

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

National Grievance, NG-11/15/18
714 Pre-hearing Submissions
FMCS Case No. 190110-03185
0-AR-5536

I. Introduction

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (“AFGE” or “Union”), and the Department of Veterans Affairs (“VA” or “Department”), (collectively “the Parties”), hereby agree to settle all disputes arising out of the Union’s National Grievance, dated November 15, 2018, which alleged that the Department unilaterally implemented a change to the arbitration process by submitting pre-hearing submissions to arbitrators concerning Section 714 of the Accountability Act.

II. Terms of the Settlement

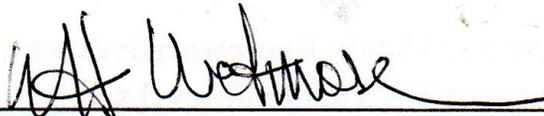
- a. By execution of this settlement agreement (“Agreement”) the Union voluntarily withdraws its November 15, 2018 National Grievance (“NG-11/15/18”), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-11/15/18, with the exception of any grievances or complaints that may arise by reason of breach of any term of this Agreement.
- b. As of the execution of this Agreement, the Department will cease and desist the unilateral submission of its synopsis of 38 U.S.C. § 714 in a pre-hearing brief submission format, as described in the Arbitrator’s award in F.M.C.S. Case No. 190110-03185. If any unilateral prehearing submissions are pending, the Department will rescind the submission, or the Union may use this Agreement as evidence of the rescission of the submission. The VA further affirms its recognition and intent to comply with its obligations under the Federal Service Labor Management Relations Statute and the Master Agreement.

III. Stipulations

- a. The Parties have entered into this Agreement freely and voluntarily.
- b. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by either Party.

- c. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- d. Either Party may submit the Agreement as evidence of waiver of any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising out of the underlying facts and circumstances that form the basis of NG-11/15/18.
- e. This Agreement constitutes a joint effort by the Parties and should not be construed against either Party.
- f. This Agreement shall not serve as precedent for resolving any other complains, grievances, appeals, or actions that may be filed.
- g. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of NG-11/15/18, and there are no other terms or commitments, verbal or written, regarding this settlement.
- h. Either party may bring a claim in the form of a grievance or unfair labor practice charge for the breach of any term of this Agreement. The Parties agree to fulfil their obligations under this Agreement in good faith.
- i. This Agreement may not be modified, except by a written agreement signed by the Parties.
- j. The effective date of this Agreement is the date on which it becomes fully executed.

For the Union:



 William Wetmore
 Chairperson, AFGE/NVAC Grievance & Arbitration Committee
 AFGE, AFL-CIO

6-15-21

 Date



 Ibidun Roberts
 Roberts Labor Law and Consulting, L.L.C.

6/16/2021

 Date

For the Department:



 Brent Pope, Deputy General Counsel, Legal Operations

6/24/21

 Date