

SETTLEMENT AGREEMENT
Between
Department of Veterans Affairs
And
National Veterans Affairs Council,
American Federation of Government Employees, AFL-CIO
RE: National Grievance filed June 23, 2015, NG-06/23/15

I. PREAMBLE

1) The United States Department of Veterans Affairs ("VA" or "Agency"), and the National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO ("AFGE" or "Union") (collectively "the Parties"), on behalf of AFGE bargaining unit employees, hereby agree to the terms and conditions set forth in this agreement concerning the settlement and withdraw of the national grievance filed according to Article 43 of the Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees ("Master Agreement") on June 23, 2015. ("National Grievance") alleging a violation of Master Agreement Articles 3 and 4 and Labor Management Forum ("LMF") Charters and addressing joint Master Agreement trainings and LMFs.

II. WITHDRAWAL OF GRIEVANCE

1) Unless otherwise specified in this agreement, as of the date of execution of this agreement, the Union voluntarily withdraws the National Grievance and waives any and all actions, claims, complaints, lawsuits, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any grievances that may arise by reason of breach of any term of this agreement.

2) Notwithstanding the withdrawal in Paragraph II.(1), the parties agree that the Union's alleged violation in the National Grievance referencing a violation of the Department of Veterans Affairs, Veterans Integrated Service Network (VISN) 18, Labor-Management Forum Charter, (7) ("VISN 18 LMF Charter") is severed from this agreement and specifically exempted from the withdrawal clause in Paragraph II(1) above. The parties fully intend for the Union's claim regarding the cancellation of the VISN 18 LMF Charter to remain active and wholly severed from this agreement until either litigated, settled, or withdrawn. Nothing in this agreement should be construed to withdraw or dismiss the Union's claim regarding the cancellation of the VISN 18 LMF Charter.


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III. TERMS OF AGREEMENT

By execution of this agreement, the Parties agree to the following:

- 1) **Labor Management Forums**
 - a. The Parties shall reschedule one additional face-to-face LMF for VISN 8 during a time mutually agreeable based on the parties' availability within fiscal year 2016.
 - b. The Agency agrees to bear the travel and per diem expenses of bargaining unit members involved in the VISN 8 LMF, to the extent permitted under the Federal Travel Regulations.
 - c. The VISN 8 LMF scheduled under Paragraph III(1)(a) shall not count towards, or take the place of, any LMF meeting required by the Master Agreement or any supplement or charter in fiscal year 2016, and shall be in addition to any such required LMF meetings.
 - d. The Parties shall hold a total of five face-to-face LMFs for VISN 6 within fiscal year 2016. Two of these face-to-face LMFs will consist of three-day sessions. The other three face-to-face LMFs in fiscal year 2016 will be held for an appropriate length of time agreed upon by the parties that is sufficient to complete the agreed upon agenda items.
 - e. The Agency agrees to bear the travel and per diem expenses of bargaining unit members involved in the VISN 6 LMF, to the extent permitted under the Federal Travel Regulations.
 - f. The VISN 6 face-to-face LMFs scheduled under Paragraph III(1)(d) take the place of the LMFs required by the Master Agreement or any supplement or charter in fiscal year 2016.

- 2) **Joint Master Agreement Trainings**
 - a. The Parties shall reschedule a Joint Labor-Management and Master Agreement Training, Lebanon Pennsylvania at a mutually agreeable time based off the parties' availability.
 - b. This rescheduled training is in addition to, and does not take the place of any, trainings required by the Master Agreement or any supplement or charter in fiscal year 2016.
 - c. The Agency agrees to bear the cost of the rescheduled joint training listed in Paragraph III(2).

- 3) **Future LMFs and Trainings Required Under the Master Agreement or any Supplement or Charter**
 - a. The Parties do not condone the cancellation of LMFs and Trainings that are required by the Master Agreement or any supplement or charter. The Parties agree to, and intend to abide by, the Master Agreement and all supplements and charters in the future.


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IV. STIPULATIONS

The Parties further stipulate and agree that:

- 1) They have entered into this agreement freely and voluntarily
- 2) The Parties may mutually agree in writing to extend any time limits in this agreement.
- 3) This agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- 4) This agreement constitutes a joint effort by the parties and should not be construed against any party.
- 5) The terms of this agreement, 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.
- 6) The obligations of the Parties specified above constitute consideration sufficient to render this agreement enforceable by either party.
- 7) 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.
- 8) The Agency or the Union may submit this 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.
- 9) Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this agreement.
- 10) All 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.

 
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11) The "date of execution" of this agreement is the date upon which this agreement has been signed by all Parties' officials noted below.

For the Union

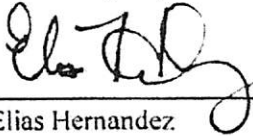


April L. Fuller, Esquire
Legal Rights Attorney
American Federation of Government Employees

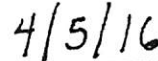


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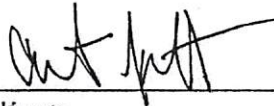
For the Agency



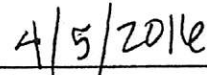
Elias Hernandez
Chief Officer, Workforce Management and Consulting
Veterans Health Administration
U.S. Department of Veterans Affairs



Date



Christina Knott
Attorney
Office of the General Counsel
U.S. Department of Veterans Affairs
As to Form Only



Date


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