

SETTLEMENT AGREEMENT

Between

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION**

And

**NATIONAL VETERANS AFFAIRS COUNCIL,
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**

Unfair Labor Practice, ULP - 6/21/2021

Case No. WA-CA-21-0326

Safety Stand Down

I. Introduction

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (“the Union”) and the Department of Veterans Affairs (“the Agency”) (collectively referred to as “the Parties”) hereby agree to settle all disputes arising out of the Union’s Unfair Labor Practice, dated June 21, 2021, which alleged that the Agency failed to provide AFGE Locals advance notice or an opportunity to participate in the formal discussions regarding recent OIG reports of harm to Veterans.

II. Terms of the Settlement

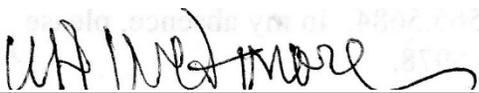
- A. By execution of this settlement agreement, the Union voluntarily withdraws its June 21, 2021 Unfair Labor Practice charge (ULP 6/21/21) and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the grievance, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. The Agency reaffirms its obligation to provide advance notice and opportunity to be present at formal meetings with bargaining unit employees concerning any grievance or any personnel policy or practices or other general conditions of employment.
- C. The Agency agrees to electronically distribute the attached remedial notice posting by email to AFGE bargaining unit employees. The Agency will also distribute a copy to the undersigned representative.

III. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.
- B. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- C. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.

- D. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of ULP 6/21/21, and there are no other terms or commitments, verbal or written, regarding this settlement. No other promises or agreements shall be binding unless placed in writing and signed by the Parties.
- E. Either party may bring a claim in the form of a grievance for the breach of any term of this Agreement.
- F. This Agreement may not be modified, except by a written agreement signed by the Parties.
- G. The Agency or the Union may submit this Agreement as evidence of the withdrawal of ULP 6/21/21 and all actions, claims, complainants, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.
- H. The effective date of this Agreement is the date on which this Agreement has been signed by the Union and the Agency officials noted below.
- I. The terms of this Agreement, the negotiations leading up to this Agreement, the data, documents, or information exchanged between the parties in the negotiations of this Agreement, may not be offered, taken, construed, or introduced as evidence of liability or as an admission or statement of wrongdoing by either party in this action or in any subsequent proceeding of any nature.

For the Union:



 William Wetmore, Chair
 Grievance & Arbitration Committee AFGE/NVAC

7-27-21

 Date



 Ibidun Roberts, Esq.
 Roberts Labor Law and Consulting, L.L.C.

7/28/2021

 Date

For the Agency:

 Jessica Bonjorni
 Chief, Human Capital Management, VHA

 Date

NOTICE TO ALL EMPLOYEES

POSTED AND DISTRIBUTED PURSUANT TO A SETTLEMENT AGREEMENT IN CHARGE WA-CA-21-0326

The National VA Council filed an unfair labor practice charge alleging that the Veterans Health Administration of the Department of Veterans Affairs violated 5 U.S.C. §7116(a)(1) and (8) when it failed to provide AFGE Locals with adequate notice of, and an opportunity to be represented at Safety Stand Down Meetings. The Veterans Health Administration has agreed to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT fail or refuse to provide the employee's exclusive representative, the National VA Council, American Federation of Government Employees, and its Locals, with advance notice and an opportunity to be present at formal discussions with bargaining unit employees concerning any grievance or any personnel policy or practices or other general conditions of employment.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their rights assured by the Federal Services Labor-Management Relations Statute.

WE WILL provide the Union with advance notice and an opportunity to be represented at all formal discussions with bargaining unit employees.

United States Department of Veterans Affairs
Veterans Health Administration (VHA)

Date: _____

By: _____
Jessica Bonjorni, Chief, Human Capital Management-VHA