

SETTLEMENT AGREEMENT

Between

DEPARTMENT OF VETERANS AFFAIRS

And

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

**Grievance NG-10-21-2022
Violations of Seniority Provisions
FMCS Case No. FMCS Case No. 231205-01607**

I. Preamble

The American Federation of Government Employees, National Veterans Affairs Council (#53) (“NVAC”), American Federation of Government Employees, AFL-CIO (“AFGE”) (the “Union”) and the Department of Veterans Affairs (the “Agency”) (collectively referred to as the “Parties”) hereby agree to settle all disputes arising out of the Union’s National Grievance dated October 21, 2022, alleging the Agency repudiated the Master Agreement and local seniority agreements and past practices for Locals in VISN 19.

II. Terms of the Settlement

A. By execution of this Settlement Agreement (the “Agreement”), the Union voluntarily withdraws its October 21, 2022, National Grievance (“NG-10/271/2022”), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-10/21/2022, with the exception of a grievance which may arise by reason of breach of any term of this Agreement.

B. The Parties agree seniority, as it relates to provisions of the Master Agreement, Local Agreements, and past practices within Veterans Integrated Service Network (“VISN”) 19 Clinical Contact Center (“CCC”), will be determined within the CCC in the following order:

1. First, Service Computation Dates;
2. Second, Entry on Duty Date;
3. Third, Entry on Unit Date.

III. Stipulations

A. The Parties 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 specified above 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 which may be filed.

E. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of NG-10/27/2021, 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.

F. Either party may bring a claim in the form of a grievance for the breach of any term of this Agreement. The Parties agree to fulfill their obligations under this Agreement in good faith.

G. The Agency or the Union may submit this Agreement as evidence of the withdrawal of NG-10/27/2021 and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.

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

I. 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.

(Signatures on following page.)

