

IN THE MATTER OF ARBITRATION

_____)	
AMERICAN FEDERATION OF)	
GOVERNMENT EMPLOYEES, LOCAL 2338,)	
Union,)	FMCS Case No. 220722-07855
v.)	
)	
DEPARTMENT OF VETERANS AFFAIRS,)	
John J. Pershing VA Medical Center,)	Arbitrator Marsha Kelliher
Agency.)	
_____)	

SETTLEMENT AGREEMENT ("COVID -19 Leave")

I. PURPOSE / CONSIDERATION

American Federation of Government Employees (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 improper use and application of leave during the COVID-19 pandemic. The parties agree that this settlement agreement is a final and binding resolution of Union's above captioned grievance (Step 3 Grievance which is entitled FMCS 220722-07855), as of the effective date of this settlement agreement.

II. WITHDRAWAL AND WAIVER

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 is/are the Grievant/s in this case that was before Arbitrator Marsha Kelliher McGee. The Union is waiving any request for attorney fees.

III. AGENCY AND UNION OBLIGATIONS

a. Agency Obligations:

- i The Agency agrees to reimburse employees for earned leave (Annual & Sick) and replace it with Authorized Absence/Administrative Leave for the relevant periods during the COVID-19 pandemic, from February 7th, 2020, through May 11th,

2023. This is contingent upon the Union providing accurate and relevant information—including Guidance, Bulletins, Policies, Memoranda, Weather & Safety Leave Forms, or provisions from the Master Collective Bargaining Agreement—that were in effect during the specified periods proving that they employee is in fact owed leave under the correct category.

- ii The union agrees to submit information to the agency which was part of the arbitration hearing. The corrections will occur within ninety (90) calendar days and will be reflective as restored leave on the employees leave and earning statement. The employee will be provided the appropriate timeframe in which to utilize the leave.
- iii The Agency will rescind Absent Without Leave (AWOL) and Leave Without Pay (LWOP) statuses and replace them with Authorized Absence/Administrative Leave under the same conditions as above as appropriate. The corrections will occur within ninety (90) calendar days and will reflect as restored leave on the employees' leave and earning statement (LES).
- iv The Agency will retroactively apply the appropriate COVID-19 Leave or Weather & Safety Leave consistent with the provided documentation and guidelines effective during the relevant periods. It's understood some of the corrections may include compensation with interest. Leave under the same conditions as above as appropriate. The corrections will occur within ninety (90) calendar days and will reflect on the employees leave and earning statement, and will consist of interest paid on restored compensation.

b. Union Obligations:

- i The Union hereby voluntarily withdraws from the Step 3 COVID-19 grievance.
- ii The Union commits to providing information to the agency, which was supplied to the union and submitted during the arbitration. The documentation submitted will include Laws, Guidance, Bulletins, Policies, Memoranda, Weather & Safety Leave Forms, and/or sections from the Master Collective Bargaining Agreement—that were in effect during the COVID-19 pandemic from February 7th, 2020, through May 11th, 2023. This information will facilitate the Agency's ability to fulfill its obligations. The Union will provide the information to the agency collectively as one submission.
- iii AFGE is to provide names of BUEs that relate to this grievance, this is to include dates & time period/s each BUE that was potentially affected. The information supplied to the agency will be some of the agency's own information, which will assist with validating the relevant time.



- iv The Union has 3-months to provide us information from the date of settlement. Otherwise, they waive their rights 3-months from the date of both signatures.

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 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 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.

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.

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. Confidentiality Statement

The Parties agree that specific employee information related to this Settlement are confidential. In accordance with the Privacy Act, the specific employee information shall not be disclosed to external parties except as allowed by existing Federal Law. Therefore, the union agrees to not post bargaining unit employees names with leave types, leave balances or any form of leave on AFGE websites, personal websites, or social media platforms—including but not limited to Facebook, Twitter, Instagram, and LinkedIn.

XI. 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.

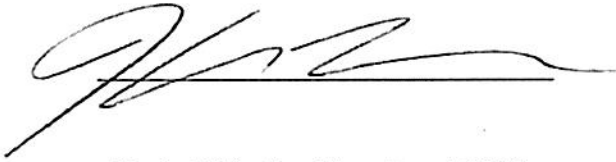
XII. EFFECTIVE DATE OF SETTLEMENT AGREEMENT

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.

Handwritten signature and initials, possibly "JO" and "84", in the bottom right corner of the page.

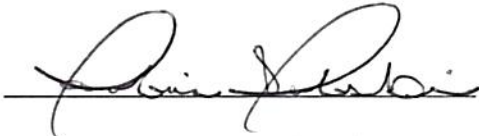
FOR THE UNION:



Kevin Ellis, President Local 2338
Union Official (Print Name/title)

April 10, 2025
Date

FOR THE AGENCY:



Fabian T. Grabski, Interim Director

Agency Official (Print name/title)

APRIL 10, 2025
Date

