

FEDERAL MEDIATION AND CONCILIATION SERVICE

AMERICAN FEDERATION OF)	ARBITRATION
GOVERNMENT EMPLOYEES,)	
COUNCIL OF PRISONS LOCALS)	
LOCAL 501)	FMCS 060201-53261-3
)	
AND)	
)	
FEDERAL BUREAU OF PRISONS,)	ROBERT HOFFMAN
FEDERAL DETENTION CENTER,)	ARBITRATOR
MIAMI, FLORIDA)	

SETTLEMENT AGREEMENT

In full and final settlement of the above-referenced grievance, the Department of Justice, Federal Bureau of Prisons, Federal Detention Center (FDC) Miami, Florida, (Agency), The American Federation of Government Employees (AFGE), Council of Prison Locals, Local 501 (Union), (the Parties), freely and voluntarily agree to the following terms and conditions:

- 1) Union Local 501 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.
- 2) Union Local 501 agrees that no administrative, legal, or other type of complaint, grievance or appeal based upon the factual allegation contained in the grievance dated December 8, 2005, will be filed. This agreement puts closure to the above grievance and ensures that no future litigation will be filed on this particular matter.
- 3) The agency agrees to restore 20 hours of sick leave to Mr. Arturo Reynaldo. During this period, Mr. Reynaldo worked a 4-day/10-hour compressed work schedule. Therefore, his time and attendance record will be corrected to reflect a credit of ten (10) hours of sick leave for Tuesday, November 8, 2005 and ten (10) hours of sick leave for Wednesday, November 9, 2005.
- 4) The Parties agree that this settlement agreement does not constitute an admission of fault, guilt or wrong doing by any party.

- 5) The Parties agree that any arbitration proceeding, scheduled for the grievance referenced in this agreement is cancelled.
- 6) This agreement constitutes the entire agreement between the parties and there are no other terms, expressed or implied, except those written in this agreement.
- 7) All requested remedies have been satisfied and/or waived in their entirety by the signing of this agreement.
- 8) The Parties declare that the terms of this agreement are fully understood and that they have voluntarily entered into and accepted this agreement.
- 9) The Parties agree to jointly inform the Federal Mediation and Conciliation Service and the assigned arbitrator that the current case has been resolved.
- 10) This agreement shall have no precedential effect, and is entered into solely to resolve the unique nature of the at issue matters.

For the Agency:

Loren A. Gray
 Loren A. Gray
 Warden, FDC Miami

11/25/07
 Date

For the Union:

E. Young
 E. Young
 President, Local 501

2-1-07
 Date

Arturo Reynaldo
 Arturo Reynaldo
 Physician Assistant

2-1-07
 Date