

SETTLEMENT AGREEMENT

The National VA Council-American Federation of Government Employees ("AFGE" or "the Union") and the Veterans Benefit Administration ("VBA" or "the Agency") hereby agree to settle all disputes arising out of AFGE's National Grievance over the National Veterans Service Representative Performance Standards.

I. Withdrawal of Grievance

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

II. Terms of Settlement

By execution of this Agreement, AFGE and the Agency (collectively the "parties") have agreed to the following:

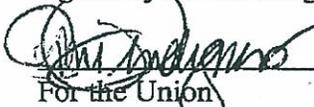
- A. Within thirty (30) days of the execution of this agreement, the Agency will notify all field offices in writing (email is acceptable) of its recession of OFO letter 20F-10-04 to the extent that Letter 20F-10-04 allows for bargaining with AFGE at the local level with respect to the current national VSR Performance Standards. The implementation of any local current national VSR Performance Standards (with the exclusion of the element of timeliness) that were negotiated as a result of Letter 20F-10-04 will be rescinded and the standards referenced in the March 2010 MOU will be implemented retroactive to the date of the signing of the March 2010 MOU.
- B. The Agency will comply with Article 26, Section 5 (I) of the Master Agreement. The Agency will notify AFGE at the national level of any request to reopen the March 2010 MOU or to propose new national VSR standards, and will meet its labor obligations with AFGE at the national level.
- C. Within thirty (30) days of execution of this Agreement, the Agency will confirm in writing to AFGE that the two employees in the St. Paul Regional Office who were impacted by a change in standards have been returned to the status quo; including returning their production standards to the national level retroactive to October 1, 2010, and granting career ladder promotions to November 21, 2010 and December 5, 2010, the first dates on which the two employees were respectively eligible for promotion. Within thirty (30) days of execution of this Agreement, AFGE will provide the names of any additional employees, if any,

that may have been impacted by OFO Letter 20F-10-04 to the extent that Letter 20F-10-04 allows for bargaining with AFGE at the local level with respect to the current national VSR Performance Standards. The Agency agrees to, within a reasonable amount of time, to make whole all employees identified to include expungment of any performance plan, and provision of in-grade or career ladder promotion if such action were directly related to the implementation of the OFO Letter 20F-10-04. At the time of the thirty day notification, the Parties agree to set a time limit for resolution of the matter outlined in this paragraph.

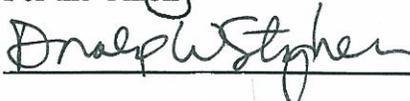
III. Stipulations

The parties further stipulate and agree that:

- A. The parties have entered into this Settlement Agreement freely and voluntarily.
- B. This Settlement 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 Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.
- E. 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.
- 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 the 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 Settlement Agreement.
- H. This Settlement Agreement may not be modified except by a written agreement signed by the undersigned herein.


For the Union

Date: 3/13/2011


For the Agency

Date: 3/18/2011