

# American Federation of Government Employees

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## FAX COVER SHEET

Final  
5:20 pm  
7/29  
JG

To: Thomas Mikereus 202 273-6403

CC: Office of General Counsel

From: Andy Gravel  
Office of the General Counsel  
American Federation of Government Employees

Client/Matter: USR Performance Standards grievance

Date: 7/29/08

[REDACTED]	

COMMENTS: Draft statement w/ changes as  
desired. 3 pages to follow

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## SETTLEMENT AGREEMENT

The National VA Council-American Federation of Government Employees ("AFGE" or "the Union") and the Department of Veterans Affairs, by and through the Veterans Benefits Administration ("Agency" or "VBA") (collectively, "the Parties"), this 29<sup>th</sup> day of July 2008, hereby agree to settle all disputes arising out of AFGE's National Grievance entitled "Revised VSR Performance Standards," FMCS Case # 060911-59613-A ("the National Grievance"), in accordance with the following terms and conditions.

### I. Withdrawal of Grievance

By execution of this settlement agreement (hereafter "Agreement" or "Settlement Agreement"), and in return for consideration described herein, AFGE agrees to voluntarily withdraw the National Grievance and to waive any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from AFGE's allegation that the Agency violated the parties' May 11, 2005 Memorandum of Understanding; provided, however, that AFGE does not waive any grievances that may arise by reason of a breach of any term of this Settlement Agreement.

AFGE agrees to promptly provide any document or take other action necessary to effectuate the withdrawal of the National Grievance. The parties agree to split the payment of any arbitration fees and costs arising as a result of this Settlement Agreement.

### II. Terms of Settlement

By execution of this Agreement, the Parties agree to the following:

- A. The Agency agrees to provide the Union with the results of the VSR Performance Standards Pilot Test conducted in February 2008, including a briefing on those results and, to the extent not prohibited by law, copies of all associated documents and reports.
- B. The Agency further agrees to meet in-person with representatives designated by the Union concerning those results, and to allow the Union a reasonable opportunity to provide the Agency with input regarding the results of the Pilot Program, any revisions to the production weights set by the Agency for work performed by Veterans Service Representatives (VSRs), and regarding the implementation of any new performance

standards for VSRs. This paragraph is not intended as a waiver of any right that the Union may have to bargain procedures and appropriate arrangements regarding future changes to the VSR performance standards.

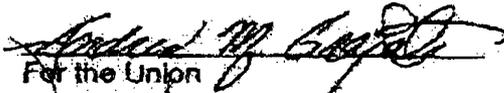
- C. The parties agree that the Agency shall brief the Union (as provided in paragraph A above) and that the parties shall meet (as provided in paragraph B above), within a reasonable period of time from the date that this Agreement is executed.
- D. The Agency agrees that the Union's representatives will include one (1) Union representative and one (1) bargaining unit employee to serve as a subject matter expert. AFGE agrees that the Agency will select the bargaining unit subject matter expert from a list of three (3) nominees to be provided to the Agency by the Union.
- E. The parties agree and acknowledge that nothing in this agreement is intended to set any precedent with respect to the inclusion of union representatives or union-nominated bargaining unit employees on any future committee.

### III. Stipulations

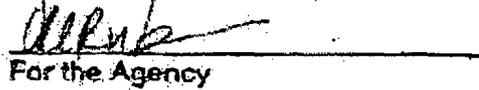
The parties further stipulate and agree that:

- A. The parties have entered into this Settlement Agreement freely and voluntarily. The parties agree that they will execute this Agreement through their respective representatives identified below, and that their representatives are authorized to enter into this Agreement and to bind each party to its terms.
- B. This Settlement 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 Settlement Agreement enforceable by either party.
- D. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.
- E. 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.

- F. Either party may submit this Settlement Agreement as evidence of the Union's withdrawal of the National Grievance, and of the terms agreed to herein.
- G. Either party may bring a claim in the form of a grievance arising by reason of a breach of any term of this Settlement Agreement.
- H. This Settlement Agreement may not be modified except by a written agreement signed by the undersigned herein.
- I. The parties agree that this Agreement may be executed by facsimile and in counterparts. The parties further agree that this Agreement shall be considered executed on the date that all parties affix their signatures below, and that any completed faxed copy shall be deemed an original for evidentiary purposes and will be enforceable by the parties as an original.

  
 For the Union

Date: July 29, 2008

  
 For the Agency

Date: 7/29/08