

	<b>GRIEVANT</b>	)
<b>AFGE LOCAL # 3981</b>		)
<b>and</b>		) <b>FMCS CASE NUMBER:</b>
		) <b>10-03940</b>
		)
<b>FEDERAL BUREAU OF PRISONS</b>		)
<b>FEDERAL CORRECTIONAL INSTITUTION</b>		)
<b>JESUP, GEORGIA</b>		)
		)

**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, Jesup, Georgia (Agency), (Grievant), and AFGE Local 3981 (Union), (the parties), freely and voluntarily agree as follows:

1. The Union and the Grievant hereby withdraws the above-referenced grievance case number 10-03940 with prejudice and any other complaints, appeals, or grievances, arising from the facts or allegations therein.
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. This settlement agreement (Agreement) puts closure to the above-cited grievance.
3. The Agency agrees to rescind Grievant's three (3) day suspension for the charge of Reporting for Duty Under the Influence and to issue Leave Without Pay (LWOP) in its place. Accordingly the Agency will amend the Grievant's Standard Form 50 and expunge record of the three (3) day suspension from Grievant's Official Personnel File.
4. The Grievant understands and agrees that with his acceptance of this settlement, he waives any future right to appeal or any seek remedies, before any forum, judicial, administrative, or other, based upon or implied by the facts and allegations contained in FMCS Case No. 10-03940, including but not limited to seeking any other or further compensation or benefit under the Back Pay Act, 5 U.S.C. 5596.

5. Grievant 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 Grievant has or may have made, based upon or implied in the grievance. This release includes, but is not limited to, a release of all rights and claims under Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. 621, et seq.; the Rehabilitation Act, as amended, 29 U.S.C. 791, et seq.; and, any other administrative or judicial relief, or of any claim to back pay, entitlements and/or benefits which he may have asserted in her grievance except as otherwise specified in this Agreement.
6. The parties agree that this Agreement is being entered into due to the unique circumstances of the grievance and it is not to be used as precedent for any other case. Neither this Agreement, nor any terms herein, may be used as a basis by any person or persons to justify similar terms in any subsequent matter. This Agreement shall not be used, cited, or relied upon by any party in connection with any other judicial, administrative or other proceeding.
7. This Agreement does not constitute an admission of fault, guilt, or wrongdoing by the Agency.
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 parties agree that they are responsible for their respective fees and/or costs associated with or incurred in the above-cited matter, and the parties waive the right to seek those fees and/or costs from the other party.
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 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 settlement. Further, should new disputes arise among the parties involving issues other than the fulfillment of the terms of the settlement, those disputes are deemed 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.

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:

\_\_\_\_\_  
Anthony Haynes, Warden  
Federal Correctional Institution  
Jesup, Georgia

\_\_\_\_\_  
Date

FOR THE UNION:

\_\_\_\_\_  
Jodi Thomason, President  
AFGE Local 3981

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date