

IN THE MATTER OF ARBITRATION

AMERICAN FEDERATION OF)	
GOVERNMENT EMPLOYEES, LOCAL 2338,)	
Union,)	FMCS Case No. 230321-04480
v.)	
DEPARTMENT OF VETERANS AFFAIRS,)	
John J. Pershing VA Medical Center,)	Arbitrator Jack P. Cerone
Agency.)	

SETTLEMENT AGREEMENT

I. PURPOSE / CONSIDERATION

AFGE ("Union"), Local 2338, and the Department of Veterans Affairs, John J. Pershing VA Medical Center ("Agency"), in consideration of the mutual promises made below, agree to the following terms as a full and complete settlement of the above captioned grievance alleging inappropriate Indefinite Suspension in 2018. The parties agree that this settlement agreement is a final and binding resolution of Union's above captioned grievance, as of the effective date of this settlement agreement.

II. WITHDRAWAL OF GRIEVANCE

The Union agrees that by signing this settlement agreement, it is voluntarily withdrawing the above captioned grievance with prejudice on its own behalf and on behalf of the individual bargaining unit member who is the Grievant in this case. The Union is waiving any request for attorney fees.

III. AGENCY, UNION, AND GRIEVANT RESPONSIBILITIES

a. The Agency will

- i. Pay to the Grievant a lump sum in the amount of \$193,400, plus any required step increases.
- ii. Restore Annual Leave for the time period of November 8, 2018 to July 31, 2022.
- iii. Restore Sick Leave for the time period of November 8, 2018 to July 31, 2022.
- iv. Unlock Grievant's Thrift Savings Plan (TSP) and pay any matching TSP contributions for the time period of November 8, 2018 to July 31, 2022.

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- b. To the extent the change to leave records requires action on the part of the Defense Finance and Accounting Service (DFAS), the Agency agrees to submit the required paperwork to DFAS within 30 days of the effective date of this settlement agreement. Grievant acknowledges that DFAS is a separate entity that is not part of the Agency. The Agency exercises no control over DFAS, and the Agency makes no representation concerning when DFAS will complete any action, to the extent a DFAS action is necessary.
- c. Within sixty (60) calendar days of Grievant submitting a valid vendor form to the Agency, or if Grievant is already eligible to receive a lump sum payment from the Agency, within sixty (60) calendar days of the effective date of this Agreement, the Agency will pay a lump sum in the amount of \$193,400 to Grievant. Grievant understands that s/he is solely responsible for the tax consequences of this lump sum payment and any tax liability arising from this payment.
- d. By signing this agreement, the Agency and Union agree to split equally any hearing cancellation fee that may be charged by Arbitrator Jack P. Cerone for FMCS case number 230321-04480.

IV. MONETARY DAMAGES AND ATTORNEY FEES

By signing this settlement agreement, the Union, on its own behalf and on the behalf of the individual bargaining unit members who qualify as grievants for this case, waives any claim to any damages associated with the above-captioned complaint, and its underlying causes of action, that are not specified in Section III above, including but not limited to back pay, front pay, reinstatement, general damages, special damages, compensatory damages, monetary damages, and any other fees, costs or expenses. The Union and grievants further waive any claim to attorney fees or representative fees associated with the above-captioned complaint, and its underlying causes of action, that are not specified in Section III above.

V. RELEASE OF LIABILITY

Both parties acknowledge and agree that the settlement agreement herein was entered into by the parties solely in an effort to resolve the above-captioned grievance. Union understands that by signing this settlement agreement, it voluntarily waives any and all rights to further processing of the matters covered by this settlement agreement. Union further understands that by signing this settlement agreement, it releases and discharges the United States of America, the Agency, its officials, its agents, and its employees, in both their official and individual capacities, from any and all liability, claims, or causes of action, resulting from or relating to, in any manner whatsoever, the subject matter of this settlement agreement that it has raised or could have raised by the effective date of this settlement agreement. By signing this settlement agreement, the Union acknowledges that the settlement agreement completely satisfies any and all claims, including any and all equitable and legal relief that Union has or has reason to know it has as of the Union's execution of this settlement agreement.

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Grievant understands that by signing this settlement agreement, he voluntarily waives any and all rights to further processing of the matters covered by this settlement agreement. Grievant further understands that by signing this settlement agreement, he releases and discharges the United States of America, the Agency, its officials, its agents, and its employees, in both their official and individual capacities, from any and all liability, claims, or causes of action, resulting from or relating to, in any manner whatsoever, the subject matter of this settlement agreement concerning Grievant's employment with the Agency in existence on the effective date of this settlement agreement. By signing this settlement agreement, the Grievant acknowledges that the settlement agreement completely satisfies any and all claims, including any and all equitable and legal relief that Grievant has or has reason to know it has as of the Grievant's execution of this settlement agreement.

VI. MODIFICATION

This settlement agreement may be modified or amended only by mutual agreement of the parties, in writing, specifically referring to this agreement and executed by duly authorized representatives of all parties hereto.

VII. NO ADMISSION OF LIABILITY

This settlement agreement does not constitute and shall not be construed as an admission of guilt, liability, wrongdoing, or violation of any federal or state statute or regulation by the Agency or Union and is entered into solely to resolve the subject matter of this agreement.

VIII. PAST PRACTICE

This settlement agreement will not serve as precedent or past Agency practice for any future Agency actions.

IX. VOLUNTARY AGREEMENT

The parties each state that they have read and understand this settlement agreement, that they agree to each and all of its terms, that this document contains all the terms of the settlement agreement agreed to by the parties, and that they have knowingly and voluntarily entered into this settlement agreement. This settlement agreement constitutes the entire agreement between the parties and is intended to resolve all disputes pertaining to the above-captioned grievance and all other past and present matters, known or unknown, related directly or indirectly to this grievance. There are no other terms, promises, or agreements except those specified herein with respect to the matters encompassed herein, and this settlement agreement supersedes all prior and contemporaneous discussions, agreements, and understandings between the parties, whether oral or written.

X. SEVERABILITY CLAUSE

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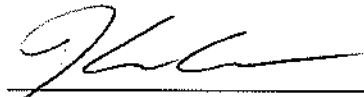
If any provision of this agreement is determined to be invalid, the remaining provisions of this agreement will remain in full force and effect.

XI. EFFECTIVE DATE OF SETTLEMENT AGREEMENT

The effective date of this settlement agreement, as that term is used in this settlement agreement, shall be the date that all the signatories to the agreement have signed the agreement and the seven-day revocation period has expired.

Union and Grievant, by signing this settlement agreement, acknowledges that they understand all of its terms and have had the opportunity to have any questions concerning it answered to their satisfaction.


UNION:



Kevin Ellis
Local AFGE 2338 Union President

4-16-24

Date



David Koonce
Grievant

4/16/24

Date

FOR THE AGENCY:

James Warren
Interim Medical Center Director

Date

Kelsey Vujnich
Agency Representative

Date

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