

SETTLEMENT AGREEMENT

National Grievance - 5/13/2010

Transfer of Official Time

The National Veterans Affairs Council - American Federation of Government Employees ("AFGE" or the "Union") and the Department of Veterans Affairs ("Agency") hereby agrees to settle all disputes arising out of the AFGE's National Grievance 5/13/2010, Transfer of Official Time, in accordance with the following terms and conditions:

I. Withdrawal of Grievance:

By execution of this settlement agreement (hereafter "Agreement" or "Settlement Agreement"), AFGE 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 AFGE 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. AFGE 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, AFGE and the Agency (collectively the "parties") have agreed to the following:

1. Within thirty (30) days of execution of this agreement, Local Union President _____ agrees to accept 200 hours of restored annual leave in settlement of the above captioned matter. Ms. _____ will be allowed to carry over the remainder, if any, of the unused 200 hours of annual leave for two years. Any unused leave after the two years are over will be removed and cannot be converted to overtime or cashed out in the event Ms. _____ retires prior to the expiration of the two years. During the two year period, Ms. _____ will be able to use the 200 hours of restored annual leave granted under this settlement agreement first, before use of her existing annual leave, provided she follows VA leave request procedures and asks to use the restored annual leave.

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.
- 6. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.
- 7. The Agency and AFGE have thoroughly reviewed the entire Agreement and understand its provisions.
- 8. This Settlement Agreement may not be modified, except by a written agreement signed by the undersigned herein.

IV. If a provision of this agreement is found to be invalid or illegal in any forum, such provision will be considered to be severed, and the invalidity of that provision will not result in the invalidity of this agreement or any other provision of this agreement.

[Signature]
For AFGE

DATE: 4/6/12

[Signature]
For the Agency:
Thomas Mattice,
Richard L. Roudebush VA Medical Center Director

DATE: 4/12/12

[Signature]
For the Agency:
Christina Knott
Staff Attorney (023)
Office of the General Counsel
Department of Veterans Affairs

DATE: 18 APRIL 2012