

SETTLEMENT AGREEMENT

Between

U.S. DEPARTMENT OF VETERANS AFFAIRS

And

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

National Grievance, NG-2/10/20

Dues Deduction

I. Introduction

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (“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 the Union’s National Grievance, dated February 10, 2020 (“NG-2/10/20”), regarding the Agency’s failure to properly withhold union dues for AFGE members during pay period 01 of calendar year 2020 (“PP 2020-01”) and subsequently double-deduct union dues for AFGE members during pay period 03 of calendar year 2020 (“PP 2020-03”).

II. Terms of the Settlement

- A.** By execution of this settlement agreement (the “Agreement”), the Union voluntarily withdraws NG-2/10/20 and waives all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-2/10/20, except for any grievances that may arise by reason of breach of any term of this Agreement.
- B.** The Agency agrees to fully comply with the Federal Service Labor-Management Relations Statute and Article 45 (Dues Withholding) of the Master Agreement.
- C.** The Agency agrees to honor dues allotments for AFGE members as specifically authorized on Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues).
- D.** The Parties have reviewed relevant payroll data and agree that reimbursement will be paid to an agreed-upon list of 3,530 AFGE members in the gross amount of \$73,241.89. Within sixty (60) calendar days of this Agreement, the Agency will reimburse those AFGE members for the double-deduction that occurred during PP 2020-03. Reimbursement will be equal to the amount of dues that should have been deducted in PP 2020-01. Reimbursement will only be made to those individuals who were employed by the Agency as of April 12, 2023. Reimbursement will be made via direct deposit.
- E.** Neither party makes any representation as to the taxability of the reimbursements under this Agreement nor as to the tax treatment that such reimbursements will receive from the Internal Revenue Service.
- F.** Within thirty (30) calendar days of this Agreement, the Agency will pay the Union attorney’s fees in the amount of \$4,000.00 pursuant to the Back Pay Act. VA will issue payment via electronic deposit/check into:

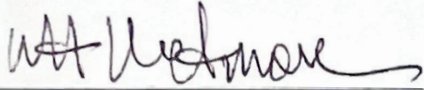


III. Stipulations

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.** They will fulfill their obligations under this Agreement in good faith.
- D.** This Settlement Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- E.** This Agreement constitutes a joint effort by the Parties and should not be construed against any party.
- F.** 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.
- G.** The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- H.** 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.
- I.** They 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.
- J.** All the 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.** Either party may bring a claim in the form of a grievance arising from the breach of any term of this Agreement.

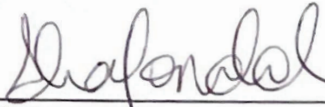
For the Union:



William Wetmore
Chair, Grievance & Arbitration Committee
AFGE/NVAC

4.17.23

Date



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

4/17/23

Date

For the Agency:

GINA GROSSO Digitally signed by GINA GROSSO
Date: 2023.04.18 19:42:07 -04'00'

Gina Grosso
Assistant Secretary, HRA/OSP
U.S. Department of Veterans Affairs

Date

As to form only:



Amber Groghan
Office of the General Counsel
U.S. Department of Veterans Affairs

Date