

SETTLEMENT AGREEMENT

Between

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS BENEFIT ADMINISTRATION**

And

**NATIONAL VETERANS AFFAIRS COUNCIL,
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**

**National Grievance, NG-1/3/2020
OI&T, NWI Mandatory Overtime**

I. Introduction

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (“the Union”) and the Department of Veterans Affairs, Office of Information and Technology (“OI&T” or “the Agency”) (collectively referred to as “the Parties”) hereby agree to settle all disputes arising out of the Union’s National Grievance, dated January 3, 2020, respectively, which alleged that the Agency failed to notify and bargain with the Union when it notified AFGE Locals 2219, 2200 and 2601 of mandatory overtime in the Nebraska Midwest District (NWI).

II. Terms of the Settlement


- A. By execution of this settlement agreement, the Union voluntarily withdraws its January 3, 2020, National Grievance (“NG-1/3/20”), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. The Agency agrees to a one-time electronic notice to all OI&T NWI employees that provides that the Agency recognizes and intends to fulfill its obligations under the Federal Service Labor-Management Relations Statute. The notice, attached, will be electronically disseminated within ten (10) business days of the execution of this Agreement.

III. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.
- B. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- C. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
- D. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of the Grievance, and there are no other terms or commitments, verbal or written, regarding this settlement. No other promises or agreements shall be binding unless placed in writing and signed by the Parties.

- E. Either party may bring a claim in the form of a grievance for the breach of any term of this Agreement.
- F. This Agreement may not be modified, except by a written agreement signed by the Parties.
- G. The Agency or the Union may submit this Agreement as evidence of the withdrawal of the Fid Hub Grievances and all actions, claims, complainants, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.
- H. The effective date of this Agreement is the date on which this Agreement has been signed by the Union and the Agency officials noted below.
- I. The terms of this Agreement, the negotiations leading up to this Agreement, the data, documents, or information exchanged between the parties in the course of negotiations of this Agreement, may not be offered, taken, construed, or introduced as evidence of liability or as an admission or statement of wrongdoing by either party in this action or in any subsequent proceeding of any nature.

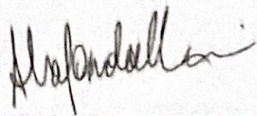
For the Union:



William Wetmore
Chairperson, AFGE/NVAC Grievance & Arbitration
Committee

7/17/20

Date

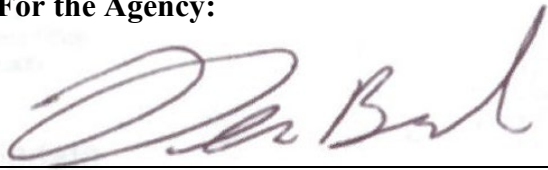


Shalonda Miller
Staff Counsel, National VA Council
AFGE, AFL-CIO

7/16/20

Date

For the Agency:



Dewaine Beard
Executive Director
End User Operations (EUO)
IT Operations and Services (ITOPS), Office of
Information and Technology (OIT)

7/16/2020
Date

As to Form Only:

Janell Bell
Attorney
Office of General Counsel
U.S. Department of Veterans Affairs

Date