

SETTLEMENT AGREEMENT

Between

DEPARTMENT OF VETERANS AFFAIRS

And

NATIONAL VETERANS AFFAIRS COUNCIL,

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

National Grievance, NG-5-17-22

National Representative Military Leave and Official Time Denials

I. Introduction

This Settlement Agreement (“Agreement”) has been entered into by and between The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (the “Union”) and the Department of Veterans Affairs (the “Agency”) (collectively referred to as the “Parties”). The Parties hereby agree to settle all disputes arising out of the Union’s National Grievance, dated May 17, 2022 (the Grievance), which alleged that the Agency violated the 2011 Master Collective Bargaining Agreement when it unlawfully denied Military Leave and Official Time to NVAC National Representative, Anthony McCray.

II. Terms of the Settlement

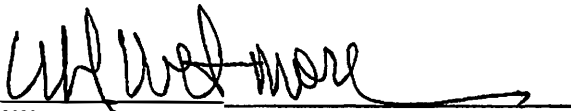
- A. By execution of this settlement agreement (the “Agreement”), the Union voluntarily withdraws its May 17, 2022, National Grievance (“NG-5/17/22”), with prejudice.
- B. The Union agrees that it hereby waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-5/17/22, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- C. Within forty-five (45) calendar days of the effective date of this Agreement, the Agency agrees to provide a one-time, lump-sum payment to Mr. McCray in the amount of one thousand seven hundred fifty dollars (\$1,750.00). Mr. McCray understands that he must be vendorized to effectuate the payment and hereby agrees to timely submit any information or documentation needed to complete the same. If Mr. McCray fails to provide the required information or documentation in a timely manner, the Agency’s 45-day deadline will be tolled until such time that the information/documentation is provided.
- D. Mr. McCray shall be solely responsible for any tax consequences that result from the payment of the \$1,750.00, if applicable. Neither party makes any representation regarding the tax implications of this payment.

III. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.

- B. The negotiations leading up to this Agreement, the data, documents, or information exchanged between the parties in the course of negotiations of this Agreement, may not be offered, taken, construed, or introduced as evidence of liability or as an admission or statement of wrongdoing by either party in this action or in any subsequent proceeding of any nature.
- 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 NG-5/17/22, and there are no other terms or commitments, verbal or written, regarding this settlement.
- F. Either party may bring a claim in the form of a grievance for the breach of any term of this Agreement. The parties agree to fulfil their obligations under this Agreement in good faith.
- G. This Agreement may not be modified, except by a written agreement signed by the Parties.
- H. The effective date of this Agreement is the date on which it becomes fully executed.
- I. The Parties may extend timelines in this Agreement with mutual consent.
- J. The Agency or the Union may submit this Agreement as evidence of the withdrawal of NG-5/17/22 and all actions, claims, complainants, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.
- K. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, at no time shall this Agreement be construed against any part, nor in any party's favor.
- L. This Agreement may be executed in counterparts, and each executed counterpart shall be effective as the original. All such counterparts shall constitute one and the same instrument. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

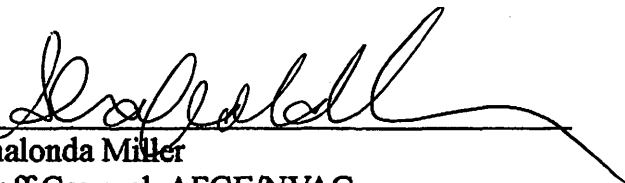
For the Union:



William Wetmore
Chairperson, AFGE/NVAC Grievance & Arbitration Committee

5-1-24

Date



Shalonda Miller
Staff Counsel, AFGE/NVAC

5/7/24

Date

For the Agency:

FRANCISCO
VAZQUEZ

Digitally signed by
FRANCISCO VAZQUEZ
Date: 2024.05.14
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Franciso Vazquez
Medical Center Director
Houston VA Medical Center

Date

As to form Only:

MATTHEW
MOHR

Digitally signed by
MATTHEW MOHR
Date: 2024.05.13
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Matthew Mohr
Staff Attorney
Personnel Law Group, Office of General Counsel
U.S. Department of Veterans Affairs

Date