Settlement Agreement
AFGE National Grievance (August 19, 2011)

The National Veterans Affairs Council #53, American Federation of Government Employees ("AFGE" or the "Union") and the Department of Veterans Affairs (the "Department") hereby agree to settle all disputes arising out of AFGE's National Grievance, dated August 19, 2011, concerning the Department's compliance with the Memorandum of Understanding involving USA Staffing, in accordance with the following terms and conditions:

I. Withdrawal of National Grievance:

By execution of this settlement agreement ("Settlement Agreement"), AFGE voluntarily withdraws the National Grievance 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 grievance that may arise by reason of breach of any term of this Settlement Agreement. AFGE agrees to promptly provide any document or take any other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

II. Terms of the Settlement:

By execution of this Settlement Agreement, AFGE and the Department (collectively the "parties") agree as follows:

1. The Department will notify each VA facility in a separate written notice that, consistent with the parties' MOU on USA Staffing (March 30, 2010), each facility must continue to accept and process paper (manual) applications. "Process" means that employees can drop off completed paper applications and the applications will be added to USA Staffing by facility personnel. Depending upon the facility, the application my be scanned, faxed, or otherwise added to USA Staffing. The notice to facilities will be issued no later than fourteen calendar days from the effective date of this Settlement Agreement.

2. AFGE bargaining unit employees will continue to receive the opportunity to train on various aspects of USA Staffing through regular Webinars and other online training.

3. AFGE Union officials will be afforded the opportunity to attend a special, tailored USA Staffing course (three or three and one-half days) in lieu of the one-week training course referenced in Section 2(h) of the MOU on USA Staffing (March 30, 2010). The tailored

course will be offered at various times in different cities across the country. The training will be available on duty time and at the Department's expense. A copy of the training agenda is attached to this Settlement Agreement. Notice of upcoming dates and locations will be provided to AFGE on a regular basis.

4. In addition to the information set out in Section 2(g) of the MOU on USA Staffing (March 30, 2010), the Department will provide on a quarterly basis an accounting of system enhancements requested during the quarter by the Department from OPM, the OPM response to the Department's requests, and a summary or link to OPM enhancements to USA Staffing. A copy of the Department's quarterly update for October–December, 2011 is attached to this Settlement Agreement.

5. Within sixty calendar days of the effective date of this Settlement Agreement, the Department will provide the information set out in Section 2(g) of the MOU on USA Staffing (March 30, 2010) for the period beginning March 30, 2010 and ending September 30, 2011.

III. Stipulations:

1. The parties have entered into this Settlement Agreement freely and voluntarily.

2. This Settlement Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.

3. The obligations of the parties specified above constitute consideration sufficient to render this Settlement Agreement enforceable by either party.

4. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.

5. This Settlement 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.

6. The Union or the Department may submit this Settlement Agreement and Waiver as evidence of the termination of the National Grievances or as evidence of waiver of any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the National Grievance.

7. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.

8. All deadlines in this Settlement Agreement may be extended by mutual agreement of the parties.

9. This Settlement Agreement may not be modified, except by a written agreement signed by both parties.

For the Union

DATE: 2/21/2012

For the Department

DATE: 2/27/2012