

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the American Federation of Government Employees, National Veterans Affairs Council 53 ("NVAC" or "Union"), and the Department of Veterans Affairs ("VA" or "Agency") (collectively, "the parties") in regard to the National Grievance filed by NVAC on December 28, 2011, claiming that VA failed to comply with Article 9 of the VA-AFGE Master Agreement "concerning the inaccuracy of position descriptions and abuse of management discretion in classification" ("National Grievance"). This Agreement resolves any and all claims stemming from, arising out of, or related to the facts underlying the National Grievance.

### **1. Submission of Supporting Documentation**

Within thirty (30) days of the parties' execution of this Agreement, the Designated Union Representative, Ami Pendergrass, will submit the following documentation to Adam Garcia, in the VA Office of Human Resources Management ("OHRM"), Compensation and Classification Service:

- a. A list that identifies the Pay Technicians currently graded GS-544-06, at the Salem VA Medical Center and Central Texas Healthcare System in Temple, TX for whom the Union is requesting a classification review; and,
- b. A position description with the accompanying supervisor signed position description cover sheet (OF-8) notating the number of employees assigned to that position description

### **2. Classification Review by OHRM Compensation and Classification Service**

- a. A Staff Member, at the full performance level, in the OHRM Compensation and Classification Service will initiate a classification review of the at-issue Pay Technicians' position descriptions within thirty (30) days of receipt of the documentation identified in Paragraph 1 of this Agreement.
- b. The Compensation and Classification Service Staff Member may request additional information (e.g., position description, organizational chart, a signed statement from the supervisor/employee, information concerning the performance of higher graded duties, etc.) from the at-issue Pay Technicians, Management, and/or the Designated Union Representative to assist with the classification review. The Compensation and Classification Service Staff Member may perform a group desk audit for Pay Technicians on identical position descriptions, if necessary.
- c. The Compensation and Classification Service Staff Member's Position Classification Evaluation Statement for the at-issue Pay Technicians' position descriptions will be reviewed by the OHRM Compensation and Classification Team Leader prior to being issued to the at-issue Pay Technicians.

### **3. Withdrawal of National Grievance**

By execution of this Agreement, the Union voluntarily withdraws the National Grievance dated December 28, 2011 and waives any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

### **4. Attorneys' Fees and Costs**

VA and NVAC agree to pay their own attorney fees and costs.

### **5. Authority of Parties**

The parties agree that they have full authority to enter into this Agreement and to make the promises, obligations and considerations contained herein.

### **6. Stipulations**

The parties further stipulate and agree that:

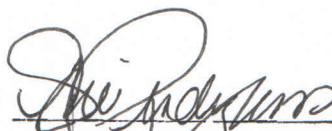
- a. The parties have entered into this Agreement freely and voluntarily.
- b. This Agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
- c. The obligations of the parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- d. 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 this National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of this National Grievance.
- f. The Agency or the Union may submit this Agreement as evidence of withdrawal of the National Grievance or as evidence of AFGE's waiver of any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in this National Grievance.
- g. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Agreement.

h. This Agreement may not be modified except by a written agreement signed by the undersigned herein.



**Adam Garcia**  
**For the Agency**

Date: 6/4/2013



**Ami Pendergrass**  
**For the Union**

Date: 6/4/2013