

FEDERAL MEDIATION AND CONCILIATION SERVICE

AMERICAN FEDERATION OF)
GOVERNMENT EMPLOYEES,)
COUNCIL OF PRISON LOCALS #33,)
LOCAL 3809)
(Union))
)
and) FMCS No.: 230130-03019
)
UNITED STATES DEPARTMENT OF JUSTICE,)
FEDERAL BUREAU OF PRISONS,)
FEDERAL CORRECTIONAL INSTITUTION,)
BIG SPRING, TEXAS)
(Agency))
)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution (“FCI”), Big Spring, Texas (“Agency”) and the American Federation of Government Employees, Council of Prison Locals #33, Local 3908 (“Union”) in resolution of the grievance (FMCS No. 230130-03019), filed on December 14, 2022, alleging management failed to properly utilize the Roster Program October 2, 2022, to November 21, 2022. As the result, management improperly hired overtime assignments within the Correctional Services Department. In full and complete settlement of the above-referenced matter, the parties by and through their undersigned representative, freely and voluntarily agree to the terms outlined in this Agreement.

1. Without constituting an admission of liability or any wrongdoing upon the part of either the Agency or the Union, the Agency agrees to pay a grand total of 220 hours of overtime pay to [REDACTED] (110 hours) and [REDACTED] (110 hours). The Agency at FCI Big Spring will process all steps for payment within forty-five (45) days

and submit necessary payment information to the National Finance Center (NFC). The parties acknowledged that the Agency is not liable for any delays in payment from the NFC. This payment is in full settlement to resolve all claims in the above cited matter which pertained to back pay which may have been claimed by the Union and Grievant.

2. The Agency agrees to pay Minahan Muther Klinger, PC Law Firm the sum of Five Thousand Dollars (\$5,000.00) in attorney fees and costs associated with or incurred in the above cited matter. Minahan Muther Klinger, PC Law Firm will provide all information necessary to process this payment. Payment will be made via electronic funds transfer within forty-five (45) days of the signing this Agreement by both Parties. The processing business office will provide Minahan Muther Klinger, PC Law Firm a copy of the Voucher Validation Report by electronic mail to tom@cofedlaw.com when payment has been processed.
3. The Union agrees that this payment will resolve all attorney fees and expenses, and no other fees and/or expenses will be sought for the above-captioned case. Nothing in this agreement shall require any additional payment, including but not limited to payment of any additional interest, liquidated damages, costs, fees, or attorney fees.
4. The Union and Grievant covered by this settlement warrant and represent that no other action or suit with respect to the claims that are set forth in the grievance covered by this settlement will be filed in or submitted to any court or any administrative forum for the time period outlined in this Agreement. By agreeing to accept payment under this settlement, the Union and Grievant agree to waive any right or entitlement to pursue or collect payment for any back pay asserted in the grievance covered by this settlement for October 2, 2022, to November 21, 2022. The Union and Grievant agree they will not litigate or re-litigate in any forum, judicial or administrative, any issues arising from the actions involved in this matter. This would include waiving any appeal rights to the Merit Systems Protection Board, Equal Employment Opportunity Commission, Federal Labor Relations Authority, or any other grievance/arbitration claim.
5. The Union, Grievant, and their beneficiaries warrant and represent that they are the sole


owners of the claims set forth by the grievance described above and that they have made no assignment or transfer of all or any part of their rights in those claims. The Union, Grievant, and their beneficiaries agree that, should there be any violation of these warranties and representations, all monies paid herein will be promptly refunded to the Agency. The withdrawal of the grievance will be effective upon the signing of this Settlement Agreement by the Union and the Agency.

6. All parties understand and agree that this settlement releases and forever irrevocably discharges the United States government, the Bureau of Prisons, the Agency and their officers, agents, and employees, and each of them, separately and collectively, from all claims cited in the grievance which pertain to any back pay asserted in the grievance covered by this settlement for October 2, 2022, to November 21, 2022.
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. 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 have the other party cure an asserted failure of performance of the terms of the agreement.
9. This Agreement constitutes the complete terms of the settlement and supersedes any and all prior oral and written representations, understanding, or agreements between the parties to this settlement. There are no other terms, expressed or implied, except those written in this settlement.
10. The parties declare that they have full authority to enter into this Agreement, have fully

understood the terms, and have voluntarily entered and accepted the settlement. The Union's representative whose signature appears below represents that he/she is authorized to enter into this settlement on behalf of the Union and all FCI Big Spring bargaining unit employees represented by Local 3809 and has full authority to enter into the settlement with the promises, obligations, and considerations contained herein. The Agency's representative whose signature appears below represents that he/she is authorized to enter into this settlement on behalf of the Agency and has full authority to enter into the settlement with the promises, obligations, and considerations contained herein.

11. This Agreement, in its entirety, consists of four (4) pages and eleven (11) numbered paragraphs.

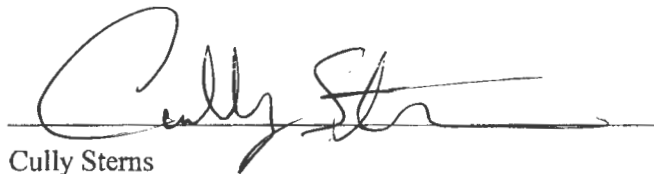
For the Union:

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Paula Chavez
President, Local 3809

5/24/22
Date

For the Agency:

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Cully Stems
Warden, FCI Big Spring

5-24-22
Date