

SETTLEMENT AGREEMENT

**National Grievance, NG-12/12/2022
NCA Performance Plans
FMCS Case No. 230213-03405**

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (Union) and the Department of Veterans Affairs (Agency) (collectively, the Parties) hereby agree to settle all disputes arising out of the Union's December 12, 2022, National Grievance NG-12/12/2022 (Grievance), alleging the Agency implemented new performance plans (FY23 Performance Plans), without first giving the Union notice, for the following positions within the National Cemetery Administration (NCA): Automotive Mechanic, Automotive Worker, Budget Analyst, Program Analyst, Equipment Operator, Gardner, Heavy Mobile Equipment Mechanic, Heavy Mobile Equipment Repairer, Maintenance Mechanic, Maintenance Worker, Motor Vehicle Operator, Program Specialist, Program Support Assistant, and Tractor Operator (BUEs).

I. Terms of the Settlement

In consideration of the obligations delineated below, the Parties agree to the following terms and conditions:

- A. By execution of this Settlement Agreement (Agreement), the Union voluntarily withdraws its Grievance, and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the Grievance, with the exception of a grievance which may arise by reason of breach of any term of this Agreement.
- B. The Agency agrees to:
 - 1. Revoke the NCA national mandate that placed BUEs on the FY23 Performance Plans; and
 - 2. Return BUEs to the NCA performance plans used during fiscal year 2022 (FY22 Performance Plans).

II. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.
- B. The Agreement constitutes a joint effort by the Parties and should not be construed against any party.
- 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 shall not serve as precedent or past practice for resolving any other matter involving the Agency.

F. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of the Grievance, and there are no other terms or commitments, verbal or written, regarding this settlement. No other promises or agreements shall be binding unless placed in writing and signed by the Parties.

G. The Parties will not institute any legal and/or administrative proceeding in any forum, or any sort, against any other party to this Agreement, based on the claims related to or arising from the allegations underlying this matter, other than in the case of an alleged breach of this Agreement.

H. The Parties agree to fulfill their obligations under this Agreement in good faith.

I. The Agency or the Union may submit this Agreement as evidence of the withdrawal of the Grievance and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.

J. The effective date of this Agreement is the date on which it becomes fully executed.

K. The terms of this Settlement 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 any subsequent proceeding of any nature.

L. The negotiations leading up to this Settlement Agreement, and the data, documents, or information exchanged between the parties in the course of negotiations of this Settlement Agreement may not be offered or introduced as evidence for any purpose.

M. 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.

N. If a binding determination is made that any immaterial term(s) of this Agreement is/are unenforceable, such unenforceability shall not affect any other provisions of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision(s) was/were never contained herein.

O. Effective Date: The effective date of this Settlement Agreement is the date upon which this Settlement Agreement has been signed by all Parties identified below and is the date the Settlement Agreement is deemed executed and effective (a faxed or electronically scanned signature shall be valid as an original).

By their signatures below, the signatories hereby acknowledge and affirm that they have the authority to enter into this Agreement with a complete and thorough understanding of its terms, meaning, and effect and bind their respective principals to the terms herein. The Parties have read this Agreement, and each of the undersigned is signing the Agreement voluntarily and freely, without coercion.

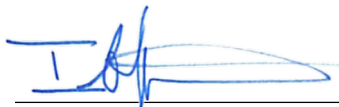
For the Union:

WH Wetmore

WH Wetmore (May 5, 2023 19:52 EDT)

05-05-2023

William Wetmore Date
Chair, Grievance and Arbitration Committee
Third Executive Vice-President
AFGE/NVAC



5/5/23

Ibidun Roberts Date
Counsel, National VA Council, AFGE,
AFL-CIO

For the Agency:

LISA THOMAS

Digitally signed by LISA THOMAS
Date: 2023.05.08 09:05:22 -04'00'

Lisa Thomas Date
Executive Director, Human Capital Management
National Cemetery Administration
U.S. Department of Veterans Affairs

As to Form Only:



5/8/23

Alexandra K. R. Schule Date
Attorney, Office of General Counsel
U.S. Department of Veterans Affairs

Jeffrey E. Whiting

May 8, 2023

Jeffrey Whiting

Date

Attorney, Office of General Counsel

U.S. Department of Veterans Affairs







NG 12-12-22 Draft Settlement Agreement

Final Audit Report

2023-05-05

Created:	2023-05-05
By:	Ibidun Roberts (iroberts@robertslaborlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA64VmAQzOh3Y7Q6BdUByx4xLFqfp-G0EQ

"NG 12-12-22 Draft Settlement Agreement" History

-  Document created by Ibidun Roberts (iroberts@robertslaborlaw.com)
2023-05-05 - 3:07:08 PM GMT - IP address: 100.36.98.5
-  Document emailed to bwetmore@afgenvac.org for signature
2023-05-05 - 3:10:28 PM GMT
-  Email viewed by bwetmore@afgenvac.org
2023-05-05 - 11:52:06 PM GMT - IP address: 100.15.28.94
-  Signer bwetmore@afgenvac.org entered name at signing as WH Wetmore
2023-05-05 - 11:52:52 PM GMT - IP address: 100.15.28.94
-  Document e-signed by WH Wetmore (bwetmore@afgenvac.org)
Signature Date: 2023-05-05 - 11:52:54 PM GMT - Time Source: server - IP address: 100.15.28.94
-  Agreement completed.
2023-05-05 - 11:52:54 PM GMT