

IN THE MATTER OF ARBITRATION

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 2338
Union,

DEPARTMENT OF VETERANS AFFAIRS,
JOHN J. PERSHING VA MEDICAL CENTER,
Agency.

FMCS Case No. 230727-07975

Arbitrator Jack P. Cerone

SETTLEMENT AGREEMENT

I. PURPOSE / CONSIDERATION

American Federation of Government Employees ("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 the Agency failed to consider and appoint Kevin Ellis to a June 10, 2018 temporary Voluntary Services Specialist promotion. 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. 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 \$ 2,752.47 to Grievant.
- b. To the extent the lump-sum payment 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.

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- c. The Agency agrees to retroactively appoint Kevin Ellis to a temporary promotion to a Voluntary Services Specialist position from June 10th, 2018, through September 1st, 2018. The temporary promotion will be reflected in Ellis' Electronic Official Personnel Folder (eOPF) via Agency Standard Forms. The parties understand that the above lump-sum payment fully and adequately compensates Grievant for any pay he should have received in the Voluntary Services Specialist position from June 10th, 2018 through September 1st, 2018.

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.

Grievant understands that by signing this settlement agreement, s/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, s/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 or any other matter concerning Grievant's employment with the Agency in existence on the effective date of this settlement agreement.

VI. MODIFICATION

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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

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:

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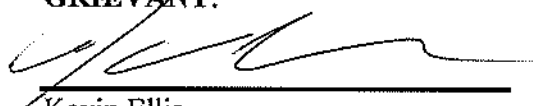
JACOB JORDAN

Digitally signed by JACOB
JORDAN
Date: 2024.04.23 14:51:35 -05'00'

Jacob W. Jordan
Second Vice President

Date

GRIEVANT:



Kevin Ellis
President

4/24/24

Date

FOR THE AGENCY:

JAMES WARREN
JR.

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WARREN JR.
Date: 2024.04.23 15:03:18 -05'00'

James Warren
Interim Executive Director, John J. Pershing VAMC

Date