

UNITED STATES OF AMERICA
FEDERAL MEDIATION AND CONCILIATION SERVICE
IN THE MATTER OF THE ARBITRATION BETWEEN

In the Matter of:)	
)	FMCS No. 12-58777
AMERICAN FEDERATION OF)	
GOVERNMENT EMPLOYEES)	
LOCAL NO. 3690 on behalf of Grievant)	
Giovanni Gras)	Arbitrator:
)	Robert J. Paci
(Charging Party))	
)	
v.)	
)	Date: July 19, 2013
DEPARTMENT OF JUSTICE,)	
FEDERAL BUREAU OF PRISONS)	
FEDERAL CORRECTIONAL INSTITUTION)	
MIAMI, FLORIDA)	
)	
(Respondent))	

SETTLEMENT AGREEMENT

COMES NOW, in full and final settlement of the above-referenced matter, the American Federation of Government Employees, Local 3690, ("Union") on behalf of Giovanni Gras (Grievant), the United States Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution Miami, Florida ("Agency"), (collectively, the "Parties"), and as it regards FMCS Case No. 12-58777, freely and voluntarily agree to the following terms and conditions:

1. The Union and Grievant, Giovanni Gras, agree to withdraw FMCS Case No. 12-58777, with prejudice and any other complaints, appeals, grievances, unfair labor practice charges, arising from, related to, or implied by the facts therein. This agreement puts closure to the above grievance and ensures that no future



1 of 5

litigation will be filed on this particular grievance.

2. The Agency agrees to rescind Grievant's one (1) day suspension for the charge Interfering with/Impeding an Investigation, which he served on July 16, 2012. Accordingly the Agency will remove the suspension of the Grievant from his Official Personnel File ("OPF").
3. 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.
4. The Agency agrees to make the appropriate adjustments in records, pay, and benefits to reflect the reduction in the Grievant's suspension. Grievant will be paid at the grade and step which was in effect for him on July 16, 2012, the effective date of the suspension. The Agency agrees to make this payment to the Grievant within 60 days of the effective date of this Agreement.
5. The 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 he has or may have, arising from or implied in this appeal. 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. 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 Equal Employment Opportunity Commission, and proceedings before the Federal Labor Relations Authority.
7. This Agreement does not constitute an admission of fault, guilt, or wrongdoing by

2 of 5

the Agency or Union.

8. The Parties agree that the terms of this Agreement shall remain confidential except as necessary to carry out the terms of the Agreement and for enforcement purposes, including the dismissal of any actions brought that are inconsistent with the terms of this agreement.
9. The Parties agree that the terms of this Agreement constitute 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.
10. 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.
11. The Arbitrator's cancellation fee and the court reporter's cancellation fee (if applicable), will be borne by the Agency.
12. The Agency agrees to deposit \$500.00 (five hundred dollars and zero cents) 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

Wells Fargo Bank

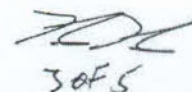
1753 Pinnacle Drive

McLean, Virginia 22102

Tax ID# 53-0025740

Caging Code: 490Z5.

13. The Parties agree that they are individually responsible for their own additional fees and/or costs associated with or incurred in the matter at issue, and the Parties waive the right to seek those fees and/or costs from the other Party.
14. The Parties acknowledge that there is adequate consideration for each and every promise contained herein.
15. If any provision of this agreement shall be held invalid or unenforceable, the

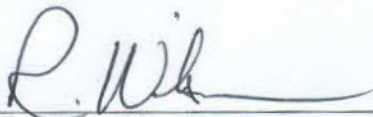


3 of 5

remainder of the agreement shall not hereby be held invalid or unenforceable.

16. Should a dispute arise regarding the implementation, interpretation, or an alleged breach of this agreement, no Party to this 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 Agreement and/or to have the other Party cure an asserted failure of performance of the terms of the Agreement.
17. The Parties agree that each has full authority to enter into this Agreement and to make promises, obligations, and consideration contained herein.
18. Further, should new disputes arise among the Parties involving issues other than the fulfillment of the terms of this Agreement, those 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.
19. The Parties declare that they have read and fully understood the terms of this Agreement and that they have voluntarily entered into and accepted this Agreement.
20. This Agreement becomes effective on the date of the last signature below.
21. This Agreement consists of 5 pages and 21 paragraphs.

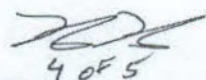
FOR THE AGENCY:



Rob Wilson, Warden
Federal Correctional Institution
Miami, Florida

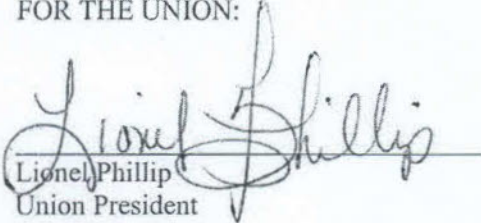
7-26-13

Date




4 OF 5

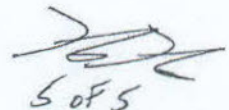
FOR THE UNION:


Lionel Phillip
Union President
AFGE Local 3690

7/24/2013
Date


Giovanni Gras
Grievant

7/24/13
Date


S.O.F.S.