

FAX

From: Douglas Huth *DH*  
To: Donald Stephen  
Re: Signed Settlement Agreement -- Telework Grievance  
No of Pages: Three  
Fax No: (202) 461-4075  
Senders No: 303-324-7754

SETTLEMENT AGREEMENT  
National Grievance – 5/21/2013  
TELEWORK NOTIFICATION

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 5/21/2013, TELEWORK NOTIFICATION, 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. Within 60 days of the execution of this settlement, a Local Union may submit a written request to the local facility, at which the Local Union represents bargaining unit employees, for a list of employees placed on or taken off telework, beginning on April 20, 2012, and continuing to the date of this Settlement Agreement. If such information has not already been provided to the requesting Union Local, the local facility will provide a complete list of employees and the date each employee was placed on or taken off telework during the prescribed time frame. The local facility will provide the list of employees to the Local Union within thirty days of receipt of the Local Union’s written request.
2. Local facilities will comply with Section 17 of Article 20 of the Master Agreement.

**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:

  
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For AFGE

DATE: 8/25/14

  
\_\_\_\_\_  
For the Agency

DATE: 8/28/2014