

## 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. 240520-06308

Arbitrator George Fitzsimmons

## 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 regarding the indefinite suspension of Mr. Michael Brooks ("Grievant"). 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 AND UNION RESPONSIBILITIES

- a. The Agency will remove the Indefinite Suspension from the Grievant's eOPF within thirty (30) days of the execution of this Agreement.
- b. The Agency will provide the Grievant back pay for the time period of April 5, 2024 to the date of his return to employment.
- c. To the extent the backpay requires action on the part of the Defense Finance and Accounting Service (DFAS), the Agency agrees to submit the required paperwork to DFAS within thirty (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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- d. The Agency will return the Grievant to VA employment within thirty (30) days of the effective date of the Agreement.
- e. The Union will notify Arbitrator George Fitzsimmons within five (5) business days of the effective date of this Agreement of the cancellation of the Arbitration set September 12, 2024.

#### IV. MONETARY DAMAGES

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.

#### 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, they voluntarily waive 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.

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 and is being entered into due to procedural error on the part of the Agency.

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:**

**JACOB JORDAN**

Digitally signed by JACOB  
JORDAN  
Date: 2024.08.01 16:03:16  
-05'00'

**Jacob Jordan**  
**Second Vice-President of AFGE Local 2338**

\_\_\_\_\_  
Date

**GRIEVANT:**



**Michael Brooks**  
**GRIEVANT**

8-2-2024

\_\_\_\_\_  
Date

**FOR THE AGENCY:**

\_\_\_\_\_  
**JAMES WARREN**

**Interim Medical Center Director**

\_\_\_\_\_  
Date

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