

American Federation of Government Employees, AFL-CIO, Union,)	
)	
)	Issue: IVOL Grievances
and)	
)	Date: _____ February 6 _____, 2015
Social Security Administration, Agency.)	
)	

SETTLEMENT AGREEMENT

By signature of the authorized officials below, the Social Security Administration (SSA) and the American Federation of Government Employees (AFGE), on behalf of the individual grievants identified below, (together, the Parties) enter into this Settlement Agreement to resolve the above-captioned and below described matters.

1. AFGE agrees that by signing this Settlement Agreement, it withdraws and dismisses with prejudice all pending Internal Vacancies On-Line (IVOL) grievances filed by or on behalf of bargaining unit employees in accordance with the relief granted in an August 10, 2009 arbitration decision (BW-2008-R-0111), as modified by the Federal Labor Relations Authority (FLRA) on March 30, 2012 (66 F.L.R.A. 569). AFGE also withdraws and dismisses the Union Management Grievance (UMG) filed on May 10, 2012 (GC-UMG 12-01). The individual grievances filed by or on behalf of bargaining unit employees and the UMG shall be collectively referred to as the "IVOL Grievances." AFGE agrees that by signing this Settlement Agreement, it withdraws and dismisses with prejudice any other complaints, grievances, administrative or judicial actions that were filed prior to the effective date of this Settlement Agreement and based on the relief granted in the arbitration and FLRA decisions identified above. AFGE represents that it will not file or

submit any future complaints, grievances, administrative or judicial actions based on the relief granted in the arbitration and FLRA decisions identified above with any administrative agency, arbitrator, court, or legislative body.

2. The agency agrees to the following:

(a) SSA agrees to pay a total of \$1,125,000 (One Million, One Hundred Twenty-Five Thousand Dollars) to be divided equally among all eligible grievants, regardless of the number of IVOL grievances filed by an individual grievant.

(b) "Eligible grievants" are individual grievants who meet the following conditions:

1. An eligible grievant must have filed at least one IVOL grievance by May 14, 2012 listing at least one IVOL application pursuant to Paragraph 2(b)(2) below.
2. An eligible grievant must have applied for at least one AFGE bargaining unit vacancy utilizing IVOL during the period from November 13, 2007 (the implementation date for IVOL) through March 30, 2012 (the date of the FLRA decision). Any grievant who did not identify a specific vacancy announcement number, or a description of the position applied for, in his/her grievance will have 60 days from the effective date of this agreement to provide this information. The failure to provide a qualifying vacancy announcement number, or a description of the position applied for, will render the grievant ineligible to receive a proportional share of the settlement proceeds.

3. An eligible grievant must be a current SSA employee in an AFGE bargaining unit position as of September 30, 2014. A grievant temporarily detailed to a position outside of the AFGE bargaining unit as of September 30, 2014 will remain eligible if his/her position of record remains an AFGE bargaining unit position.
 4. Any otherwise eligible grievant involuntarily removed from SSA as of September 30, 2014 may become eligible if such removal is reversed in the course of litigation or settlement and the grievant is restored to an AFGE bargaining unit position.
 5. Any otherwise eligible grievant who raised a claim of age discrimination in his/her grievance must sign an individual release of such a claim in order to receive a proportional share of the settlement proceeds. The individual release must be submitted to SSA within 60 days of the effective date of this Settlement Agreement. The individual release will inform a grievant alleging age discrimination of his/her rights under the Older Workers Benefit Protection Act (OWBPA). A template for the individual release is attached hereto as Exhibit A.
- (c) SSA agrees to calculate the proportional share of the settlement proceeds due to each eligible grievant within a reasonable period of time after expiration of the 60-day period to submit vacancy announcement numbers, or a description of the position

applied for, and individual releases as contemplated by Paragraphs 2(b)(2) and 2(b)(5).

3. AFGE agrees to the following:

(a) The execution of this Settlement Agreement constitutes dismissal of the IVOL Grievances identified above.

(b) AFGE will promptly notify all potentially eligible grievants of the terms of this settlement agreement, including the requirement to submit a vacancy announcement number, or a description of the position applied for, as necessary under Paragraph 2(b)(2).

(c) AFGE will also notify all potentially eligible grievants who alleged age discrimination of their rights under the OWBPA and the obligation to execute an individual release as a condition of receiving a proportional share of the settlement proceeds pursuant to Paragraph 2(b)(5). While AFGE is responsible for notifying these grievants, upon AFGE request, SSA agrees to assist AFGE in distributing the releases. Advisement as to the grievants' rights and obligations rests with AFGE.

(d) AFGE agrees to release SSA from the obligation to respond to any pending request for information submitted in accordance with 5 U.S.C. § 7114(b)(4) relating to any and all grievances that are resolved in accordance with this Settlement Agreement.

4. AFGE will be responsible for collecting individual releases and vacancy announcement numbers, or a description of the position applied for, as required by Paragraphs 2(b)(2) and 2(b)(5) and providing this information to SSA. AFGE will provide this information to SSA within 60 days of the effective date of this agreement.

5. The Parties agree that the terms of this Settlement Agreement constitute a full and complete satisfaction and settlement of all claims AFGE and bargaining unit employees may have against SSA or any SSA employee resulting from the relief granted in the arbitration and FLRA decisions identified above, including any claims for back pay, attorney fees, costs, monetary damages, and any other form of relief.

