

SETTLEMENT AGREEMENT
National Grievances – Official Time:
NG 2009 HRTC; NG 2008 Leadership Training Bronx
NG 2006 Multi District, Las Vegas;
NG 2008 AFGE Legislative Conference
2010 AFGE Legislative Conference

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 National Grievances (attached as Appendix A) entitled: NG 2009 Human Rights Training Conference (HRTC); NG 2008 Leadership Training Bronx; NG 2006 Multi District, Las Vegas; NG 2008 AFGE Legislative Conference; and NG 2010 AFGE Legislative Conference, 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 above National Grievances and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the National Grievances, 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 Grievances.

II. Terms of the Settlement:

- A. By execution of this Agreement, AFGE and the Agency (collectively the “parties”) have agreed to the following:
1. NG 2009 HRTC: The Parties agree that the following total hours will be provided for attendance at the following sessions at the 2009 Human Rights Training Conference:
 - a. Conflict Resolution: 16 Hours
 - b. Financial Training: 6.75 Hours
 - c. Travel Time: 4 hours
 2. NG 2008 Leadership Training Bronx: The Parties agree that all attendees (see attached list of employees incorporated hereto as Appendix B) will receive a total of 4 hours of official time for attendance to the Leadership class, held the third day (December 5, 2008) of the 2008 program.
 3. NG 2006 Multi District Training, Las Vegas: The Parties agree that attendees to the Financial Officers’ Training portion will receive a total of 12 hours of official time.
 4. NG 2008 AFGE Legislative Conference: The Parties agree that attendees to the 2008 Legislative Conference will receive a total of 11 hours of official time. All attendees will receive up to 4 hours travel time.

5. NG 2010 AFGE Legislative Conference: The Parties agree that attendees to the 2010 Legislative Conference will receive a total of 10.25 hours of official time. All attendees will receive up to 4 hours of travel time to attend.

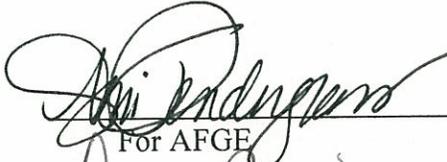
B. Part II, A is subject to the following: Official time will only be granted to employees who were attending the conferences during their normal working hours and for activities that are not considered to be internal union business. Each facility should rely on local official time agreements and/or past practices in processing official time pursuant to this agreement. The Parties agree that those union representatives who already received the maximum amount of official time specified above will not receive additional time. The Parties agree that those union representatives who already received partial official time will receive up to the maximum amount of official time specified above. The Parties agree that those union representatives, who due to a denial of official time for conferences covered by this Agreement were required to take Annual Leave, will have their Annual Leave restored for any times covered by this agreement. The Parties agree that those union representatives who have received more than the allotted time in this agreement will retain the amount of official time already granted.

III. Stipulations:

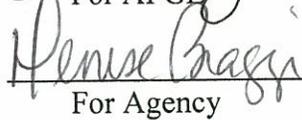
1. The parties have entered into this Settlement Agreement freely and voluntarily.
2. This Settlement Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
3. The obligations of the parties specified above constitute consideration sufficient to render this Settlement 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 Grievances, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
6. AFGE or the Agency may submit this Settlement Agreement and Waiver as evidence of the termination of the National Grievances 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 National Grievances.

7. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.

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



For AFGE



For Agency

DATE: 2/6/2011

DATE: 2/17/2011