

BKR 3-29-17  
W 3-29-17

IN THE MATTER OF FACILITIES UNTIMELY PAYMENT GRIEVANCE

AFGE Local #1034	)	
Pollock, LA	)	
	)	
Union	)	Date: March 28, 2017
	)	
and	)	FMCS # 16-57935
	)	
DEPARTMENT OF JUSTICE	)	Arbitrator: Robert Monnaville
FEDERAL BUREAU OF PRISONS	)	
FCC POLLOCK, LA	)	
	)	
Agency	)	
	)	

SETTLEMENT AGREEMENT

In full settlement of the grievances filed on February 10, 2016 concerning untimely payment of overtime, night differential, and holiday differential:

The parties freely and voluntarily agree as follows:

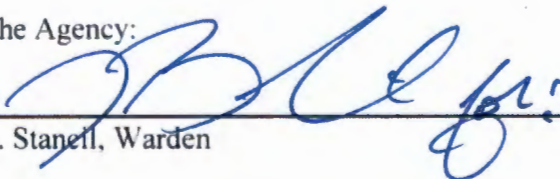
1. The Agency agrees to pay a total of \$179,441.78 in damages to Facilities Department staff, to be dispersed as indicated in Attachments 1-3 of this agreement.
2. The Agency agrees that personnel staff at FCC Pollock will transmit orders to Grand Prairie to provide payment described in paragraph 1 within 30 days of the signing of this agreement.
3. The Agency further agrees to pay \$15,000 in attorney fees to Whitehead Law Firm within 30 days of the signing of this agreement. This settlement agreement resolves all claims for attorney fees and expenses.
4. The Agency will bear all cancelation fees and expenses due the arbitrator in this matter.
5. The Agency provides the above listed items in order to settle the grievance and it does not constitute any admission of fault, liability, wrongdoing, or violation of law, rule, or regulation by the Agency.
6. The Union agrees to settle the underlying grievance to this matter. The Union further agrees not to litigate or re-litigate, in any forum, any and all appeals, grievances or other legal remedies whatsoever, regarding any matter associated with this issue, whether

before or pursuant to EEOC, MSPB, FLRA, Arbitration, Master Agreement, civil court or other legal forum.

7. 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.
8. This agreement is being entered into due to the unique circumstances of this matter and 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 proceeding, other than to enforce the terms of this agreement.
9. 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 to have the other party cure an asserted failure of performance of the terms of the agreement.
10. The parties agree the arbitrator will retain jurisdiction for the mere purpose of ensuring compliance with the settlement agreement. Should an in-person hearing before the arbitrator at FCC Pollock be required to enforce the terms of this agreement, the Whitehead Law Firm reserves the right to request additional attorney fees.
11. There are no other terms to this agreement other than those expressly written here. The Agreement binds AFGE Union Local 1034, and the Federal Bureau of Prisons, their heirs, assigns, agents, and successors. This Agreement may not be modified except by a writing signed by each party or that party's agent.

The Parties declare the terms of this agreement have been completely read, are fully understood and voluntarily accepted. This agreement will become effective on the date of the last signature below.

For the Agency:

  
\_\_\_\_\_  
M.A. Stanell, Warden

Date: 3-30-17

For the Union:

  
\_\_\_\_\_  
Brian Richmond, President

Date: 3-29-17

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<b>ATTACHMENT 1 OVERTIME</b>	
AIME, ASHLEY NMN	1,301.30
BARNHART, MICHAEL G	4,778.33
BASCO, ERIC K	2,284.57
BLANEY, BRANDON LEE	19,101.03
BONNETTE, GARY N	454.37
BONNETTE, JOSHUA M	1,180.27
BORDELON, BRYANT A	2,184.60
BRELAND, BRAD A	1,057.32
BRUNA, CHRISTOPHER J	11,455.42
BYRD, LUCAS JOHN	2,028.26
CLINTON, JAMES E	2,205.30
COOK, CHRISTOPHER RYAN	4,627.49
COX, DERRICK K	2,418.15
CRAIG, COREY P	956.89
CRAIG, DOUGLAS S	6,085.95
CREWS, HARLAN JAMES	3,911.66
GANEY, GARY W	24,937.28
GASTON VI, RAFAEL C	1,328.25
HALL JR, DONALD	1,380.85
HARDESTY, BRYAN	731.17
HAWKINS, NASHAUN	237.46
HIGGINBOTHAM, CARL M	425.19
KOEPEL, ANTHONY S	10,258.30
LACOMBE, PATRICK L	701.55
MANN, STEVEN CRAIG	1,365.70
NETHERLIN, JUSTIN J	484.92
POIRIER, LANCE P	1,598.88
ROBERTSON, PAUL D	7,552.74
SELLERS, CURTIS R	6,877.77
SMITH, KYLE P	25,182.15
SOCIA, CHARLES B	771.27
VOORHIES, JEFFREY M	780.26
WESTER, RON E	2,936.27
WILLIAMS, DENNIS C	1,162.74
YOUNG, CHAD ANTHONY	1,307.20
<b>TOTAL</b>	<b>156,050.86</b>

<b>ATTACHMENT 3 HOLIDAY DIFFERENTIAL</b>	
BLANEY, BRANDON LEE	217.56
CRAIG, DOUGLAS S	551.44
KOEPEL, ANTHONY S	221.40
YOUNG, CHAD ANTHONY	63.38
<b>TOTAL</b>	<b>1,053.78</b>

**ATTACHMENT 1-3 TOTAL: 179,441.78**

<b>ATTACHMENT 2 NIGHT DIFFERENTIAL</b>	
BASCO, ERIC K	865.40
BLANEY, BRANDON LEE	6,437.30
BRUNA, CHRISTOPHER J	4,849.32

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CLINTON, JAMES E	1,223.72
CRAIG, DOUGLAS S	6,828.72
KOEPEL, ANTHONY S	2,132.68
<b>TOTAL</b>	<b>22,337.14</b>