SETTLEMENT AGREEMENT

Between

DEPARTMENT OF VETERANS AFFAIRS

And

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

National Grievance, NG-08/07/2020 Veterans Crisis Line Shift Change FMCS Case No. 211106-01144	National Grievance, NG-04/28/2021 Implementation of 100% Telework for Veterans Crisis Line Employees

I. Preamble

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:

1) the Union's National Grievance dated August 7, 2020, alleging the Agency failed to provide the Union notice and an opportunity to bargain over the shift change for the Veterans Crisis Line ("VCL") bargaining unit employees; and

2) the Union's National Grievance dated April 28, 2021, alleging the Agency implemented a mandatory, permanent telework program for VCL bargaining unit employees.

II. Terms of the Settlement

A. By execution of this Settlement Agreement (the "Agreement"), the Union voluntarily withdraws its August 7, 2020 National Grievance ("NG-08/07/2020"), and April 28, 2021 National Grievance ("NG-04/21/2021"), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-08/07/2020 and NG-04/21/2021, with the exception of a grievance which may arise by reason of breach of any term of this Agreement.

B. The Agency agrees to:

1. Engage in post-implementation bargaining regarding the procedures and appropriate arrangements of the July 17, 2020 VCL shift change, pursuant to 5 U.S.C. § 7106;

2. Provide written confirmation via email within 14 calendar days of execution of this Agreement to all VCL bargaining unit employees that telework is not mandatory for the employees of the Veterans Crisis Line who were placed on an ad-hoc telework agreement due to the COVID-19 pandemic emergency, unless such employee agrees

to transition to 100% remote work. A copy of this email will be sent to the Union's undersigned representative within 10 days of its transmission;

3. Distribute an electronic, one-time Notice, which is attached, to all VCL bargaining unit employees via email within 14 calendar days of execution of this Agreement, which reaffirms the VA's commitment to meeting its contractual obligations to the National VA Council to provide notice and an opportunity to bargain, including procedures and appropriate arrangements, over changes in conditions of employment. A copy of this email containing the Notice will be sent to the Union's undersigned representative within 10 days of its transmission. The Agency further affirms its recognition and intent to fulfill its obligations under the Federal Service Labor Management Relations Statute; and

4. Satisfy its contractual and statutory bargaining obligations with the Union over any subsequent changes to conditions of employment, including but not limited to changes to employee schedules, staffing, and telework policies, impacting bargaining unit employees on the Veterans Crisis Line, as required by law, contract, and regulation.

III. Stipulations

A. The Parties have entered into this Agreement freely and voluntarily.

B. This 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 Agreement enforceable by either party.

D. This Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions which may be filed.

E. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of NG-08/07/2020 and NG-04/21/2021, 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.

F. Either party may bring a claim in the form of a grievance for the breach of any term of this Agreement. The Parties agree to fulfill their obligations under this Agreement in good faith.

G. The Agency or the Union may submit this Agreement as evidence of the withdrawal of NG-08/07/2020 and NG-04/21/2021 and all actions, claims, complaints, 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 it becomes fully executed.

I. The terms of this Agreement, the negotiations leading up to this Agreement, the data, documents, or information exchanged between the parties in the course of 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:

5/12/2022

Sarah Hasan Date
Staff Counsel, National VA Council
AFGE, AFL-CIO

William Wetmore May 13, 2022
William Wetmore (May 13, 2022 14:01 EDT)

William Wetmore Date
National VA Council
Grievance & Arbitration Committee
AFGE, AFL-CIO

For the Agency:

Lisa K. Kearney 323424
Digitally signed by Lisa K. Kearney 323424
Date: 2022.05.16 18:51:54 -05'00'

Lisa K. Kearney, Ph.D., ABPP Date
Director, Veterans Crisis Line
U.S. Department of Veterans Affairs

As to Form Only:

ALFRED STEINMETZ
Digitally signed by ALFRED STEINMETZ
Date: 2022.05.17 14:25:10 -05'00'

Alfred Steinmetz Date
Attorney, Office of General Counsel
U.S. Department of Veterans Affairs

Janell N. Bell 3417711
Digitally signed by Janell N. Bell 3417711
Date: 2022.05.17 15:42:19 -04'00'

Janell Bell Date
Attorney, Office of General Counsel
U.S. Department of Veterans Affairs