

SETTLEMENT AGREEMENT

The American Federation of Government Employees, National Veterans Affairs Council number 53 ("AFGE NVAC" or "the Union") and the Department of Veterans Affairs ("the Agency" or "VA") (collectively, the "Parties") hereby agree to settle all disputes arising out of AFGE's National Grievance dated October 23, 2014 ("the National Grievance"), alleging a violation of: (1) Article 3, Section 7; (2) Article 48, Section 2; (3) Article 48, Section 3; (4) Article 48, Section 4; (5) Article 48, Section 6 of the 2011 Master Agreement between AFGE and the Agency; and (6) 5 U.S.C. § 7131 (d) of the Federal Labor-Management Statute, in accordance with the following terms and conditions:

I: WITHDRAWAL OF GRIEVANCE

By execution of this Agreement, AFGE 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, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.

II: TERMS OF AGREEMENT

By execution of this Agreement, AFGE NVAC and the Agency (collectively the "Parties") agree to the following:

- A. The Union agrees to withdraw the National Grievance within 10 calendar days from the date that this Agreement is signed by both parties.
 - I. The Agency agrees that the Union has accumulated official time of 215 hours as a result of Mr. David Bump's, AFGE NVAC National Representative, National duties between February 3, 2014 and October 1, 2014:
 - II. The Agency agrees that AFGE NVAC is entitled to reclaim these 215 hours of accumulated official time to AFGE NVAC to be used at AFGE NVAC's discretion.
 - III. The Parties agree the use of official time is subject to the terms and conditions of the Master Agreement, any applicable local supplemental agreements, MOUs and practices.

III: 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.


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- 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 Union may submit the Agreement as evidence of withdrawal of the National Grievance or as evidence of the Union'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 reason of breach of any term of this Agreement.
- H. This Agreement may only be modified in writing by the Parties listed below or their representatives.

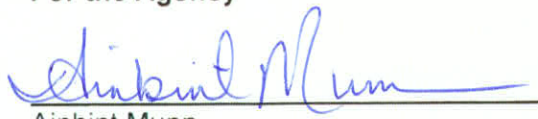
For the Union



April L. Fuller, Esquire
Staff Attorney
National VA Council, AFGE

1/20/2015
Date

For the Agency



Ainbint Munn
Labor Relations Specialist
Office of Labor Management Relations

1/27/2015
Date