

**Settlement Agreement Between
Department of Veterans Affairs
&
National Veterans Affairs Council,
American Federation of Government Employees, AFL-CIO**

Re: National Grievance filed on March 29, 2017

The Department of Veterans Affairs ("the Agency" or "VA") and the American Federation of Government Employees, National Veterans Affairs Council number 53 ("AFGE NVAC" or "the Union") (collectively, the "Parties") hereby agree to settle all disputes arising out of AFGE's National Grievance dated March 29, 2017 ("the National Grievance" or "NG-3/29/17"), alleging a violation of: Article 2, 20 and 21 of the 2011 Master Agreement between AFGE and the Agency; and 5 U.S.C. § 6120 Hours of Work, Flexible and Compressed Work Schedules, in accordance with the following terms and conditions:

I: WITHDRAWAL OF GRIEVANCE

By execution of this settlement agreement (hereinafter "the Agreement"), AFGE NVAC hereby voluntarily withdraws NG-3/29/17, and the associated request for arbitration, and waives any and all actions, claims, unfair labor practice charges, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any claims that may arise by reason of breach of any term of this Agreement.

II: TERMS OF AGREEMENT

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. No other promises or agreements shall be binding unless placed in writing and signed by the parties.

By execution of this Agreement, the Parties agree to the following:

- A. The Department will:
- a. Consider all requests for CWS from CPAC employees;
 - b. Provide a denial of CWS to a CPAC employee in writing, with a copy to the local union, and to base any such denials on valid operational need;
 - c. Cease basing denials of CWS solely on the employee's position or telework status and to apply the standard established in (b) above;
 - d. Provide NVAC notice and opportunity to bargain over proposed policy changes affecting the working conditions of bargaining employees at two or more locals; and,
 - e. Provide AFGE CPAC Local officials notice and opportunity to bargain over changing conditions of employment at the CPACs.
- B. The Union will:
- a. The Union agrees to withdraw the National Grievance within 10 calendar days from the date that this Agreement is signed by both parties; and,

- b. Remind their local leadership of the opportunity to bargain to develop CWS programs where none exists.

III: STIPULATIONS

The Parties further stipulate and agree 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 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. No other promises or agreements shall be binding unless placed in writing and signed by the parties.
- E. The Agency or the Union may submit the Agreement as evidence of withdrawal of the National Grievance and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance.
- F. If either party alleges a breach of any term of this Agreement, the party alleging breach may seek reinstatement of this arbitration, FMCS Case No. 170728-56329. The party alleging breach will not be required to file a new national grievance to pursue a breach of this Agreement. The arbitration will only be reinstated upon a finding of a breach of this Agreement by an arbitrator.

The "date of execution" of this Agreement is the latter of the dates upon which this Agreement has been signed by the Union and Agency officials noted below.


For the Agency


Digitally signed by Susan Reed
Date: 2018.05.31 13:28:28
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Susan Reed
Executive Director
Revenue Operations

5/31/2018
Date

For the Union


Shalonda Miller
Staff Attorney
AFGE National VA Council #53,

6/5/18
Date


MJ Burke, Chair, Grievance & Arbitration
Committee
AFGE National VA Council #53

6/5/18
Date