

SETTLEMENT AGREEMENT
Between
Department of Veterans Affairs
and
National Veterans Affairs Council #53,
American Federation of Government Employees, AFL-CIO
RE: National Grievance filed on February 28, 2019 (“NG-02/28/19”)

I. Preamble

American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council #53 (“AFGE/NVAC” or “the Union”), and the Department of Veterans Affairs (“VA” or “the Agency”) (collectively, “the Parties”), hereby agree to settle all disputes arising out of NG-02/28/19, which concerns Veterans Benefits Administration (VBA) Policy Letter 20-19-04.

II. Withdrawal of National Grievance

As of the date of execution of this Agreement, AFGE/NVAC hereby voluntarily withdraws NG-02/28/19, and the associated request for arbitration.

AFGE/NVAC hereby waives any and all actions, claims, unfair labor practice charges, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in NG-02/28/19, with the exception of any claims that may arise by reason of breach of any term of this Agreement.

III. Terms of Agreement

By execution of this Settlement Agreement (“Agreement”), the Parties have agreed to the following:

- A. The VBA will rescind Policy Letter 20-19-04 dated February 7, 2019, within 21 days of the date of execution of this Agreement.
- B. VBA agrees to comply with its bargaining obligations in any future reduction in meals and incidental per diem under Federal Travel Regulations.

IV. Stipulations

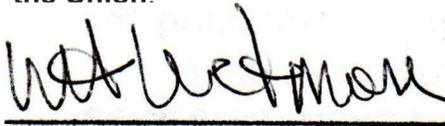
The Parties further stipulate and agree that:

- A. They have entered into this Agreement freely and voluntarily.
- B. They may mutually agree, in writing, to extend any time limits in this Agreement.
- C. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- D. The Agreement constitutes a joint effort by the Parties and should not be construed against any party.
- E. 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.

- F. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- G. 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.
- H. The Agency or the Union may submit the 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.
- I. If either party alleges a breach of any term of this Agreement, the party alleging breach may seek reinstatement of this arbitration. The party alleging breach will not be required to file a new national grievance to pursue a breach of this Agreement. The party alleging breach will request an arbitrator panel from FMCS and the parties will choose an arbitrator in the usual manner. If there is a dispute as to whether the terms of this Agreement were breached, the arbitrator will be requested to first decide whether a breach occurred and whether the arbitration should be reinstated.
- J. 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.
- K. The "date of execution" of this Agreement is the date upon which this Agreement has been signed by the Union and Agency officials noted below.

For the Union:



William Wetmore
Chair, Grievance & Arbitration Committee
AFGE/NVAC

Date: 12.15.20

For the Agency:



Paul Lawrence, Ph.D.
Under Secretary for Benefits
Department of Veterans Affairs

Date: 12-15-2020