

**IN THE MATTER OF ARBITRATION**

_____	)	
AMERICAN FEDERATION OF	)	
GOVERNMENT EMPLOYEES, LOCAL 2338,	)	
Union,	)	FMCS Case No. 231214-01819
v.	)	
	)	
DEPARTMENT OF VETERANS AFFAIRS,	)	
John J. Pershing VA Medical Center,	)	Arbitrator Danielle Carne
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 through a submitted Step 3 Grievance regarding unequal telework agreements/duty station location changes. This grievance was moved to arbitration under FMCS case number 231214-01819. 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(s) who are the Grievant(s) in this case pertaining to "Unequal Telework" Grievance dated August 30, 2022, which is currently in arbitration. The Union is waiving any request for attorney fees and or any other compensations not listed in this agreement.

**III. AGENCY, UNION, AND GRIEVANT RESPONSIBILITIES**

- a. The Agency no later than 60 days following the signing of this settlement will correctly change the duty stations, associated SF50 personnel documents, and telework agreements for the following employees for purposes of back pay if applicable with appropriate interest from the effective date of the previous telework agreements and illustrated below.
  1. Harold Lampley to West Plains, MO effective July 1, 2022
  2. Stephany Thompson to Farmington, MO effective August 1, 2021
  3. Heather Ketchem to Farmington, MO effective August 1, 2021
  4. Nikki Malley to Chester, IL effective February 24, 2021
  5. Katrina Dowell to Sikeston, MO effective February 22, 2021

6. Casey Shepard to Farmington, MO effective February 4, 2021
  7. Dawn Potter to Cape Girardeau, MO effective May 29, 2020
  8. Amanda Crites (Ford) to Farmington, MO effective February 3, 2020
  9. Sarah Moore to Salem, AR effective June 13, 2019
  10. Jill Tate to Mammoth Spring, AR effective January 24, 2019
- b. The Parties will jointly create an all-employee email with the intention of notifying employees that the Agency is conducting an audit on all telework agreements with the purpose of correcting duty station locations.
1. The Agency will conduct an audit of telework agreements for Bargaining Unit Employees. The initial focus will be Care in the Community and then will go Department by Department until complete.
- 20 JWJ
2. The Agency will abide by Article ~~23~~ of the AFGE VA Master Agreement 2023, unless there is a superseding Master Collective Bargaining Agreement changes these dates.
  3. To the extent the payment and 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.
  4. Within sixty (60) calendar days of Grievant submitting a valid vendor form to the Agency in regards to this Grievance, 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 as calculated by compensation department for the aforementioned persons as the Grievant(s). Grievant(s) understands that s/he is solely responsible for the tax consequences of this lump sum payment and any tax liability arising from this payment.
  5. By signing this agreement, the Agency and Union agree to split equally any hearing cancellation fee that may be charged by Arbitrator Danielle Carne for FMCS case number 231214-01819. ~~The parties agree also to split equally any appearance fee by court reporting service.~~ JWJ
- c. Specifically Grievant Harold Lampley is owed past due per diem in approximation \$826 which is to be paid by the Agency in a lump sum no later than 60 days from the signing of this agreement.

**IV. ENFORCEMENT:**

If either party believes that the Agreement was breached, the Parties' Representative(s) may take the appropriate action in accordance with the Master Collective Bargaining Agreement (MCBA) and the Federal Service Labor-Management Statute (FSLMS).

**V. 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 Grievant(s) 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 Grievant(s) 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.

**VI. 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. 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.

**VII. 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.

**VIII. 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.

**IX. PAST PRACTICE**

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

**X. 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.

**XI. 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.

**XII. 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:**

on behalf of

01/18/2024

\_\_\_\_\_  
**Kevin Ellis**  
**Local 2338 Union President**

\_\_\_\_\_  
**Date**

**FOR THE AGENCY:**

\_\_\_\_\_  
**Paul Hopkins**  
**Medical Center Director**

\_\_\_\_\_  
**Date**