6. By signing this Settlement Agreement, neither party admits to any wrongdoing, fault or liability of any kind. Signing this Settlement Agreement does not constitute an admission of any violation of Federal, State, or local statutes, regulations, rules or guidelines, or the collective bargaining agreement.

7. AFGE agrees that it clearly and fully understands the terms and conditions of this Settlement Agreement, fully agrees to its terms and fully agrees that it is entering into it voluntarily after having an opportunity to consult with counsel.

8. AFGE agrees that it will not use this Settlement Agreement, or the fact of this Settlement Agreement, in any grievance, arbitration, administrative, or judicial proceeding, as evidence of or to prove the existence of any prohibited personnel practice or violation of any law, rule, regulation, or collective bargaining agreement by SSA or any component thereof. The parties agree that this provision is a material term of this Settlement Agreement.

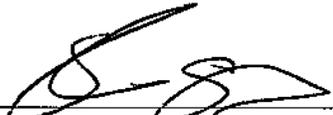
9. If a party believes that the other party is in breach of this Settlement Agreement, such party shall notify the other party by letter of the alleged breach. If AFGE is alleging such a breach, then AFGE shall send a letter to the Associate Commissioner of OLMER. If the agency alleges such a breach, then it will send the letter to the AFGE official that executes this Settlement

Agreement. The party receiving such a letter will then have 30 days from the date of receipt of this letter to attempt to resolve the alleged breach. If after 35 days from receipt of the letter, the party alleging a breach believes that the breach has not been resolved, then the party may proceed as provided by law or the SSA-AFGE National Agreement (i.e. Article 24 Grievance Procedure).

10. This Settlement Agreement constitutes the entire agreement between the parties, and there are no other representations or obligations, except for those enumerated above. The parties may mutually amend this Settlement Agreement only in writing and they or their successors must sign any such amendment.

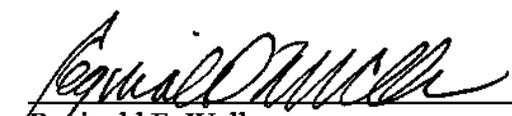
11. This Settlement Agreement will become effective as of the date that all of the parties to the Settlement Agreement have signed it.

For the Social Security Administration:



Thomas Funciello
Associate Commissioner
Office of Labor-Management and
Employee Relations

Date: 2/6/15



Reginald F. Wells
Deputy Commissioner
Office of Human Resources

Date: 2/6/15

For the Employees, AFL-CIO, American Federation of Government Employees:



Witold Skwierzynski
AFGE Chief Negotiator

Date: 2/6/15

EXHIBIT A

_____)	
Grievant)	
and)	Grievance No. _____
)	
Social Security Administration,)	Date: _____, 2015
_____)	
Agency.)	

INDIVIDUAL RELEASE

Pursuant to the Settlement Agreement entered into between the Social Security Administration (SSA) and the American Federation of Government Employees (AFGE), Grievant hereby executes this Individual Release as a condition of eligibility for a proportional share of the settlement proceeds. Grievant acknowledges that AFGE has provided Grievant with a copy of the Settlement Agreement between SSA and AFGE.

1. By signing this Individual Release, Grievant withdraws and dismisses any claim of age discrimination contained within his/her pending Internal Vacancies On-Line (IVOL) grievance(s).
2. By signing this Individual Release, Grievant waives all rights and claims under the Age Discrimination in Employment Act (ADEA) of 1967, as amended, as to the above-referenced grievance(s). To ensure compliance with the requirements of the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 626(f), Grievant, by signing this Individual Release, agrees with the following. Grievant:
 - (a) understands that this Individual Release is a requirement for eligibility for a proportional share of the settlement proceeds in accordance with a Settlement Agreement between SSA and AFGE;

- (b) has read and understood the Individual Release;
- (c) intends to waive any and all rights or claims under the ADEA as to matters alleged in the above referenced grievance(s) as of the date of the execution of this Individual Release;
- (d) does not waive any rights or claims that may arise after the date the Grievant executes this Individual Release;
- (e) is waiving rights or claims in exchange for valuable consideration in addition to anything of value to which Complainant is already entitled; and
- (f) has been advised to consult with an attorney before executing this Individual Release.

3. The agency has provided Grievant a reasonable period within which to consider this Individual Release. Grievant acknowledges that the agency has offered her/him at least 21 days in which to consider the agency's settlement offer. Grievant agrees that if she/he is signing this Individual Release fewer than 21 days after the agency made its final offer, her/his decision to take fewer than 21 days to consider the agency's offer was done freely and voluntarily and the agency did not induce her/him to do so through fraud, misrepresentation or threats to withdraw or alter the offer prior to the expiration of the 21-day period.

4. This Individual Release will become effective 7 days after the date it is executed by Grievant. During this 7-day period, Grievant has the right to revoke the Individual Release. If Grievant revokes the Individual Release during this period, the agency has no obligation to provide Grievant with a proportional share of the settlement proceeds resulting from the Settlement Agreement between SSA and AFGE. To revoke this Individual Release, Grievant must send a

written notice to Thomas Funicello, Associate Commissioner, OLMER. To be effective, Grievant must send the revocation by mail and must postmark it within the 7-day revocation period.

GRIEVANT:

Name

Signature

Date _____