

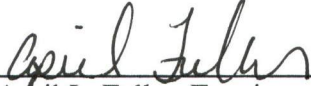
## SETTLEMENT AGREEMENT

The American Federation of Government Employees, National Veterans Affairs Council number 53 (“AFGE” or “the Union”) and the Department of Veterans Affairs (“the Agency” or “VA”) (collectively, the “Parties”) hereby agree to settle all disputes arising out of AFGE’s National Grievance dated October 7, 2014 (“the National Grievance”), alleging a violation of: (1) Article 2, Section 1; (2) Article 17, Section 1; (3) Article 24, Section 1; (4) Article 43, Section 2 of the 2011 Master Agreement between AFGE and the Agency; and (5) VA Maryland Healthcare System (“VAMHCS”) Policy Memorandum 512-001/P0-001, Protected Work Area Policy, dated November 2011, in accordance with the following terms and conditions:

1. This settlement agreement (hereafter “Agreement”), applies to those AFGE bargaining unit employees assigned to Engineering Services at the Baltimore VA Medical Center and the Perry Point VA Medical Center within VAMHCS.
2. By execution of this 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 Agreement. AFGE agrees to withdraw the National Grievance within 10 calendar days from the date that this Agreement is signed by both parties.
3. The Agency agrees that, in the future, the Baltimore VA Medical Center and the Perry Point VA Medical Center within VAMHCS will comply with the provisions contained in VAMHCS Policy Memorandum 512-001/P0-001.
4. VA facilities identified in paragraph one of this Agreement will:
  - a. Provide all supervisory personnel training on any updates to VAMHCS Policy Memorandum 512-001/P0-001.
  - b. Review policies and procedures to ensure that effective safeguards exist to protect bargaining unit employees’ sensitive information.
  - c. Within forty five (45) days from the date of the last signature of this agreement, provide all affected AFGE bargaining unit employees within Engineering Services and assigned to the Baltimore VA Medical Center and the Perry Point VA Medical Center within VAMHCS with up to two (2) years of free credit monitoring services.
5. The Parties stipulate that:
  - A. They have entered into this Agreement freely and voluntarily.

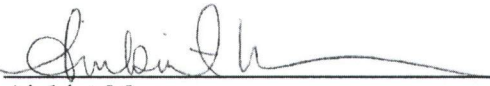
- B. This Agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
- C. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- D. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
- E. This Agreement 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 the 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 Agreement.
- H. This Agreement may only be modified in writing by the Parties listed below or their representatives.

**For the Union**

  
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April L. Fuller, Esquire  
Staff Attorney  
National VA Council, AFGE

11/18/14  
Date

**For the Agency**

  
\_\_\_\_\_  
Ainbint Munn  
Labor Relations Specialist (LMR)

11/17/2014  
Date