

SETTLEMENT AGREEMENT
Between
DEPARTMENT OF VETERANS AFFAIRS
And
**NATIONAL VETERANS AFFAIRS COUNCIL,
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**
National Grievance NG-11/12/15
2016 Holiday Leave Request Form

I. Introduction

The National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO ("Union") and the Department of Veterans Affairs ("VA" or "Agency") (collectively referred to as the "Parties") hereby agree to settle all disputes arising out of the Union's National Grievance, dated November 12, 2015, regarding the Agency's use of a 2016 Holiday Leave Request Form ("Form") in violation of Articles 2 and 35 of the 2011 Agency-AFGE Master Agreement ("Master Agreement").

II. Terms of the Settlement

- A. By execution of this settlement agreement (hereinafter referred to as the "Agreement"), the Union voluntarily withdraws its National Grievance, dated November 12, 2015, 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 Agreement. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal of its National Grievance.
- B. The Agency agrees to fully comply with Articles 2 and 35 of the Master Agreement.
- C. The Agency agrees that it will no longer mandate the use of the Form ~~or any similar document~~ to direct bargaining unit employees to take certain actions with regard to the usage of their leave, other than those described in the Master Agreement. As of the date of the execution of this Agreement, the Parties are not aware of any VA facility continuing the use of the Form or similar document.

III. Stipulations

- 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 the National Grievance, dated November 12, 2015, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
- F. Either party may bring a claim in the form of a grievance arising from the breach of any term of this Agreement.
- G. This Agreement may not be modified, except by a written agreement signed by the Parties.

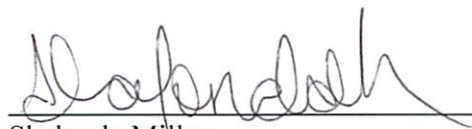
For the Union,



Mary-Jean Burke
First Executive Vice President
Chair, Grievance and Arbitration Committee
National VA Council, AFGE

1/12/17

Date




Shalonda Miller
Staff Counsel
National VA Council, AFGE

1/12/17

Date

For the Agency,



Kimberly McLeod
Acting Executive Director
Office of Labor-Management Relations
Department of Veterans Affairs

1/12/17

Date