

**UNITED STATES OF AMERICA
FEDERAL MEDIATION AND CONCILIATION SERVICE
IN THE MATTER OF THE ARBITRATION BETWEEN**

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL NO. 506**

Charging Party,

v.

**FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL
COMPLEX, COLEMAN, FLORIDA**

Respondent.

**FMCS No. 12-57260
(Arbitrator Robert Grant)**

Date: February 20, 2014

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Coleman, Florida (Agency), the American Federation of Government Employees, Local 506 (Union) and Nikki Pinkard (Grievant) in resolution of FMCS Case Number 12-57260. The parties, through their representatives, freely and voluntarily agree to the following terms and conditions in full and complete settlement of the above-referenced matter:

1. The Agency agrees to remove the one (1) day suspension arising from the decision letter in the above-referenced matter from the personnel file of the Grievant. In lieu of the one (1) day suspension, the Grievant will receive a Letter of Reprimand based upon the misconduct charged in the proposal and decision letters.
2. The Agency will amend the relevant official documents, i.e. SF-50, SF-52, time and attendance records, and provide the Grievant with the appropriate amount of compensation to reflect the removal of the one (1) day suspension.
3. The Grievant and Union agree to withdraw the grievance which is the subject of the above-referenced matter with prejudice, effective upon the signing of this Settlement Agreement by the Agency and the Union.
4. The parties agree that the hearing scheduled for February 27, 2014, will be cancelled.
5. The Grievant and Union agree no administrative, legal, or other type of complaint, grievance, or appeal based upon or related to any allegations contained or implied by this matter will be filed. This agreement brings closure to the above grievance and ensures that no future litigation will be filed regarding this particular grievance.
6. The parties acknowledge and agree that the terms of this Settlement Agreement have been completely read, are fully understood, have been freely reached, and are voluntarily accepted.

7. The parties acknowledge and agree that there is adequate consideration for each promise contained herein.
8. The parties acknowledge and agree that this Settlement Agreement is being entered into due to the unique circumstances of the complaint and is not to be precedent for any other case.
9. The parties agree that the terms of this Settlement Agreement will be kept confidential with the following limited exceptions: it may be disseminated to other relevant federal personnel for administrative processing and it may be used as evidence in a subsequent proceeding if either party alleges a breach of this agreement.
10. No party to this agreement will seek enforcement until that party first makes a good faith effort through the other party or their representative, to resolve a difference of interpretation of the terms of the settlement and/or have the other party cure an asserted failure of performance of the terms of the agreement.
11. The parties agree that they are responsible for their fees and costs associated with or incurred in, the above-referenced matter, and parties waive the right to seek those fees and/or costs from the other party.
12. The Settlement Agreement constitutes the entire agreement between the parties and there are no other terms, expressed or implied, except for those written in this agreement.
13. In the event that one or more provisions of this Settlement Agreement is/are declared void, the balance of the Settlement Agreement remains in force.
14. The parties agree they have full authority to enter this agreement and to make the promises, obligations, and considerations contained herein.

FOR THE AGENCY:

Florentino Morlote
Warden

Date : _____

FOR THE APPELLANT:

Nikki Pinkard
Grievant

Date: _____

Kenneth Pike
Grievant's Representative

Date: _____