

SETTLEMENT AGREEMENT
National Grievance – 10/12/2011
Failure to Comply with Article 47,
Sections 4(B), 2(A) & 2(B)

The National Veterans Affairs Council – American Federation of Government Employees (“AFGE” or the “Union”) and the Department of Veterans Affairs (“Agency”) hereby agrees to settle all disputes arising out of the AFGE’s National Grievance 10/12/2011, *Failure to Comply with Article 47, Sections 4(B), 2(A) & 2(B)*, in accordance with the following terms and conditions:

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 the Settlement:

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

1. The Agency agrees to comply with Article 47, Section 4, Para. B, specifically, “Proposed changes in personnel policies, practices or working conditions affecting the interests of two or more local unions within a facility shall require notice to a party designated by the NVAC President with a copy to the affected local unions.” The current designee is NVAC Second Executive Vice-President Oscar Williams.

III. Stipulations:

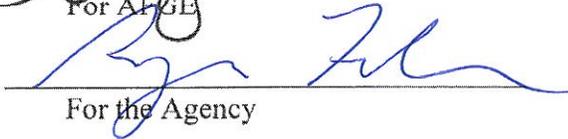
1. The parties have entered into this Settlement Agreement freely and voluntarily.
2. This Settlement Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
3. The obligations of the parties specified above constitute consideration sufficient to render this Settlement 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. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.
7. This Settlement Agreement may not be modified, except by a written agreement signed by the undersigned herein:



For AFGE

DATE: 5/23/2012



For the Agency

DATE: 5/24/2012