

SETTLEMENT AGREEMENT

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 February 13, 2023, National Grievance NG-2/13/2023 (Grievance), alleging, among other things, the Agency unilaterally implemented a change to the arbitration procedures outlined in Article 44 - Arbitration of the Master Collective Bargaining Agreement (MCBA) and did so without fulfilling its bargaining obligations.

I. Terms of the Settlement

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

A. The Parties agree as follows:

1. The Parties agree that the Agency must comply with all statutory and regulatory requirements, including the Federal Acquisition Regulations, the Antideficiency Act as well as applicable vendorization requirements prior to an arbitrator incurring any charge that would obligate the Agency to a payment liability, such as an arbitration hearing, prehearing conference, a decision on a preliminary matter or any type of cancellation fee.

2. The Parties agree that Article 44 of the MCBA between the Department of Veterans Affairs and the American Federation of Government Employees/National Veterans Affairs Council (2023) does not prohibit the Agency and the Union representatives from engaging in discussions related to tentative arbitration hearing or prehearing conference dates before an arbitrator's contract authorization or vendorization is complete.

3. This Settlement Agreement does not change the provisions of Article 44 or any other provision of the MCBA in any way.

B. 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.

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 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.

K. 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.

L. Both Parties accept the terms of this Settlement Agreement as the full settlement and satisfaction of the Grievance. The Parties may submit the Settlement Agreement as evidence of withdrawal of the actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the Grievance.

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. 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:

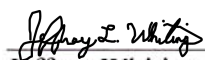
WH Wetmore Sep 26, 2023
WH Wetmore (Sep 26, 2023 18:32 EDT)
William Wetmore, III Date
Chair, Grievance and Arbitration Committee
Third Executive Vice-President
AFGE/NVAC

 9/26/2023
Ibidun Roberts Date
Counsel, National VA Council, AFGE,
AFL-CIO

For the Agency:

Denise Biaggi 9-27-2023
Denise Biaggi-Ayer Date
Executive Director
Office of Labor Management Relations
U.S. Department of Veterans Affairs

As to Form Only:

 9/27/2023
Jeffrey Whiting Date
Attorney, Office of General Counsel
U.S. Department of Veterans Affairs







Settlement Agreement (Final 9.26.23)

Final Audit Report

2023-09-26

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