

## SETTLEMENT AGREEMENT

The American Federation of Government Employees, National VA Council #53 ("Union" or "NVAC") and the Department of Veterans ("Agency") (collectively "the Parties") hereby agree to settle all disputes arising out of the NVAC's National Grievance dated January 28, 2015 ("the National Grievance") alleging a violation of Article 51, section 1, of the 2011 Master Agreement between AFGE and the Agency ("MA") in accordance with the following terms and conditions:

### 1. WITHDRAWAL OF GRIEVANCE AND WAIVER OF CLAIMS

The NVAC agrees to voluntarily withdraw the National Grievance and waive 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 Agreement, within ten calendar days from the date that this Agreement is signed by both parties.

### 2. TERMS OF AGREEMENT

- a. The Union agrees to withdraw the National Grievance within ten (10) calendar days from the date that this Agreement is signed by both parties.
- b. David Bump agrees to complete, sign, and submit for his supervisor's approval, a Telework Request/Agreement VA Form 0740 within ten (10) calendar days from the date that this Agreement is signed by both parties.
- c. The Agency agrees to approve David Bump's Telework Request/Agreement VA Form 0740 within ten (10) calendar days from the date that Dave Bump submits it for his supervisor's approval.
- d. Pursuant to Article 51, section 4, of the MA, the Agency will provide David Bump with access to the VBA network, including but not limited to, access to David Bump's VA Outlook electronic mail account for the period during which David Bump is on NVAC official time. It is understood that it is the responsibility of David Bump to provide internet service and electricity in order to access such electronic mail account. The Agency agrees to provide David Bump with access to the VBA network that is comparable with the access provided to other employees who work at the MRO or telework at other locations. If the Agency changes the method of Mr. Bump's access to the VA network, i.e. from VPN/Rescue to CAG or from, or to, any other method of access, it will provide advanced notice of the change and will provide IT/IRM support to insure that access and services is as seamless as possible and that reasonable data/email functional ability is not lost. It is also understood that David Bump must comply with VA information security policy, procedures and safeguarding data when utilizing VA networks such as VA Outlook electronic mail and when using VA-issued equipment, such as a VA laptop.



- e. The Agreement will expire when David Bump is no longer on official time as a designee of the NVAC. The Agreement is terminated if the Agency is able to provide long-term, adequate space for Mr. Bump's official time duties at the MRO in accordance with Article 51 of the MA.
- f. If either the Agency or the NVAC identifies a change in operations that significantly impacts David Bump's completion of his official time duties either party may request to renegotiate the Agreement.

### 3. THE PARTIES ACKNOWLEDGE THE FOLLOWING

- a. As of the date of this agreement, David Bump has been appointed by the NVAC as a National Representative ("NR") and performs his NR duties with 50% official time in accordance with Article 48, Section 2, A, 5 of the MA.
- b. David Bump has been appointed by the NVAC as a member of the Mid-Term Bargaining Committee and has received 50% official time to perform these duties.
- c. David Bump's current total allotted official time is 100%, however this allotment is subject to change at the discretion of the NVAC President and in accordance with the MA. Management will be notified in writing of any changes to the allotment.
- d. The Milwaukee Regional Office is located at 5400 W. National Ave., Milwaukee, WI 53214 ("MRO").
- e. David Bump is employed by the Agency at the MRO.

### 4. STIPULATIONS

The Parties further stipulate and agree that:

- a. They 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 the National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance;
- f. The Agency or the NVAC may submit the Agreement as evidence of withdrawal of the National Grievance or as evidence of the NVAC's waiver of any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the National Grievance;
- g. Either party may bring a claim in the form of a grievance arising by breach of any term of this Agreement;
- h. This Agreement may only be modified in writing by the Parties listed below or their representatives.

**2. SIGNATURES**

**For the Agency:**



Peter MacEachern, Labor Relations Specialist  
Office of Labor Management Relations, VA

7/15/15  
Date

**For the Union**



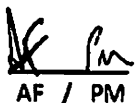
April Fuller, Staff Attorney  
National VA Council, AFGE

7/15/15  
Date



David Bump, National Representative

7/15/15  
Date



AF / PM