

**SETTLEMENT AGREEMENT**  
**National Grievance – June 15, 2012**  
**Police Officer Uniform Allowance**

The National Veterans Affairs Council – American Federation of Government Employees (“AFGE” or the “Union”) and the Department of Veterans Affairs (“Agency”) hereby agrees to settle all disputes arising out of the AFGE’s National Grievance June 15, 2012, Police Officer Uniform Allowance, in accordance with the following terms and conditions:

**I. Withdrawal of Grievance:**

By execution of this settlement agreement (hereafter “Agreement” or “Settlement Agreement”), AFGE voluntarily withdraws the National Grievance and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Settlement Agreement. AFGE agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

**II. Terms of the Settlement:**

By execution of this Agreement, AFGE and the Agency (collectively the “parties”) have agreed to the following:

1. The Agency will provide a bi-weekly clothing allowance of \$30.77 (or \$800 per fiscal year) to employees of the following occupational series:
  - a. GS-0080, Security Officer
  - b. GS-083, Police Officer
  - c. GS-1811, Criminal Investigator
2. The Agency will make retroactive payment to employees in the above listed occupational series, retroactive to May 5, 2010, as well as initial lump-sum payment to eligible new officers.

**III. Stipulations:**

1. The parties have entered into this Settlement Agreement freely and voluntarily.
2. This Settlement Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
3. The obligations of the parties specified above constitute consideration sufficient to render this Settlement Agreement enforceable by either party.
4. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
5. This Settlement Agreement constitutes the entire understanding between the parties regarding the resolution and settlement of the National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.

6. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.
7. This Settlement Agreement may not be modified, except by a written agreement signed by the undersigned herein:

UNA Westmore

For AFGE

[Signature]

For the Agency

DATE: 3-19-14

DATE: 3/19/2014