Federal Bureau of Prisons.
- 19) The Parties declare that the terms of this Agreement have been completely read, are fully understood, and are voluntarily entered into and accepted.
- 20) The Parties agree that the terms of the Agreement will be kept confidential, with the following limited exceptions: it may be disseminated to Human Resource Management, appropriate AFGE officials, and other relevant federal personnel implicated in this agreement for administrative processing, it may be used for the purpose of dismissing any unfair labor practice charges, and as evidence in a subsequent proceeding in which either party alleges a breach of the Agreement.

FOR THE AGENCY:


Arcola Washington-Adduci, Warden
Federal Correctional Institution, Aliceville

FOR THE UNION AND GRIEVANT:


Ray Coleman, President AFGE
Local 573