

IN THE MATTER OF KENDALL GRIEVANCE DATED MARCH 27, 2011

\_\_\_\_\_)  
AFGE LOCAL #1034 )  
Pollock, LA )  
    Union, )  
          ) )  
    And )  
          ) )  
DEPARTMENT OF JUSTICE )     DATE: June 18, 2012  
FEDERAL BUREAU OF PRISONS) )  
FEDERAL PENITENTIARY ) )  
Pollock, LA ) )  
    Agency ) )  
\_\_\_\_\_) )

## Settlement Agreement

In full settlement of the grievance filed on March 27, 2011, concerning staff member Kendall Francois receiving a one (1) day suspension for Failure to Follow Instructions on September 25, 2009. The grievant parties contend this suspension was excessive, untimely, and failed to meet the guidelines set by the Director of the Bureau of Prisons in a response to an OIG report dated September 14, 2004. The parties freely and voluntarily agree as follows:

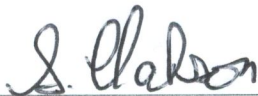
1. The parties agree that the one (1) day suspension will be removed. The staff member will receive full pay for the one (1) day suspension in accordance with the Back Pay Act of 1966.
2. The parties agree that all records of this disciplinary action will be removed from the staff members personnel file. No records of this discipline will be retained by the Agency in any manner.
3. The Union agrees to withdraw the March 27, 2011 grievance and 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.
4. 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.

5. The parties understand and agree 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.
6. 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 this agreement.
7. The parties state they have voluntarily entered into this agreement and understand the terms of said agreement.

Signed and agreed:

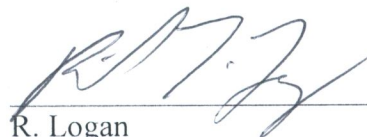
For the Agency



Date: 6-18-12

S. Clarkson  
Human Resource Manager

For the Union



Date: 6-18-12

R. Logan  
Executive Vice-President  
AFGE Local 1034