

## IN THE MATTER OF ARBITRATION

---

AMERICAN FEDERATION OF	)
GOVERNMENT EMPLOYEES, LOCAL 2338,	)
Union,	)
v.	)
DEPARTMENT OF VETERANS AFFAIRS,	)
John J. Pershing VA Medical Center,	)
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 April 21, 2023 grievance (“LG-4/21/23”) regarding two disciplinary actions taken against Harold Lampley (“Grievant”) in March 2023 and April/May 2023. The parties agree that this Settlement Agreement (“Agreement”) is a final and binding resolution of Union’s above captioned grievance, as of the effective date of this Agreement.

### **II. WITHDRAWAL OF GRIEVANCE**

The Union agrees that by signing this Agreement, it is voluntarily withdrawing the above captioned grievances 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 agrees to remove Grievant’s March 2023 Reprimand from his eOPF within 14 days of the execution of this Agreement;
- b. The Agency will remove the April/May 5-Day Suspension and Return to Duty Standard Form 50 (SF-50) form the Grievant’s eOPF within 14-days of the execution of this Agreement;
- c. The Agency will pay the backpay for the five (5) day time period the Grievant served his suspension, May 1, 2023 to May 5, 2023;

- d. The April/May 5-Day Suspension will be replaced in Grievant's eOPF with a Written Counseling dated May 1, 2023 within 14-days of the execution of this Agreement. This May 1, 2023 Written Counseling will be removed from Grievant's eOPF upon request;
- e. 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 30 days of the effective date of this 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.
- f. The Agency agrees that these two personnel records that are not in Grievant's eOPF may not be used as the basis of progressive discipline for future personnel actions.

#### **IV. MONETARY DAMAGES AND ATTORNEY FEES**

By signing this 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 Agreement herein was entered into by the parties solely in an effort to resolve the above-captioned grievance. Union understands that by signing this Agreement, it voluntarily waives any and all rights to further processing of the matters covered by this Agreement. Union further understands that by signing this 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 Agreement that it has raised or could have raised by the effective date of this Agreement. By signing this Agreement, the Union acknowledges that the 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 Agreement.

Grievant understands that by signing this Agreement, s/he voluntarily waives any and all rights to further processing of the matters covered by this Agreement. Grievant further understands that by signing this 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 Agreement. By signing this Agreement, the Grievant acknowledges that the 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 Agreement.

**VI. MODIFICATION**

This 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 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 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 Agreement, that they agree to each and all of its terms, that this document contains all the terms of the Agreement agreed to by the parties, and that they have knowingly and voluntarily entered into this Agreement. This 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 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.

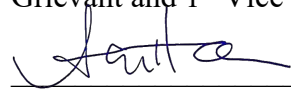
**XI. EFFECTIVE DATE OF SETTLEMENT AGREEMENT**

The effective date of this Agreement, as that term is used in this 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 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:**

\_\_\_\_\_  
**HAROLD LAMPLEY**  
Grievant and 1<sup>st</sup> Vice President for AFGE Local 2338



\_\_\_\_\_  
**Sarah Hasan**  
NVAC Staff Counsel  
Representative for L2338

\_\_\_\_\_  
6/21/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
6/21/2024

\_\_\_\_\_  
Date

**FOR THE AGENCY:**

\_\_\_\_\_  
**JAMES WARREN**  
Interim Medical Center Director

\_\_\_\_\_  
Date