

SETTLEMENT AGREEMENT**Between****Department of Veterans Affairs
and****National Veterans Affairs Council #53,
American Federation of Government Employees, AFL-CIO
National Grievance NG-08/25/16
FRT Choice Overtime and Leave Policies****I. Introduction**

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council #53 ("AFGE/NVAC" or "the Union"), and the Department of Veterans Affairs ("VA" or "the Agency") (collectively referred to as "the Parties"), hereby agree to settle all disputes arising out of NG-8/25/16, which concerns the Agency's failure to notify and bargain over changes to overtime and leave policies affecting Financial Revenue Technicians ("FRTs") assigned to the Choice program.

II. Terms of the Settlement Agreement

- A. By execution of this settlement agreement (hereinafter "the Agreement"), AFGE/NVAC hereby voluntarily withdraws NG-8/25/16, 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.
- B. The Agency hereby agrees to:
- i. To rescind the overtime and leave policies as described in the July 13, 2016 FRT Choice Meeting Agenda (*see* Meeting Agenda attached hereto as Exhibit A) for FR Choice for those employees of CPAC to whom those policies would have applied, and return to the status quo;
 - ii. To fully comply with Articles 21 and 35 of the Master Agreement, including, but not limited to:
 - i. payment of overtime in 15-minute intervals;
 - ii. allow overtime, when approved, when an employee is on leave within the same week;
 - iii. approval of leave without pay (LWOP), when appropriate;
 - iii. To provide NVAC notice and opportunity to bargain over proposed policy changes affecting the working conditions of bargaining employees at two or more locals;
 - iv. To provide AFGE CPAC Local officials notice and opportunity to bargain over changing conditions of employment for FRT Choice employees;


- v. Within forty-five (45) days of the execution of this Agreement, to make whole any bargaining unit employees affected by changes to the overtime and leave policies
Attorney's fees, properly documented, up to \$3,500 will not be disputed, if any employee is eligible for back pay under this Agreement.

III. Stipulations

The Parties further stipulate and agree that:

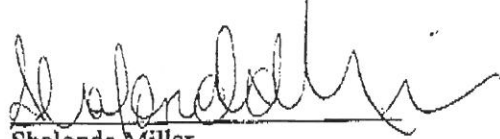
- A. They have entered into this Agreement freely and voluntarily.
- B. They may mutually agree, in writing, to extend any time limits in this Agreement.
- C. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- D. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- 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. No other promises or agreements shall be binding unless placed in writing and signed by the parties.
- F. 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.
- G. 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. 175113-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.
- H. The time limits in this Agreement are measured 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.
- I. 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 Union:



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

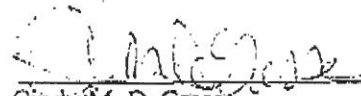
Date: 9/13/17



 Shalonda Miller
 Staff Counsel, NVAC
 AFGE, AFL-CIO

Date: 9/8/17

For the Agency:



 Cindy M. DeGrasse
 Director, Mid-Atlantic CPAC
 Department of Veterans Affairs

Date: 9-8-2017