

SETTLEMENT AGREEMENT

Between

DEPARTMENT OF VETERANS AFFAIRS

And

**NATIONAL VETERANS AFFAIRS COUNCIL,
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO
National Grievance NG-7/30/12
Dual Monitors for Skills Certification Testing**

I. Introduction

The National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO ("Union") and the Department of Veterans Affairs ("VA" or "Agency") (collectively referred to as "the Parties") hereby agree to settle all disputes arising out of the Union's National Grievance, dated July 30, 2012, regarding the use of dual computer monitors for Skills Certification testing for Veterans Benefits Administration ("VBA") employees using dual computer monitors during the regular work day.

II. Terms of the Settlement

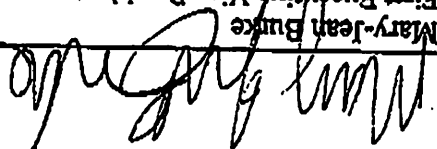
- A. By execution of this settlement agreement (hereinafter referred to as "the Agreement"), the Union voluntarily withdraws its National Grievance, dated July 30, 2012, and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the National Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Agreement. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal of its National Grievance.
- B. The Agency agrees to fully comply with Article 67 of the Master Agreement, entitled "Skills Certification."
- C. The Agency agrees to provide, for purposes of Skills Certification testing, dual computer monitors to employees who use dual computer monitors during the work day, including Veterans Service Representatives ("VSRs") and Rating Veterans Service Representatives ("RVSRs"). As of the date of the signing of this Agreement, the Parties are not aware of any employee being denied use of a dual monitor for Skills Certification testing.

III. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.
- B. This Agreement does not constitute an admission of guilt, faulty, or wrongdoing by either party.

- C. The obligations of the Parties specific 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 that may be filed.
- E. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of the National Grievance, dated July 30, 2012, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
- F. Either party may bring a claim in the form of a grievance arising from the breach of any term of this Agreement.
- G. This Agreement may not be modified, except by a written agreement signed by the Parties.

For the Union:


 Mary-Jean Burke
 First Executive Vice President
 Chair, Grievance and Arbitration Committee
 National VA Council, AFGE

Date

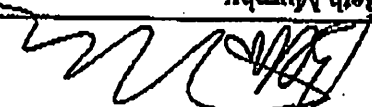
5/16/17

Thomas Dargon, Jr.
 Staff Counsel
 National VA Council, AFGE

Date

5/16/17


For the Agency:


 Beth Murphy
 Director, Compensation Service
 Veterans Benefits Administration

Date

4/17/2017

Douglas Huth
Attorney-Advisor
Office of Labor-Management Relations
Department of Veterans Affairs



Date

5/02/2013