

SETTLEMENT AGREEMENT
National Grievance – dated July 5, 2012
The Granting of Leave For Blood Donation Program Participation

The National Veterans Affairs Council – American Federation of Government Employees (“NVAC” or the “Union”) and the Department of Veterans Affairs (“Agency”) hereby agrees to settle all disputes arising out of the NVAC’s National Grievance dated July 5, 2012 regarding “the granting of donor leave for employees who participate in sponsored or endorsed blood donation”, in accordance with the following terms and conditions:

I. Withdrawal of Grievance:

By execution of this settlement agreement (hereafter “Agreement” or “Settlement Agreement”), NVAC 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 against VA, its past and present officers and employees, in their personal as well as their official capacities, including all damages and attorney fees, which are now or hereafter may be asserted by NVAC based on any action taken prior to or on the date of the execution of this Agreement, with the exception of any grievances that may arise by reason of breach of any term of this Settlement Agreement. NVAC 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, NVAC and the Agency (collectively the “parties”) have agreed to the following:

Within thirty (30) calendar days of execution of this agreement, the Agency will distribute an updated version of HR Flyer Leave 12-04 Subject, “SUBJ: Granting of Authorized Absence for Blood Donor Programs” (see Attachment 1).

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.

