

**SETTLEMENT AGREEMENT**

**Between**

**DEPARTMENT OF VETERANS AFFAIRS**

**And**

**NATIONAL VETERANS AFFAIRS COUNCIL,  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**

**National Grievance NG-7/25/2017  
Changes to VSR Performance Standards**

**I. Introduction**

The American Federation of Government Employees, National Veterans Affairs Council #53 (the "Union") and the Department of Veterans Affairs ("the Agency") (collectively, the "Parties") hereby agree to settle all disputes arising out of the Union's National Grievance dated July 25, 2017 (the "National Grievance"), alleging violations of Article 27 and 47 of the 2011 Master Agreement between the Parties ("Master Agreement") and violation of an April 6, 2017 MOU entitled "Veterans Service Representatives Performance Standards," in accordance with the following terms and conditions (the "Agreement"):

**II. Withdrawal of Grievance**

By execution of this Agreement, the Union voluntarily withdraws the National Grievance with prejudice. Except as otherwise allowed in Section IV of this Agreement, the Union further waives any right to initiate any future litigation or appeal arising from the facts and circumstances that gave rise to the National Grievance. The Union does not waive the right to file a grievance or initiate other appropriate litigation to enforce the terms of this Agreement.

**III. No further initiation of adverse action<sup>1</sup> premised on FY2017 performance**

The Agency has determined that it is in its best interest to decline to issue any new adverse actions premised in whole or in part on deficient performance of work completed during FY2017 (October 1, 2016 – September 30, 2017). In accordance with that determination, the Agency agrees not to propose any future adverse actions against any Veterans Service Representative that are premised, in whole or in part, on deficient performance of work completed during FY2017. This Agreement does not limit in any way the Agency's right to take performance based actions against VSRs for work performed after September 30, 2017. For example, this Agreement does not limit the Agency's ability to enforce any Last Chance Agreements currently in place for FY2017. This Agreement does not limit the Agency's right to initiate proposed discipline for conduct-related offenses committed by a VSR during FY2017.

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<sup>1</sup> For the purposes of this Agreement "adverse action" means a removal, demotion, reduction in grade or pay, suspension, or furlough.

#### **IV. Non-severability**

If any material term of this Agreement is found to be illegal or unenforceable the Parties intend that this Agreement may be terminated by written notice to the other party. Disputes regarding the legality of any material terms of the Agreement shall be subject to the arbitration provisions of the Master Agreement.

#### **V. Stipulations**

The parties further stipulate and agree that:

- A. They have entered into this Agreement freely and voluntarily.
- B. This Agreement does not constitute an admission of guilt, faulty, 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, and the Memorandum of Understanding between the parties entitled "VSR Performance Standards – Modifications to Element 3 (Output)" executed on January 10, 2018, constitutes the entire understanding between the Parties regarding the resolution and settlement of NG-7/25/17, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
- F. Either party may bring a claim in the form of a grievance arising from the breach of any term of this Agreement.
- G. This Agreement may not be modified, except by a written agreement signed by the Parties.

**[Remainder of page left blank intentionally]**

**For the Agency:**

Willie C. Clark, Sr. 03/13/18

Willie C. Clark, Sr.  
Deputy Under Secretary for  
Field Operations  
Veterans Benefits Administration

Date

**For the Union:**

Mary-Jean Burke 3/13/18

Mary-Jean Burke  
NVAC First Executive Vice-President  
Chairperson  
NVAC Grievance and Arbitration Committee

Date

Michael A. Gillman 3/13/18

Michael A. Gillman  
Staff Counsel, NVAC  
AFGE, AFL-CIO

Date