

April 18, 2013

ibidun Roberts

Attorney

AFGE/NVAC

(202) 318-0568 (fax)

RE: Northampton Part Time Physicians

Lynn LaPour PA-C

AFGE local 218

413-584-4040 x 2324

In the Matter of)	
)	
AMERICAN FEDERATION OF)	Step 4 Grievance
GOVERNMENT EMPLOYEES,)	(PACT Staffing)
LOCAL 218)	
)	
and)	
)	
U.S. DEPARTMENT OF VETERANS)	
AFFAIRS, VA CENTRAL WESTERN)	
MASSACHUSETTS HEALTHCARE,)	
SYSTEM, LEEDS, MA)	

SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between the U.S. Department of Veterans Affairs, VA Central Western Massachusetts Healthcare System, Leeds, Massachusetts (hereinafter referred to as the "Agency"), AFGE Local 218 (hereinafter referred to as the "Union"), and Dr. Lynn Zashin and Dr. William Cutler (hereinafter referred to as the "Employees"), in full and final resolution of Union grievance Step 4 dated October 23, 2012 filed by or on behalf of the Union and Employees. The parties agree as follows:

1. The Employees agree compensation for service outside the scheduled tour of duty is not authorized unless performance of said service is required by Management pursuant to VA Handbook 5011, Part 1, Chapter 3;
2. By execution of this Agreement, the Employees and Union voluntarily withdraw the grievance dated October 23, 2012 "PACT Staffing" in its entirety and waive any and all appellate and grievance arbitration rights in conjunction with this grievance.
3. The Employees hereby waive any and all actions, claims, complaints, EEO complaints, grievances, appeals and proceedings of whatever nature against VA, its officers and employees, in their personal as well as their official capacities, including attorney fees, which are now or hereafter may be asserted by them or on their behalf regarding the subject of the instant grievance, with the exception of any claims that may arise by reason of breach of any term of this Settlement Agreement.
4. The Employees agree that this settlement is in full and final satisfaction of any and all attorney fees, costs, and expenses incurred in connection with this grievance.

- 5. The Agency agrees to compensate the employees at an hourly rate of \$86.81, minus taxes, as follows: Dr. Cutler for 115.75 hours of service and Dr. Zashin for 374.75 hours of service.
- 6. The Agency agrees to maintain an average PACT provider to support ratio of 1.0 to 3.0; consistent with the Memorandum of Understanding between the Department of Veterans Affairs and AFGE dated June 6, 2010. With regards to the existing team, the agency will continue to recruit for the existing vacant health technician position and fill it as soon as possible. The Agency will keep the Union reasonably apprised of its recruitment efforts via email, i.e., posting dates, number of qualified applicants, interviews, etc.
- 7. The parties further stipulate that:
 - a. this agreement has been entered into freely and voluntarily;
 - b. this settlement shall not serve as a precedent for resolving any other cases, grievances, complaints, appeals, or actions which have been or may be filed by any person;
 - c. this settlement does not constitute an admission of guilt, fault, wrongdoing, or liability on the part of either party and is entered into solely for the purpose of resolving the stated matters in a manner mutually satisfactory to both parties;
 - d. this agreement constitutes the entire understanding between the parties, and there are no other terms or commitments, verbal or written, except those specified herein; and
 - e. this agreement may not be modified except by a writing signed by all of the parties.

In witness whereof the parties of this agreement have affixed their signatures.

4/16/13 [Signature] and [Signature] no 4/16/13
 Date Dr. Lynn Zashin Dr. William Cutler

4/16/13 [Signature]
 Date Roger Johnson, Director, VACWMHCS

4-16-13 [Signature]
 Date Lynn E. LaPour PA-C, President, AFGE Local 218