

**SETTLEMENT AGREEMENT**  
Between  
**DEPARTMENT OF VETERANS AFFAIRS**  
And  
**NATIONAL VETERANS AFFAIRS COUNCIL,**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**  
National Grievance NG-07/25/17  
VISN 7 Realignment

The National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO (Union) and the Department of Veterans Affairs (VA) (collectively referred to as the Parties) hereby agree to settle all disputes arising out of the Union's national grievance, dated July 25, 2017, regarding the realignment of Decision Support System (DSS) employees from the VISN 7 service line to local medical centers in accordance with the following terms and conditions:

**1. Terms of the Settlement**

- A. By execution of this settlement agreement (hereafter referred to as the Agreement), the Union voluntarily withdraws its national grievance dated July 25, 2017, 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 terms of this Agreement. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of its national grievance.
- B. The Parties agree VA will conduct a review of all implementation actions taken within each facility in VISN 7 related to the realignment of Decision Support System employees. If it is determined that local management created changes that impacted working conditions for bargaining unit employees without providing proper bargaining notification to AFGE, VISN leadership will reverse the changes to the impacted bargaining unit employees until all bargaining obligations have been met. This review will be completed within six months of the signature date of this settlement agreement.

**2. Stipulations**

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.

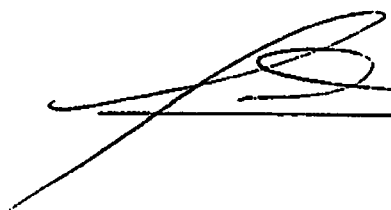
- C. The obligations of the Parties constitute consideration sufficient to render this Agreement enforceable by either party.
- D. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
- E. This Agreement constitutes the entire 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. Either party may submit the Agreement as evidence of withdrawal of the national grievance or as evidence of the unions' waiver of any local actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the national grievance.
- G. The Parties agree to cooperate to effectuate the terms of this Agreement.
- H. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Agreement.
- I. This Agreement may only be modified in writing by the Parties listed below or their representatives.

**For the Agency,**

\_\_\_\_\_  
Leslie Wiggins,  
Network Director – VISN 7

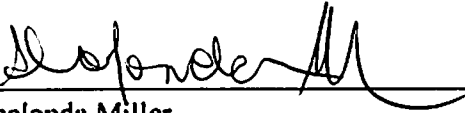
\_\_\_\_\_  
Date

**For the Union,**


  
\_\_\_\_\_

Tatishka J Thomas, President AFGE Local 548  
National VA Council 5th District Representative

10/31/2018  
Date

  
\_\_\_\_\_  
Shalonda Miller  
Staff Counsel, NVAC  
AFGE, AFL-CIO

10/31/18  
Date

  
\_\_\_\_\_  
MJ Burke  
Chair, Grievance and Arbitration Committee  
AFGE, NVAC

10/31/18  
Date