

FEDERAL MEDIATION AND CONCILIATION SERVICES

IN THE MATTER OF THE	)	
ARBITRATION BETWEEN	)	FMCS Case No. 091201-51786-3
	)	
COUNCIL OF PRISON LOCAL	)	
COUNCIL 33	)	Grievant - AFGE Local #501
LOCAL 501	)	
Union	)	
and	)	
	)	
FEDERAL BUREAU OF	)	DATE: March 10, 2009
PRISONS,	)	
FEDERAL DETENTION	)	
CENTER MIAMI	)	
	)	
Agency	)	
_____	)	

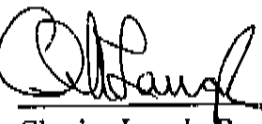
SETTLEMENT AGREEMENT

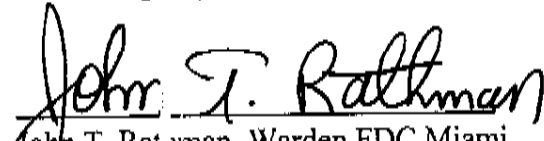
This Settlement Agreement is made by and between Federal Bureau of Prisons, FDC Miami (Agency) and the Council of Prison Locals, Council 33, Local 501 (Union). This Agreement is in consideration of the mutual promises and representations set forth herein for the purpose of settling of FMCS Case No. 091201-51786-3 filed by the Union regarding Accommodations and Temporary Alternate Duty Assignments raised in the formal grievance procedure. The parties agree to the following:

1. Union and Management agree that employees are the most valuable resource to the Agency; therefore every effort should be made to bring those employees back to work who have incurred job related injuries or illnesses which temporarily prevents them from performing their assigned duties. The Union and Management agree this may be accomplished by creating and placing those identified employees on Temporary Alternate Duty (TAD) Assignments.
2. The Union and Management agree that a Workers' Compensation committee will be formed on every instance that a bargaining unit member who has incurred job related injuries or illnesses and is required to be placed in a Temporary Alternate Duty assignment. The Committee will be made up of a minimum of Associate Warden, Safety Staff, Human Resource Management staff, Claimants Supervisor, Health Services staff, and a Union Representative (for discussion of bargaining unit employee - as defined in the Master Agreement) per the Program Statement 1601.04 Workers' Compensation Program.

3. The Union and Management agree the TAD assignments will be located on the first or second floor at FDC Miami.
4. Management and the Union agree that every effort will be made to keep the bargaining unit member placed on a TAD assignment on same shift and days off.
5. The Union will be notified expeditiously when the bargaining unit member is able to return to Full Duty.
6. The American Federation of Government Employees, Council of Prison Locals, Local 501 (The Union), hereby withdraws the grievance which is the subject of the above-referenced arbitration proceeding and any other complaints, appeals, or grievances, arising from the facts therein.
7. The Parties agree that the arbitration proceeding, currently scheduled for April 21, 2009, is cancelled, and any arbitration fees will be divided with the Union paying 50% and the Agency paying 50% of any and all fees incurred for cancellation.
8. The parties have read, clearly understand and fully agree with the terms and conditions of this agreement. The Union affirms that the agreement is completely voluntary, and waives any and all rights to contest the validity of this agreement. Both parties agree that this settlement agreement does not set precedence in any other future actions.
9. The parties understand and agree that this settlement agreement constitutes the entire agreement between the parties, and there are no other terms, expressed or implied, except those written in this Settlement Agreement.
10. The parties agree that this Settlement Agreement does not constitute an admission of fault, liability, error or wrongdoing on the part of either party. This agreement will become effective immediately after all persons listed below have signed the agreement.
11. The parties state that they have voluntarily entered into this agreement and understand the terms of said agreement. The parties agree, if any additions or subtractions are made to this agreement it must be done by mutual consent.
12. If staff are accommodated, these staff will not replace bargaining correctional services staff who are assigned to the quarterly correctional services roster.

Signed and agreed:

For the Union:  
  
 Charles Laugh, President 501  
 Date: 3-10-09

For the Agency:  
  
 John T. Rathman, Warden FDC Miami  
 Date: 3/10/09