

FEDERAL MEDIATION AND CONCILIATION SERVICE
IN THE MATTER OF
ARBITRATION BETWEEN

COUNCIL OF PRISON LOCALS,)	
Union)	
)	FEDERAL MEDIATION AND
and)	CONCILIATION SERVICE
)	CASE NO. 08-03228
DEPARTMENT OF JUSTICE)	
FEDERAL BUREAU OF PRISONS)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made by and between the Bureau of Prisons, (Agency or Employer) and the Council of Prison Locals (Local). In full and complete settlement of the above referenced arbitration, the parties by and through its undersigned representatives, hereby freely and voluntarily agree to the terms outlined in this agreement. This Agreement is in consideration of the mutual promises and representations contained herein in regard to the grievance filed by the Council of Prison Locals on February 11, 2008 regarding claims of bargaining concerns made on behalf of the Council of Prison Locals and unit employees and shall cover all issues raised in the grievance.

1. Coverage

Grievants are present and former bargaining unit employees of the Bureau of Prisons. The union and the grievants covered by this settlement warrant and represent that no other action or suit

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with respect to the claims that are set forth in the attached grievance, will be filed in or submitted to any court or any administrative forum including but not limited to, the General Accounting Office or the Office of Personnel Management. By agreeing to accept this settlement, the union and the grievants agree to waive any right or entitlement to pursue any claims covered by this grievance up until the date of this settlement agreement.

2. In consideration for the union's withdrawal of the grievance, the agency agrees that all initially designated inmates in addition to all inmates one to four years from release will be entered into the Inmate Skills Development System (ISDS) pending integration with Sentry. The parties agree that fifty percent of the team docket falling in the one to four years will be placed in ISDS at all medium and high facilities and 25 percent of the team docket at all minimum and low facilities. All assessments must be completely keyed into the system. The parties agree that those inmates currently loaded in ISDS will continue to be assessed and maintained. Once Sentry is integrated all inmates will be input into ISDS.

3. The parties agree that any appropriate local bargaining will occur regarding these new parameters. It is understood that ISDS input will continue during these negotiations.

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4. The union will be entitled to two members on an ISDS workgroup which will begin meeting within 180 days. This workgroup will discuss issues with and strategies for ISDS, to include long term plans for the system. If and at such time as a JPW is formed, the union will be entitled to the number of union representatives consistent with the practice of Joint Policy Workgroups.

5. All bargaining unit staff who have received a negative log entry as of the date of this agreement, related to failing to meet the percentage requirements of ISDS, after making a good faith effort to meet the requirements, will be removed. The union must provide the agency with the documentation to support these log entries.

6. Management will not pressure staff regarding ISDS (other than to meet the provisions of this agreement) until the system is fully integrated.

7. Litigation Expenses.

Any cost incurred as a result of this grievance will be paid in accordance with Article 32, of the parties Collective Agreement.

8. Cancellation of Arbitration.

The union agrees that by signing this settlement agreement, the grievance filed on February 11, 2008, is withdrawn and the

arbitration has been cancelled. The union further agrees that the issues raised in the grievance are considered resolved between the parties, without a further opportunity to litigate the grievance filed on February 11, 2008.

9. Release From Claims Related to Settlement.

The Council of Prison Local (Local) hereby remises, releases and forever irrevocably discharges the United States government, the Bureau of Prisons, their officers, agents and employees, and each of them, separately and collectively, from claims raised in the grievance filed on February 11, 2008.

10. Waiver.

In consideration for the promises provided herein, the Local will not sponsor any pending arbitrations of individual grievances challenging the bargaining over the Inmate Skills Development System or any of the allegations outlined in the February 11, 2008 grievance. With the exception of paragraph 2, of this agreement the reference to "Local" in this agreement includes Locals at the institution level.

11. Authority of the Parties.

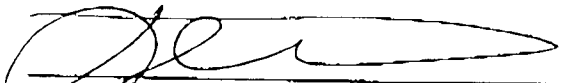
This Agreement is made solely for the purpose of settling this case and permitting entry of final resolution of the grievances filed on February 11, 2008. The parties agree that this Agreement shall not be cited as precedent, and may not be

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cited, published, or referenced by either party as justification for their respective positions or referred to any other proceeding, whether judicial or administrative, for any purpose other than to enforce the terms of this Agreement. The parties recognized that it is in their respective interests to resolve this dispute through this settlement.

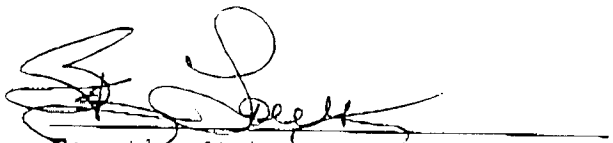
This document constitutes the complete terms of the settlement and supercedes any and all prior oral or written representations, understanding, or agreements between the parties to this agreement.

The parties agree that they have full authority to enter into this agreement and to make the promises, obligations and considerations contained herein.



For the Agency

Date: 4/29/09



For the Union

Date: 4-29-09