

IN THE MATTER OF THE ARBITRATION )  
BETWEEN )  
AFGE LOCAL #171 )  
EL RENO, OKLAHOMA, )  
Union, )  
And )  
DEPARTMENT OF JUSTICE, )  
FEDERAL BUREAU OF PRISONS )  
FEDERAL CORRECTIONAL INSTITUTION )  
EL RENO, OKLAHOMA, )  
Agency. )

FMCS # 03-00591

DATE: June 10, 2003

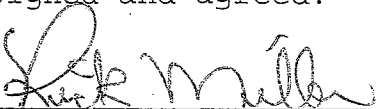
SETTLEMENT AGREEMENT

The parties identified above hereby agree to settle Arbitration Number 03-00591, regarding use of weapons during mock training exercises. The terms of the settlement are as follows:

1. The Agency agrees that role players will be used in armed posts during institution mock training exercises when these posts are included in such exercises. The Union will be notified and consulted prior to the commencement of the exercises.
2. The Agency agrees that weapon replicas will be used during institution mock training exercises. Should the Agency need to use less than lethal weapons in such exercises, (i.e., 37mm gas gun) the Union will be notified and consulted prior to commencement of the exercises.
3. The Union agrees to withdraw the above-cited grievance and cancel the arbitration proceedings set for June 25 and 26, 2003.
4. The Union and the Agency agree to equally split cancellation or any fees due the arbitrator.
5. The Union agrees to withdraw the recently filed Office of Special Counsel (OSC) complaint which was received by the OSC Washington D.C. office on May 28, 2003. The Union agrees to provide the institution Human Resource Manager, no later than June 25, 2003, a copy of the letter sent to OSC notifying them of the Union's withdrawal of the complaint.

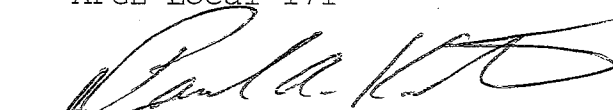
6. Both parties agree that the Union's act of providing this notification letter to the Human Resource Manager will be sufficient evidence that the Union is in compliance with #5 above.
7. The Union acknowledges it has the authorization to settle this case on behalf of the grievant.
8. The parties have 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 future actions of the parties.
9. The parties understand and agree that this Settlement Agreement constitutes the entire agreement between the parties, and there are no other terms, expressed or implied except those written in this Agreement.
10. 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 is effective immediately upon signature of all persons listed below.
11. The parties agree not to further pursue any issues cited in this case/grievance in any administrative and/or judicial forum, provided the parties comply with the terms of this Settlement Agreement.

Signed and agreed:



Rick Miller, Chief Steward  
AFGE Local 171

Date: 6-10-03

  
T. C. Peterson  
Warden

Date: 6/10/03