

SETTLEMENT AGREEMENT

Between

DEPARTMENT OF VETERANS AFFAIRS

And

**NATIONAL VETERANS AFFAIRS COUNCIL,
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO
National Grievance NG-7/14/16
Double Dues Deductions**

I. Introduction

The National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO (“Union”) and the Department of Veterans Affairs (“VA” or “Agency”) (collectively referred to as “the Parties”) hereby agree to settle all disputes arising out of the Union’s National Grievance, dated July 14, 2016, and its corresponding Addendum, NG-7/14/16-A, alleging the Agency has not properly handled employees’ dues deduction withholdings, and has failed to timely process withholding amounts in the case of transferred or reassigned employees according to Article 45 of the 2011 Agency-AFGE Master Agreement (“Master Agreement”).

II. Terms of the Settlement

- A. By execution of this settlement agreement (hereinafter referred to as “the Agreement”), the Union voluntarily withdraws its National Grievance, dated July 14, 2016, and its corresponding Addendum, NG-7/14/16-A, 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. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal of its National Grievance.
- B. The Agency agrees to the following terms as specified below:
- i. to ensure that no later than two (2) pay periods after the transfer or reassignment of a dues-paying member from one AFGE local to another, the Agency will inform the receiving local of the employee’s entrance on duty date;
 - ii. to remit dues withholdings for a transferred or reassigned employee to the receiving local without requiring the submission of an SF-1187 or SF-1188 no later than two pay periods of receipt of verified information by an Agency payroll official;
 - iii. to submit Remittance Reports and Gains & Losses Reports to authorized local union officials each pay period;
 - a. The term Gains and Losses Reports is consistent with the term as defined in Article 49, Section 11 of the Master Agreement.
 - iv. to process changes in allotments (*i.e.*, dues increases) in the amounts certified by the local union no later than two pay periods of receipt of the certified information from the local union;

- v. to properly process authorized SF-1187s for employees beginning payment of their union dues no later than two pay periods after the forms are received by an Agency payroll official;
- vi. to properly process SF-1188s only if they are approved and properly executed by a duly-authorized local union official;
- vii. within ninety (90) days, or as soon as administratively possible after the execution of this Agreement, to the following remedies:
 - a. Current and former bargaining unit employees, who had more than one dues allotment made from any pay period from June 1, 2016 to the date of execution of this Agreement, shall receive payment, including OPM's interest rate, for the amounts overpaid, and thereafter receive payments as submitted and agreed to under (C)(ii) of this Agreement, every six months through December 31, 2018.
 - b. To reimburse local unions the amount equal to the regular and periodic dues they would have received but for the Agency's delay in processing a bargaining unit employee's authorized request to begin dues withholdings from June 1, 2016 to the date of execution of this Agreement.
- viii. to develop a Financial Services Center Alert to remind payroll offices of their responsibilities under Article 45 of the Master Agreement within 90 days of execution of this Agreement;
- ix. to consider any bargaining unit employee requests for waivers of indebtedness related to this matter and agree to notify the union if the Agency does not believe a waiver is appropriate.

C. The Union agrees, within sixty (60) days, or as soon as administratively possible after the execution of this Agreement:

- i. to ensure Locals' contact information is accurate for purposes of the transmission of Reports required by the Master Agreement;
- ii. to submit a list of current and former union members they have determined are entitled to payments under section (B)(vii) of this Agreement, along with supporting documentation, covering the period of June 1, 2016 to the date of signature of this agreement; and thereafter provide updated lists every six months through December 31, 2018.

III. Stipulations

- A. The Parties 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 obligations of the Parties above constitute consideration sufficient to render this Agreement enforceable by either party.
- E. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
- F. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of the National Grievance, dated July 14, 2016, and its corresponding Addendum, NG-7/14/16-A, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance and its corresponding Addendum, NG-7/14/16-A. No other promises or agreements shall be binding unless placed in writing and signed by the Parties.
- G. Either party may bring a claim in the form of a grievance arising from the breach of any term of this Agreement. However, the parties agree to seek informal resolution of any issues arising from an alleged breach, or discrepancies regarding payments under (B)(vii) of this Agreement.
- H. This Agreement may not be modified, except by a written agreement signed by the Parties.
- I. 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.

For the Union,

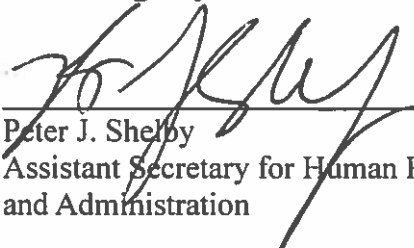
Mary-Jean Burke
First Executive Vice President
Chair, Grievance and Arbitration Committee
National VA Council, AFGE

Date

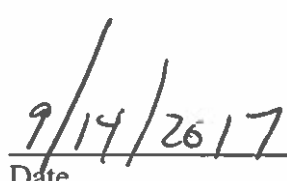
Shalonda Miller
Staff Counsel
National VA Council, AFGE

Date

For the Agency,




Peter J. Shelby
Assistant Secretary for Human Resources
and Administration



Date

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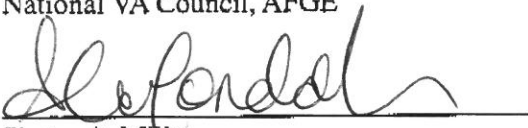
For the Union,



 Mary-Jean Burke
 First Executive Vice President
 Chair, Grievance and Arbitration Committee
 National VA Council, AFGE

9/13/17

 Date



 Shalonda Miller
 Staff Counsel
 National VA Council, AFGE

9/13/17

 Date

For the Agency,

 Peter J. Shelby
 Assistant Secretary for Human Resources
 and Administration

 Date