

SETTLEMENT AGREEMENT
National Grievance – 1/10/2012
Article 21, Section 4(G) (Compensatory Time)

The National Veterans Affairs Council – American Federation of Government Employees (“AFGE” or the “Union”) and the Department of Veterans Affairs (“Agency”) hereby agree to settle all disputes arising out of the AFGE’s National Grievance 1/10/2012, Department of Veterans Affairs (“VA”) failure to comply with the 2011 Master Agreement between the VA and AFGE (“MCBA”) Article 21, Section 4(G), 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, 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. This agreement applies to all VA employees in AFGE bargaining units.
2. The Agency agrees to repair and/or patch any and all time and leave systems applicable to any and all Agency employees such that it will keep employees’ earned compensatory time (“CT”) recorded and available for use by the employees for twenty-six (26) pay periods following the pay period date when the CT was earned. The Agency agrees to complete this repair and/or patch within a reasonable time not to exceed six (6) months from the date of this agreement.
3. Until such time that the repair/patch in paragraph 2 is implemented, when the Agency approves CT in lieu of overtime pay, the Agency will provide employees with written (by email and/or letter) notification of the following:
 - a. The date of the overtime worked;
 - b. The number of overtime hours worked; and
 - c. That the approved compensatory time will expire after 26 pay periods.
4. From June 28, 2007, through the date of this Agreement, if an employee lost approved CT because it was not used within 26 pay periods following the pay period in which it was earned, the lost CT will be restored to the employee for use within 26 pay periods from the effective date of its restoration. The restoration will be completed within 180 work-days from the date of execution of this Agreement. The provisions of VA Directive and Handbook 5007, VA Directive and Handbook 5011, and Article 21, Section 4(G) of the MCBA will apply to the use of the restored CT.
5. Each local facility will provide to the Local Union president and NVAC District Representative, a list of all the employees at the local facility who are eligible to have their lost CT restored no later than 180 calendar days from the date of the execution of this Agreement.

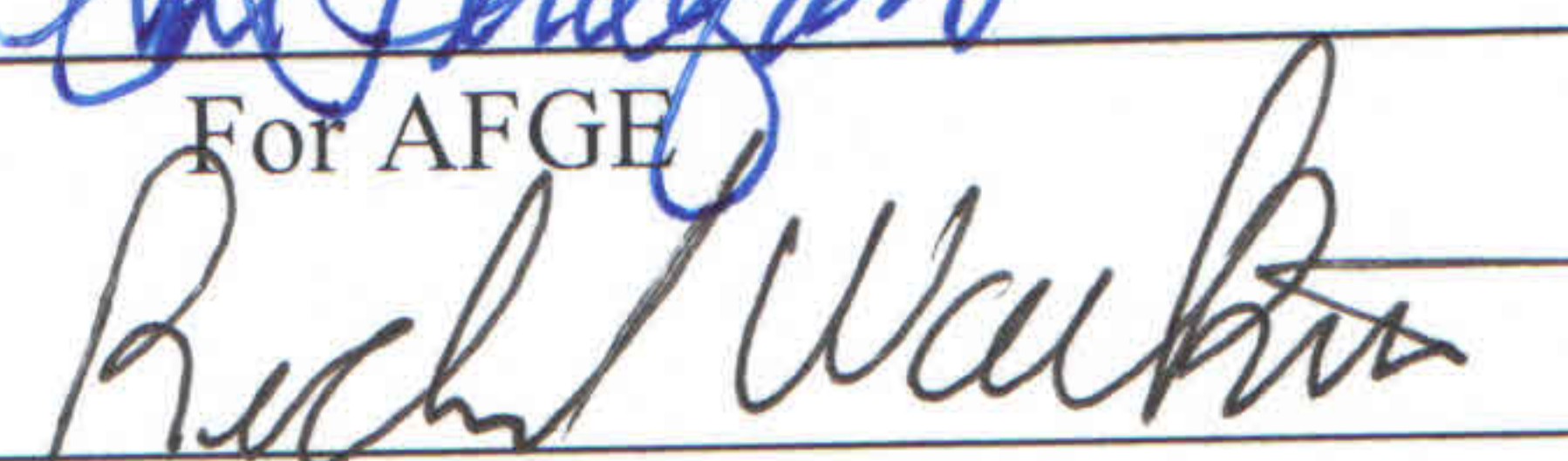
6. Any CT that was converted to overtime pay after 26 pay periods from June 28, 2007, through the date of this Agreement is not eligible to be restored.

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. This Settlement Agreement may not be modified, except by a written agreement signed by the undersigned herein:



For AFGE



For the Agency

DATE: 3/1/2012

DATE: 8-1-2012