

**SETTLEMENT AGREEMENT**

Between

**DEPARTMENT OF VETERANS AFFAIRS**

And

**NATIONAL VETERANS AFFAIRS COUNCIL,  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO  
National Grievance NG-05/26/15****Re: Promotions of Licensed Practical Nurses and Licensed Vocational Nurses**

The National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO (Union) and the Department of Veterans Affairs (VA) (collectively referred to as the Parties) hereby agree to settle all disputes arising out of the Union's national grievance dated May 26, 2015, regarding the promotions of Licensed Practical Nurses (LPN) and Licensed Vocational Nurses (LVN), in accordance with the following terms and conditions:

**1. Terms of the Settlement**

A. By execution of this settlement agreement (hereafter referred to as the Agreement), the Union voluntarily withdraws its national grievance dated May 26, 2015, 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. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of its national grievance.

B. Within 60 days from the date this Agreement is signed by the Parties, the Veterans Health Administration (VHA) will issue a reminder to its facilities about the promotion procedures and requirements specified in Sections 3 and 5 of Article 56 of the Master Agreement between the Union and VA (hereafter referred to as the Master Agreement).

C. VA agrees to review its LPN and LVN promotion procedures and make any necessary adjustments to ensure ongoing compliance with VA policy.

D. Within 180 days from the date this Agreement is signed by the Parties, VHA will audit its facilities to ensure compliance with Sections 3 and 5 of Article 56 of the Master Agreement.

E. Within 180 days from the date this Agreement is signed by the Parties, VA will take the following actions for LPNs and LVNs employed below their full performance level at VHA facilities that were not in compliance with Sections 3(B)-3(D) or Section 5(A) of Article 56 of the Master Agreement at or prior to the date that this Agreement is executed:

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1. LPNs and LVNs who were performing at or above the fully satisfactory level in calendar year 2014 will be promoted to the next performance level, as long as that level does not exceed the employee's full performance level, on either the date that the employee was eligible for promotion in calendar year 2014, or January 1, 2014, whichever is later.
  2. LPNs and LVNs who were performing at or above the fully satisfactory level in calendar year 2015 will be promoted to the next performance level, as long as that level does not exceed the employee's full performance level, on the date that the employee was eligible for promotion in calendar year 2015. This includes LPNs and LVNs who were promoted to less than their full performance level under paragraph 1(E)(1) of this Agreement in 2014.
  3. Promotions made under paragraph 1(E) of this Agreement will include back pay and locality pay for the employee back to the date of promotion.
- F. LPNs and LVNs who are promoted to the full performance level under paragraph 1(E) of this Agreement will also be placed at the appropriate step according to any within grade increases for which they were owed during calendar years 2014 and 2015.
- G. VA will review all promotions of LPNs and LVNs, who have not been promoted above their full performance level, effected from January 1, 2014 through the date of execution of this Agreement, at VA medical centers in Las Vegas, Nevada, and Tampa, Florida, to determine whether the employee was entitled to a promotion of grade or step (within grade increase) at an earlier date in calendar years 2014 and 2015. If the LPN or LVN was eligible for a promotion in either calendar year, VA will retroactively promote the employee, with back pay, in accordance with terms specified in paragraph 1(E) of this Agreement. A promotion made under this paragraph will not exceed the employee's full performance level.
- H. Promotions under paragraphs 1(E) through 1(G) of this Agreement may not be grieved by the Union or its members under Article 43 of the Master Agreement.
- I. The Union voluntarily waives, on its behalf and those of its members, any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from a failure to promote an LPN or LVN prior to the date of promotion specified under paragraphs 1(E) through 1(G) of this Agreement, with the exception of any action, claims, complaints, grievances, appeals, or proceedings arising from the enforcement of this Agreement.
- J. VA will pay the following costs as part of this Agreement:
1. Any and all Arbitrator fees and costs associated with the scheduling and cancellation of this grievance arbitration; and

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2. Union attorney fees in the amount of \$11,577.00 within sixty (60) business days of the execution of this Agreement. The Agency will issue payment via electronic deposit/check into:

American Federation of Government Employees-Legal Representation Fund  
Wachovia Bank  
1753 Pinnacle Drive  
McLean, VA 22102  
Account Number: 4380248986  
Routing Transfer Number: 054001220  
CAGE Code: 490Z5  
Tax Identification Number: 53-0025740.

2. Stipulations

The Parties stipulate that:

- A. They 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 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 the national grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the national grievance.
- F. Either party may submit the Agreement as evidence of withdrawal of the national grievance or as evidence of the union's waiver of any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the national grievance.
- G. The parties agree to cooperate to effectuate the terms of this Agreement.
- H. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Agreement.
- I. This Agreement may only be modified in writing by the Parties listed below or their representatives.

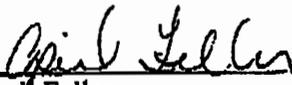
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For the Union



Mary-Jean Burke  
First Executive Vice President  
Chair, Grievance and Arbitration Committee  
National VA Council, AFGE

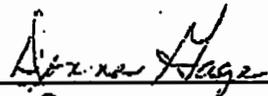
12/14/15  
Date



April Fuller  
Legal Rights Attorney  
General Counsel's Office  
American Federation of Government Employees

12/14/15  
Date

For the Department of Veterans Affairs (VA)



Donna Gage  
Chief Nursing Officer  
Veterans Health Administration  
U.S. Department of Veterans Affairs

12/14/15  
Date