

SETTLEMENT AGREEMENT
National Grievance – 9/6/12
Utilization of Supervisory Notes

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 9/6/12, Utilization of Supervisory Notes, 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 national actions, claims, complaints, grievances, appeals, or proceedings 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 that supervisory notes may only be used to support any action detrimental to an employee if such note(s) have been shown to the employee at the earliest available time after the entry was made and a copy provided to the employee;
2. The Agency will not retain supervisory notes in its possession after six months unless the notes are used in a personnel action, according to Article 24 Section 4(D);
3. Within 90 days of this agreement, the parties will issue a joint statement to all bargaining unit members and supervisors at all levels that the Agency will comply with the provisions of Article 24, Section 4;
4. The parties will take steps to include compliance with Article 24, Section 4 in future trainings on the Master Agreement, which includes a joint revision of the current language in the participant’s training guide. Neither party will offer changes to the Joint Master Agreement training unilaterally.

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:



Gregory J. Meditz, Staff Attorney
AFGE-NVAC

DATE: 7/21/15



Don Stephen, LR Specialist
Labor-Management Relations (LMR)

DATE: 7/27/15