

SETTLEMENT AGREEMENT

The National VA Council-American Federation of Government Employees ("AFGE" or "the Union") and the Department of Veterans Affairs ("Agency") hereby agree to settle all disputes arising out of AFGE's National Grievance entitled "Denial of official time for human rights training," FMCS Case # 050907-58908-A ("the National Grievance"), in accordance with the following terms and conditions.

I. Withdrawal of Grievance

By execution of this settlement agreement (hereafter "Agreement" or "Settlement Agreement"), AFGE voluntarily withdraws the National Grievance and waives any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Settlement Agreement. AFGE agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

II. Terms of Settlement

By execution of this Agreement, AFGE and the Agency (collectively the "parties") have agreed to the following:

- A. the Agency agrees that the following training courses offered at the AFGE 2005 Human Rights Training Conference, held August 1-5, 2005 at the Wyndham Miami Beach Resort in Miami Beach, Florida, were appropriate for the use of official time or authorized absence:

(1) *EEO I – Basic Track:*

- Introduction to EEO (3 hours)
- The Hearing Stage (3 hours)
- The ADA (3 hours)
- Mock Prehearing Conference (3 hours)
- Part 1614 (3.5 hours)
- Burdens of Proof (3.5 hours)
- Theories of Discrimination (3.5 hours)
- Preparing for a Hearing (3.5 hours)
- Mock Prehearing Conference and Q&A (3.5 hours)

(2) *EEO II – Intermediate Track:*

- Assessing the EEO Claim and the Proper Forum (3 hours)
- Understanding the Acknowledgement and Order (3 hours)
- Discovery Requests and Responses (3 hours)
- Mock Prehearing Conference (3 hours)
- Preparing the Case (3.5 hours)
- Motions & Prehearing Submissions (3.5 hours)
- Preparing for a Hearing (3.5 hours)
- Prehearing Report (3.5 hours)
- Mock Prehearing Conference and Q&A (3.5 hours)

(3) *EEO III – Advanced Track:*

Assessing the EEO Claim (3 hours)
Discovery and EEO Process (3 hours)
Compensatory Damages and the EEO Appellate Process/OFO (3 hours)
Mock Discovery & Hearing Preparation (3 hours)
Mediation and Discovery (3.5 hours)
The Hearing and Cross Examination (3.5 hours)
The Government as a Model Employer (3.5 hours)
Mock Discovery & Hearing Preparation (3.5 hours)
Mock Hearing and Q&A (3.5 hours)

(4) *Stewards Training Track:*

How to do an Investigation (7 hours)
Stewards Training (3 hours)
Organizing to Win Cases (10 hours)

(5) *Collective Bargaining Track:*

History of Collective Bargaining & Collective Bargaining Power (3 hours)
The Rules of the Game: Term and Non-Term Bargaining (3 hours)
Neutrals and Agency Head Review (3 hours)
Bargaining Simulations II (3 hours)
Categories of Collective Bargaining (3.5 hours)
Negotiation Techniques (3.5 hours)
Preparing for Bargaining: Effective Tactics (3.5 hours)
Bargaining Simulations I (3.5 hours)

(6) *Financial Officers Training:*

Department of Labor Requirements (3 hours)
Department of Labor (3.5 hours)
IRS Requirements (3.5 hours)
Case Scenarios and Q&A (3.5 hours)

(7) *VA Council Track:*

Harnessing Power for Legislative & Collective Bargaining Action (6.5 hours)

(8) *Plenary Session:*

Keynote: EEOC Commissioner, Stuart J. Ishimaru (1 hour)

- B. The Agency will inform field facilities that employees who were charged annual leave or LWOP during the time that they were attending the above-listed training sessions, or any of them, may request that such leave be changed to official time, and that such requests should be granted if the employees provide some certification or evidence that they attended a qualifying session.

III. Stipulations

The parties further stipulate and agree that:

- A. The parties have entered into this Settlement Agreement freely and voluntarily.
- B. This Settlement Agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
- C. The obligations of the parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- D. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.
- E. This Settlement Agreement constitutes the entire understanding between the parties regarding the resolution and settlement of the National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
- F. The Agency or the Union may submit this Agreement as evidence of withdrawal of the National Grievance or as evidence of AFGE's waiver of any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance.
- G. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.
- H. This Settlement Agreement may not be modified except by a written agreement signed by the undersigned herein.



For the Union

Date: 3.2.07



For the Agency

Date: 3/2/07