

IN THE MATTER OF JASON MIZELL GRIEVANCE DATED NOVEMBER 21, 2013

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

DATE: NOVEMBER 26, 2013

SETTLEMENT AGREEMENT

In full settlement of the grievance filed on November 21, 2013, concerning staff member Jason Mizell being by-passed for outside hospital overtime that was to be worked on October 20, 2013. The reason provided for Mr. Mizell being by-passed was not being properly fit tested on the N95 respirator. The grievant parties contend this by-pass should not have occurred as the grievant is a member of the Special Operations Response Team (SORT) and was in fact properly fit tested on all three breathing apparatuses utilized at FCC Pollock on February 20, 2013. The parties freely and voluntarily agree as follows:

1. The parties agree that Mr. Mizell will be paid premium overtime pay in the amount of \$37.05 per hour for the eight (8) hour shift he was improperly by-passed for on October 20, 2013. This represents 1½ times his basic rate of pay as a Senior Officer Specialist, GL-0007-08/5.
2. The Union agrees to withdraw the November 21, 2013, 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

  
\_\_\_\_\_  
G. Beasley  
Associate Warden/LMR Chair

Date: 12-17-13

For the Union:

  
\_\_\_\_\_  
B. Richmond, President  
AFGE Local 1034

Date: 12-20-13