

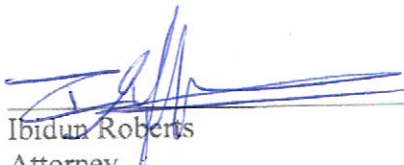
SETTLEMENT AGREEMENT

The Department of Veterans Affairs (VA) and the American Federation of Government Employees, National Veterans Affairs Council number 53 (AFGE) (collectively, the "Parties"), hereby agree to settle all disputes arising out of AFGE's national grievance dated July 30, 2012, regarding union dues withholding and bargaining obligations for bargaining unit employees at the Veterans Benefits Administration's Fiduciary Hubs ("Fiduciary Hubs"), in accordance with the following terms and conditions:

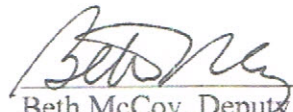
1. By execution of this settlement agreement (hereafter "Agreement"), AFGE voluntarily withdraws its national grievance dated July 30, 2012, and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the national grievance, with the exception of any grievances that may arise by reason of breach of any term of this Agreement. Execution of this Agreement serves as withdrawal of AFGE's national grievance .
2. VA agrees that, as of May 9, 2014, all Fiduciary Hubs bargaining unit employees, who had their union dues withholding stopped prior to or around July 30, 2012, have their union dues withholding reinstated.
3. Within 60 calendar days from the date that this Agreement is signed by the Parties, VA agrees to remit to the AFGE local unions representing the following regional offices, back dues in the amount of:
 - a. Saint Petersburg, Florida: \$15,592.50
 - b. Jackson, Mississippi: \$825
 - c. San Juan, Puerto Rico: \$1,952.50
 - d. Roanoke, Virginia: \$864
 - e. Montgomery, Alabama: \$1,170
 - f. Atlanta, Georgia: \$1,007.25
4. The Parties stipulate that:
 - A. They have entered into this Agreement freely and voluntarily.
 - B. This 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 Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
 - E. This 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. VA or AFGE may submit the 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 Agreement.
- H. This Agreement may only be modified in writing by the Parties listed below or their representatives.


Ibidun Roberts
Attorney
National Veterans Affairs Council, number 53
American Federation of Government Employees

8/1/14
Date

 Acting
Beth McCoy, Deputy
Under Secretary for Field Operations
Veterans Benefits Administration
Department of Veterans Affairs

7/31/14
Date