



UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF VETERANS AFFAIRS  
FAYETTEVILLE VA MEDICAL CENTER  
FAYETTEVILLE, NORTH CAROLINA

-Respondent

-and-

Case No. WA-CA-14-0504

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 1738, AFL-CIO

-Charging Party

**SETTLEMENT AGREEMENT**

The undersigned Agency and the undersigned Charging Party in settlement of the above matter, and subject to the approval of the Regional Director on behalf of the Federal Labor Relations Authority, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** - The attached Notice to All Employees will be signed by the Fayetteville VA Medical Center Director. The Agency will post copies of the Notice in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted throughout the Fayetteville VA Medical Center, for a period of at least sixty (60) days from the date of posting. The Notice will also be sent electronically to all employees of the Fayetteville VA Medical Center who are represented by AFGE, Local 1738, AFL-CIO. The email transmitting the Notice will contain the following language: We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Washington Regional Director of the Federal Labor Relations Authority in Case No. WA-CA-14-0504.

**OTHER ACTION TO BE TAKEN** –Within ten (10) days of the undersigned Regional Director approving this settlement agreement, the Agency will provide the Charging Party with 1) any and all copies of the written documentation that clearly articulates the specific reasons for any and all recognition and awards for all employees of the Fayetteville VA Medical Center for the period from January 1, 2013 to December 2013; and 2) in the event such written documentation does not exist for non-bargaining unit employees, the Agency will provide the amount of any compensation, date of award, date processed and the classification of the non-bargaining unit employee.

**COMPLIANCE WITH NOTICE** - The Agency will comply with all the terms and provisions of the Notice.

**REFUSAL TO ISSUE COMPLAINT** - In the event the Charging Party fails or refuses to become a party to this Agreement, and if the Regional Director concludes that it will effectuate the policies of Chapter 71 of Title 5 of the U.S.C., she shall decline to issue a Complaint herein and this Agreement shall be between the Agency and the undersigned Regional Director. A review

of such action may be obtained pursuant to Section 2423.12(b)(2) of the Regulations of the Federal Labor Relations Authority if an appeal is filed within twenty-five (25) days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of an appeal. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

**PERFORMANCE** - Performance by the Agency of the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director or, in the event the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Agency of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** - The undersigned parties to this Agreement will notify the Regional Director in writing what steps the Agency has taken to comply herewith. Such notification shall be made within ten (10) days, and again after sixty (60) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter into this Agreement, after the receipt of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

**COMPLIANCE WITH SETTLEMENT AGREEMENT** - Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above case.

DEPARTMENT OF VETERANS AFFAIRS  
FAYETTEVILLE VA MEDICAL CENTER  
FAYETTEVILLE, NORTH CAROLINA  
Respondent

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 1738, AFL-CIO  
Charging Party

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Approved: \_\_\_\_\_  
Date

\_\_\_\_\_  
Barbara Kraft, Regional Director  
FLRA Washington Region



# NOTICE TO ALL EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
FEDERAL LABOR RELATIONS AUTHORITY

On or about December 30, 2013, the American Federation of Government Employees, Local 1738, AFL-CIO requested information pursuant to 7114(b)(4) of the Federal Service Labor-Management Relations Statute. The request related to information about awards issued to both bargaining unit and non-bargaining unit employees. The Agency did not provide all of the information sought by the Union, including information the Agency is required to maintain pursuant to Article 16, Section 2C of the Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees, AFL-CIO.

In recognition of our obligations under the Federal Service Labor-Management Relations Statute, we agree that:

**WE WILL furnish the information** requested by the American Federation of Government Employees, 1738, AFL-CIO on December 30, 2013 concerning awards for bargaining unit and non-bargaining unit employees for the period of January 1, 2013 through December 31, 2013.

**WE WILL NOT**, in any like or related manner, interfere with, restrain, or coerce employees in the exercise of the rights assured them by the Statute.

**DEPARTMENT OF VETERANS AFFAIRS**  
**FAYETTEVILLE VA MEDICAL CENTER**  
**FAYETTEVILLE, NORTH CAROLINA**  
*(Agency or Activity)*

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Director

---

THIS IS AN OFFICIAL NOTICE  
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING, AND MUST NOT  
BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director for the Federal Labor Relations Authority whose address is:

Federal Labor Relations Authority, Washington Regional Office  
1400 K Street, NW, Second Floor  
Washington, DC 20424-0001  
Phone: 202-357-6029, Fax: 202-482-6724