

## SETTLEMENT AGREEMENT

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 AFGE's National Grievance ("Grievance") under Article 43, Section 11, alleging a breach of Article 45, Section 2, of the Master Collective Bargaining Agreement dated March 21, 1997, regarding the transfer of official time, in accordance with the following terms and conditions.

### I. Withdrawal of Grievance

By execution of this settlement agreement (hereafter "Agreement"), AFGE voluntarily withdraws the Grievance and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.

### II. Terms of Settlement

By execution of this Agreement, AFGE and the Agency (collectively the "parties") have agreed to the following:

- A. Consistent with the Memorandum of Clarification ("MOC") effective August 18, 2011, and signed by the NVAC President and the Deputy Assistant Secretary for LMR, and as a full and final settlement of any claim for accumulated "back" official time under the Grievance, the Agency agrees to allow Mr. [redacted] to transfer unused National official time as specified in B. and C. below to Ms. [redacted] beginning on September 8, 2011.
- B. Beginning on September 8, 2011, Ms. [redacted] receipt of the transfer of Mr. [redacted] 50% District Representative official time will be in accordance with the August 18, 2011, MOC, unless AFGE designates another transfer recipient of this time.
- C. Beginning on October 1, 2011, the Agency agrees to allow [redacted] (or another appropriate designee if AFGE designates another transfer recipient) to work 75% official time, from October 1, 2011, until March 31, 2012, which the parties agree represents both a continuation of the current transfer under the MOC of [redacted] 50% District Representative official time and a final settlement of any back official time accumulated related to the Grievance. No other accumulated back official time will carry over into 2012.

### III. Stipulations

The parties further stipulate and agree that:

- A. The parties 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.
- E. This Agreement constitutes the entire understanding between the parties regarding the resolution and settlement of the Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the Grievance.
- F. The Agency or the Union may submit this Agreement as evidence of withdrawal of the Grievance or as evidence of AFGE's waiver of any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the 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 not be modified except by a written agreement signed by the undersigned herein.

W. H. Bestman  
For the Union

CEB  
For the Agency

Date: 9.22.11

Date: 22 Sep 11