

not have control over the processing time of DFAS's payments. DFAS may request information from the Union and/or the Agency in order to process the payments. The Union understands and agrees that the Agency has no control over when DFAS will authorize payment to Covered Employees. The Union further understands and agrees that DFAS will withhold taxes from the payments it processes for Covered Employees but that any tax liability arising from such payments is the sole responsibility of the Covered Employees. The Agency makes no representation as to the taxability of this payment or as to the tax treatment this payment will receive from the Internal Revenue Service.

3. Attorneys' Fees & Costs

The parties agree to pay their own Attorney fees and costs.

4. Withdrawal of National Grievance

By execution of this Agreement, the Union hereby voluntarily withdraws the National Grievance (FMCS Case No. 090310-54645-A) and waives any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

5. Release from Claims Related to Settlement

The Union and the Agency understand and agree that in consideration for the services provided and payments made by the Agency, and the Agency's compliance with the terms of this Agreement, or on behalf of the Agency, the Union, for itself, its successors, assigns, current and former membership, and former interested bargaining unit employees hereby dismisses releases and forever irrevocably discharges the United States Government, the Department of Veterans Affairs, the Agency and its officers, agents and employees, and each of them, separately and collectively, from any claims for compensation on behalf of all Covered Employees covered by this National Grievance.

6. Arbitrators Costs.

The parties agree to pay their own costs.

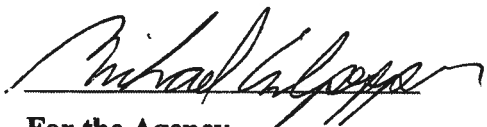
7. Authority of Parties.

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

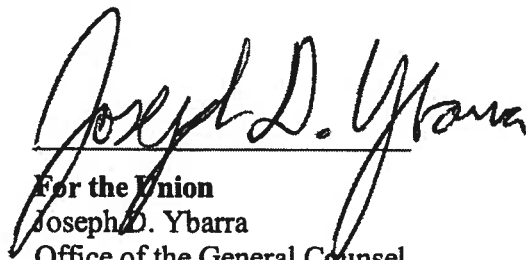
8. Stipulations

The parties further stipulate and agree that:

- A. The parties have entered into this Agreement freely and voluntarily.
- B. This Agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
- C. The obligations of the parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- D. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.
- E. This Agreement constitutes the entire understanding between the parties regarding the resolution and settlement of this National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of this National Grievance.
- F. The Agency or the Union may submit this Agreement as evidence of withdrawal of the National Grievance or as evidence of AFGE's waiver of any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in this National Grievance.
- G. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Agreement.
- H. This Agreement may not be modified except by a written agreement signed by the undersigned herein.



For the Agency
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For the Union
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Date: 6/11/13

Date: June 10, 2013

