

SETTLEMENT AGREEMENT
Between
DEPARTMENT OF VETERANS AFFAIRS
And
NATIONAL VETERANS AFFAIRS COUNCIL,
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

National Grievance, NG-8/10/18
Article 43: Local Grievances

I. Introduction

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (“the Union”) and the Department of Veterans Affairs (“VA” or “the Agency”) (collectively referred to as “the Parties”) hereby agree to settle all disputes arising out of the Union’s National Grievance, dated August 10, 2018, regarding the Agency’s alleged failure to process local grievances related to the implementation of Executive Order 13837, “Ensuring Transparency, Accountability and Efficiency in Taxpayer Funded Union Time Use.”

II. Terms of the Settlement

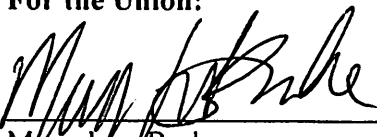
- A. By execution of this Settlement Agreement (“the Agreement”), the Union voluntarily withdraws its National Grievance, dated August 10, 2018, and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the National Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. The Agency agrees to process local grievances in accordance with Article 43 (Grievance Procedure) of the 2011 Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees.

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.
- 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 NG-8/10/18, 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 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.
- H. The Agency or the Union may submit the Agreement as evidence of withdrawal of the National Grievance and all actions, claims, complainants, grievances, appeals or proceedings of whatever nature arising from the allegations contained in NG-8/10/18.
- I. The effective date of this Agreement is the date on which this Agreement has been signed by the Union and Agency Officials noted below.
- J. 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, 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.
- K. For purposes of this Agreement, the Union's designated representative is Thomas Dargon, Jr., Staff Counsel (NVAC), AFGE Office of the General Counsel.

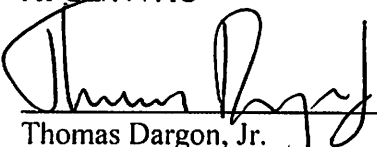
For the Union:



 Mary-Jean Burke
 Chair, Grievance & Arbitration Committee
 AFGE/NVAC

5/21/19

 Date

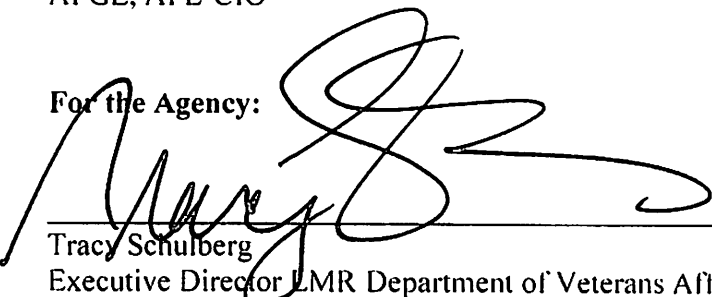


 Thomas Dargon, Jr.
 Staff Counsel, National VA Council
 AFGE, AFL-CIO

5/21/19

 Date

For the Agency:



 Tracy Schulberg
 Executive Director LMR Department of Veterans Affairs

5/13/19

 Date

Linda A. Weeden-
 Harris 168407

Digitally signed by Linda A.
 Weeden-Harris 168407
 Date: 2019.05.17 11:34:27 -04'00'

 Linda A. Weeden-Harris
 Attorney
 Office of General Counsel
 U.S. Department of Veterans Affairs
 As to Form Only

 Date