

SETTLEMENT AGREEMENT
Between
Department of Veterans Affairs
and
National Veterans Affairs Council,
American Federation of Government Employees, AFL-CIO
RE: National Grievance filed on October 26, 2016, NG-10/26/2016

I. Preamble

American Federation of Government Employees, AFL-CIO ("AFGE" or "the Union"), and the Department of Veterans Affairs, Veterans Health Administration ("VHA" or "Management"), hereby agree to settle all disputes arising out of AFGE's National Grievance dated October 26, 2016, concerning revisions to the appointment, promotion and advancement system for title 38 hybrid employees ("HT38 employees"), specifically, the removal of professional standards boards ("PSBs") from the appointment, promotion and advancement system ("National Grievance"). The National Grievance did not include Medical Support Assistants ("MSAs").

II. Withdrawal of Grievance

As of the date of execution of this Agreement, AFGE hereby voluntarily withdraws the National Grievance dated October 26, 2016, and the associated request for arbitration.

AFGE hereby 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.

III. Terms of Agreement

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

- A. VHA will implement the revisions to the appointment, promotion and advancement system for HT38 employees in fiscal year ("FY") 2018 during the first and second quarters ("Q1" and "Q2"). The occupations identified in subparagraphs 1 and 2 of this paragraph are referred to collectively as the "covered occupations" for the purposes of this Agreement.
 1. The following occupations will be included in the implementation process during FY2018, Q1: rehabilitation therapy assistant/physical therapy assistant; dental hygienist; biomedical engineer; dental assistant; general health science/registered respiratory therapist; speech pathologist and audiologist; medical instrument technician; diagnostic radiologic technologist; pharmacy technician; medical technologist; psychology; pharmacist; social worker; nursing assistant; practical nurse; and health aid and technician/certified respiratory therapist.
 2. The following occupations will be included in the implementation process during FY2018, Q2: rehabilitation therapy assistant/occupational therapy assistant;

social service/marriage family therapist; therapeutic radiologic technologist; corrective therapist/ kinesiotherapist; orthoptist and prosthetist; medical records administration; general health science/blind rehab; social science/licensed professional mental health counselor; prosthetic representative; general health science/nuclear medicine technologist; occupational therapist; physical therapist; dietitian and nutritionist; and medical records technician.

- B. The parties agree to select a mutually agreeable date, time and location to meet in person during the weeks of either July 17, 2017 or July 24, 2017, to engage in a good faith discussion and evaluation of the impact of the previously implemented revisions to the appointment, promotion and advancement system for MSAs. The purpose of this meeting is to consider potential modifications to the process of appointment, promotion and advancement for HT38 employees.
1. The duration of the meeting will be no more than one business day (eight hours).
 2. The Union and Management will have an equal number of attendees to the meeting, no more than five each.
 3. Management agrees to pay for the travel expenses for the meeting for no more than three of the Union attendees.
 4. AFGE may submit to Management 28 calendar days before the meeting a non-exhaustive list with general topics of concern in association with paragraph B that it desires to address during the meeting.
 5. Not less than 14 calendar days before the meeting, Management will provide the Union with copies of any available data gathered concerning the appointment, promotion and advancement system for MSAs, including, if available, data related to the general topics of concern identified by the Union in paragraph B(4).
 6. Not more than 14 calendar days after the meeting, AFGE may submit to Management for review recommendations to modify the process of the appointment, promotion and advancement system for the covered occupations. If recommendations are submitted, Management will provide a response within seven calendar days to the Union. Management will consider the Union's recommendations in good faith but is not obligated to accept the Union's recommendations or otherwise reengage in the process described in 38 U.S.C. 7403(h).
 7. VHA will not implement the revisions described in paragraph A of this section until Management provides the written response required by paragraph B(6).
- C. The parties agree that the meeting described in paragraph B and its associated subparts, is a one-time meeting for the limited purposes of this Agreement, which the parties have voluntarily agreed to. The meeting is unrelated to the provisions of 38 U.S.C. 7403(h) and not applicable to other collaborations between the parties.
- D. Any occupations that have been approved for conversion to hybrid status in VHA before or after the signing of this Agreement will be subject to the revised appointment, promotion and advancement system described in the applicable Appendix found in VA

Handbook 5005, Part II, Chapter 3. These occupations include, but are not limited to: recreation/creative arts therapists; acupuncture; biomedical equipment support specialists; medical supply technicians; radiologist assistants; genetic counselors; histopathology technicians; addiction therapists; vocational rehab counselors; audiologist/speech-language pathologists; license massage therapists; and health technicians for ophthalmology, eye care/optometry, certified mastectomy fitter, orthopedic prosthetic, telehealth clinical technicians, inpatient-outpatient surgical, orthopedic radiology aids, audiology, speech pathology, and spinal cord injury.


IV. Stipulations

The Parties further stipulate and agree that:

- A. They have entered into this Agreement freely and voluntarily
- B. The Parties may mutually agree in writing to extend any time limits in this Agreement
- C. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- D. The Agreement constitutes a joint effort by the parties and should not be construed against any party.
- E. 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.
- F. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- G. 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.
- H. 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.
- I. 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. 17-51696-A. 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.

- J. All time limits in this Agreement are in calendar days. If a time limit expires on a Saturday, Sunday, or a Federal Holiday, then the time limit shall expire on the next business day.
- K. The "date of execution" of this Agreement is the date upon which this Agreement has been signed by the Union and Agency officials noted below.

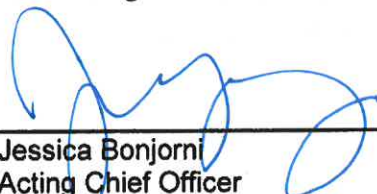
For the Union:



Thomas Dargatzis, Jr.
Staff Counsel, NVAC
AFGE, AFL-CIO

Date: 9/14/17

For Management:



Jessica Bonjorni
Acting Chief Officer
Workforce Management & Consulting Office
Department of Veterans Affairs

Date: 4/14/17