

FEDERAL MEDIATION AND CONCILIATION SERVICE

AMERICAN FEDERATION OF)	ARBITRATION
GOVERNMENT EMPLOYEES,)	
COUNCIL OF PRISONS LOCALS)	
LOCAL 501)	FMCS 060209-53532-3
)	
AND)	
)	JEROME H. WOLFSON
FEDERAL BUREAU OF PRISONS,)	ARBITRATOR
FEDERAL DETENTION CENTER,)	
MIAMI, FLORIDA)	

SETTLEMENT AGREEMENT

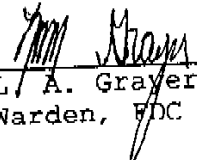
In full and final settlement of the above-referenced grievance, the Department of Justice, Federal Bureau of Prisons, Federal Detention Center (FDC)Miami, Florida, (Agency), The American Federation of Government Employees (AFGE), Council of Prison Locals, Local 501 (Union), (the Parties), freely and 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 12, 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) In accordance with the Master Agreement, Article 18, Section m, bargaining unit employees may request to exchange work assignments, days off, and/or shift hours with one another. As delineated in this Article, supervisory decisions on such requests will take into account such factors as security and staffing requirements and will ensure that no overtime cost(s) will be incurred.

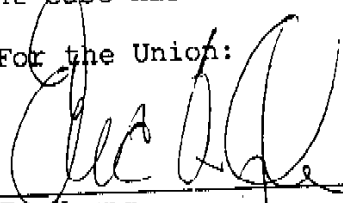
The bargaining unit employees will complete and submit a shift/assignment/days off form to the appropriate supervisor and obtain approval prior to any shift/days off or assignment changes.

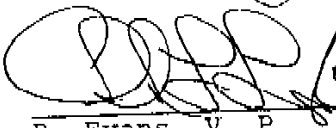
- 4) Union Local 501 agrees that they have the authority to sign this agreement on behalf of all bargaining unit members at FDC Miami.
- 5) The Parties agree that this settlement agreement is being entered into due to the unique circumstances of the complaint and is not to be precedent for any other case.
- 6) All Parties agree that this settlement agreement does not constitute an admission of fault, guilt or wrongdoing by any party.
- 7) The Parties agree that any arbitration proceeding, scheduled for the grievance referenced in this agreement, is cancelled.
- 8) This agreement constitutes the entire agreement between the parties and there are no other terms, expressed or implied, except those written in this agreement.
- 9) All requested remedies have been satisfied and/or waived in their entirety by the signing of this agreement.
- 10) The Parties declare that the terms of this agreement are fully understood and that they have voluntarily entered into and accepted this agreement.
- 11) The Parties agree to jointly inform the Federal Mediation and Conciliation Service and the assigned arbitrator that the current case has been resolved.

For the Agency:


 _____ Date
 L. A. Grayer
 Warden, FDC Miami

For the Union:


 _____ Date 7-26-06
 E. Young
 President, Local 501


 _____ Date 7-26-06
 R. Evans, V. P.
 Communications