

SETTLEMENT AGREEMENT
between
FEDERAL CORRECTIONAL INSTITUTION
EL RENO, OKLAHOMA
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 171

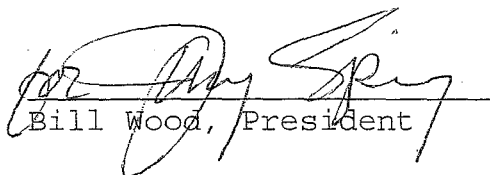
In order to fully and amiably settle Federal Mediation and Conciliation Service Case Number 040825-07813-7 regarding the denial of official time, the parties freely and voluntarily agree as follows:

1. The parties acknowledge that under Article 11, section c (12) the use of official time for providing assistance to bargaining unit staff dealing with workers' compensation may be authorized.
2. Management and the Union agree to follow the Master Agreement, Article 7, Section e., when requesting and granting official time. A memorandum will be prepared by all Union officials to request official time in regards to Workers' Compensation issues. This memorandum will indicate the date of the request, the approximate time needed, the date(s) for which the official time is being requested, the location where the union official can be contacted when away from his/her work area, and a general description of the nature of the function to be performed.
3. In requests for official time to assist staff with workers' compensation issues, the Union representative will not need to list specific names or cases, but will give the nature of the assistance and the location where the assistance will be provided to determine if travel time is appropriate. They will list the items as follows and give the approximate time needed for each:
 - a. assist an employee with a workers' compensation claim
 - b. attending DOL hearing
 - c. assisting employee with appeal
 - d. making telephone calls to DOL
 - e. making telephone calls to employee's doctor
 - f. meeting with Safety Manager

Note: The above list is not all inclusive of items that may be covered by workers' compensation.

5. The Union agrees to withdraw this grievance and the request for arbitration. The parties will jointly notify the selected arbitrator and split any costs due her equally.
6. The Union agrees not to litigate or relitigate the issues in this appeal in any forum, including arbitration, Merit Systems Protection Board, and EEOC.
7. Both parties agree that this agreement will be used as the Union's notification of withdrawal of the grievance.
8. The parties have read, clearly understand, and fully agree with the terms and conditions of this agreement. The parties affirm their agreement is completely voluntary, and the parties waive any and all rights to contest the validity of this agreement.
9. This agreement constitutes the entire agreement between the parties, and there are no other terms, expressed or implied, except those written in this agreement. The parties agree that this agreement does not constitute an admission of fault, liability, error, or wrongdoing on the part of either party. The parties further agree that this agreement are not precedent setting in anyway and only apply to FCI El Reno.

FOR THE UNION


Bill Wood, President

1-24-2005
DATE

FOR THE AGENCY


T.C. Peterson, Warden

1/24/05
DATE