

IN THE MATTER OF DEREK GARNETT GRIEVANCE DATED MAY 4, 2010

|                           |   |                       |
|---------------------------|---|-----------------------|
| _____                     | ) |                       |
| AFGE LOCAL #1034          | ) |                       |
| Pollock, LA               | ) |                       |
| Union,                    | ) |                       |
|                           | ) |                       |
| And                       | ) |                       |
|                           | ) |                       |
| DEPARTMENT OF JUSTICE,    | ) | DATE: August 23, 2011 |
| FEDERAL BUREAU OF PRISONS | ) |                       |
| FEDERAL PENITENTIARY      | ) |                       |
| Pollock, LA               | ) |                       |
| Agency                    | ) |                       |
| _____                     | ) |                       |

SETTLEMENT AGREEMENT

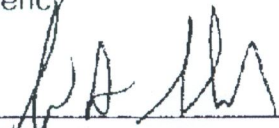
In full settlement of the grievance filed on May 4, 2010, concerning staff member Derek Garnett receiving a one (1) day suspension for being absent without leave and failure to follow leave procedures on October 13, 2008. The grievant parties contend this suspension was excessive, untimely, and failed 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 reduced to a letter of reprimand. The letter of reprimand will remain in the staff member's file for two (2) years from the date of the original suspension. The staff member will receive full pay for the one (1) day suspension.
2. The Union agrees to withdraw the May 4, 2010, 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.
3. 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.
4. 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.

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

Signed and agreed:

For the Agency

  
\_\_\_\_\_  
W. A. Sherrod  
Complex Warden

Date: 8-29-11

DRD 8-29-11 Cleared

For the Union:

  
\_\_\_\_\_  
Date: 8-25-11  
B. Richmond, President  
AFGE Local 1034