

IN THE MATTER OF ARBITRATION BETWEEN

FEDERAL BUREAU OF PRISONS)	
FEDERAL CORRECTIONAL INSTITUTION)	
ALICEVILLE, ALABAMA)	
Agency)	FMCS Case No. 15-53093
AND)	Grievant: AFGE Local 0573
AMERICAN FEDERATION OF GOVERNMENT)	Arbitrator: Jerome H. Wolfson
EMPLOYEES, LOCAL 0573)	
FEDERAL CORRECTIONAL INSTITUTION)	
ALICEVILLE, ALABAMA)	
Union)	
)	

SETTLEMENT AGREEMENT

In full and final settlement of the above-referenced matter, the United States Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Aliceville, Alabama, (“Agency”), and the American Federation of Government Employees, Local 0573 (“Union”), collectively the parties (“Parties”), freely and voluntarily agree to the following terms and conditions:

1. The Agency agrees to pay a sum total of \$4534.95 by electronic funds transfer to the Grievants in the amounts noted below, minus any required withholdings for Federal and local taxes, Social Security and Medicare:

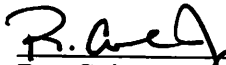
Christine Aldridge	\$313.53	Darryl Hill	\$313.53
Marcus Bentley	\$268.80	Xavier Jenkins	\$268.80
Glenn Brown	\$279.93	Donald Johnson	\$279.93
Kelvin Brown	\$291.06	Jeffery Jones	\$279.93
Melvin Burns, Jr.	\$279.93	Phillip McCloud	\$268.80
Shannon Colvin	\$268.80	Michael Moore	\$279.93
Krysti Heatrice	\$279.93	William Owings	\$291.06
John High	\$291.06	Talekia Wordlaw (Austin)	\$279.93

2. The Agency agrees to pay the full amount of the arbitrator’s cancellation fee of \$900.00. Any other associated expenses related to the above-cited arbitration will be equally borne by both Parties.
3. The Union agrees to withdraw the underlying grievance to this matter with prejudice, and

any other complaints, appeals, grievances, or unfair labor practice charge based upon or implied by the facts or allegations therein. The withdrawal of the grievance will be effective upon the signing of this Settlement Agreement (“Agreement”) by the Union and the Agency. The arbitration hearing on the above-cited matter scheduled to be held December 10, 2015, is hereby cancelled.

4. The Union and Grievants agree the allegations contained in the grievance and invocation cannot be grieved, appealed, or challenged in any manner, in any administrative or judicial forum, or other type of complaint, grievance, or appeal process, including but not limited to the Merit Systems Protection Board, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, and arbitration. The Union and Grievant further agree to waive any future right to appeal or seek any remedies, before any forum, judicial, administrative or other, based upon, or implied by allegations in the underlying grievance relating to this matter. This Agreement puts closure to the above grievance and ensures that no future litigation will be filed on this particular matter.
5. The Union and Grievants waive, release, and forever discharge 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 Union and/or Grievant have or may have, based upon or implied in this matter. 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. § 2000e et seq., as amended and the Age Discrimination in Employment Act, 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.
6. This Agreement does not constitute an admission of fault, error, or wrongdoing on behalf of the Agency.
7. This Agreement is being entered into due to the unique circumstances of this matter 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 other than to enforce the terms of this Agreement.
8. The terms of this Agreement will be kept confidential, with the following limited exceptions: it may be disseminated to other relevant federal or Union personnel for administrative processing; it may be used for the purpose of dismissing any appeal, grievance, unfair labor practice charge, or complaint of any kind in any forum; and it may be used as evidence in a subsequent proceeding in which either party alleges a breach of this Agreement.
9. The terms of this Agreement constitute the entire Agreement between the Parties and no other promises or representations, either express or implied have been made or sought to induce acceptance of this agreement.


10. 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. 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.
13. 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.
14. The Parties have 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 is authorized to enter into this Agreement on behalf of AFGE Local 0573. The Agency's representative of record represents that she is authorized to enter into this Settlement on behalf of the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Aliceville, Alabama.
15. The terms of this Agreement have been completely read, are fully understood, and are voluntarily accepted.
16. This Agreement, in its entirety, consists of three (3) pages and sixteen (16) numbered paragraphs.



Ray Coleman, Jr., President
AFGE Local 0573

09/05/15

Date



Arcola Washington-Adduci, Warden
FCI Aliceville

8-5-15

Date