

# **SETTLEMENT AGREEMENT**

**Between**

**DEPARTMENT OF VETERANS AFFAIRS**

**And**

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

**National Grievance, NG-09/07/21**

**Failure to Provide Color Printers to AFGE Union Offices**

## **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 National Grievance (NG-09/07/21), dated September 7, 2021 (“the Grievance”), concerning the Agency’s need to provide color printers to AFGE union offices in accordance with Article 51, Section 4 of the 2011 Master Collective Bargaining Agreement (“the Master Agreement”).

## **II. Terms of the Settlement**

- A. By execution of this settlement agreement, the Union voluntarily withdraws its National Grievance 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 affirms its contractual obligation under Article 51, Section 4(A)(3) of the 2011 Master Agreement to provide color printers to each AFGE union office. The Agency further affirms its obligations under the Federal Service Labor Management Relations Statute, including the prohibition against the repudiation of a collective bargaining agreement under 5 U.S.C. §7116(a)(1) and (5).
- C. As of the execution of this Agreement, the Agency has provided color printers to the AFGE local union offices listed in Exhibit 1 to this Agreement.

In response to the Grievance, the Agency provided multi-functioning devices (“MFDs”) (e.g. all-in-one printer, scanner, copier machines) to some of the Union offices listed in Exhibit 1. The Parties agree that the Agency’s production of the MFDs in connection with this Grievance shall not be construed, nor interpreted, to have modified or created additional Agency obligations in the Master Agreement beyond those set forth in Article 51 of the Master Agreement.

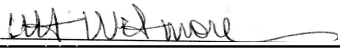
- D. The Parties agree that no further action is required by either the local unions or local management.

- E. Within ten (10) calendar days of the execution of this Agreement, the Agency agrees to electronically distribute the remedial notice posting by email to the affected AFGE Local Presidents listed in Exhibit 1. The remedial notice posting is attached as Exhibit 2 to this Agreement. At that time, the Agency will also distribute a copy to the undersigned representatives.


### **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 the Grievance, 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 the Grievance 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 latest signature date of the Union or Agency official that signed this Agreement.
- 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.
- J. The Parties agree to fulfil their obligations under this Agreement in good faith.
- K. This Agreement shall not in any way be used or construed as the Agency's admission that it violation the Master Agreement or any Federal law.

**For the Union:**

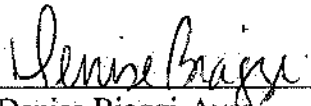
  
\_\_\_\_\_  
William Wetmore  
Chairperson, Grievance and Arbitration Committee  
AFGE/NVAC

6/25/22  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
Alec Summerfield.  
Staff Counsel, National VA Council  
AFGE, AFL-CIO

6/27/22  
\_\_\_\_\_  
Date:

**For the Agency:**

  
\_\_\_\_\_  
Denise Biaggi-Ayer  
Executive Director  
Office of Labor-Management Relations  
U.S. Department of Veterans Affairs

6/15/22  
\_\_\_\_\_  
Date:

# Exhibit 1

**NATIONAL GRIEVANCE****NG-09/07/21****Failure to Provide Color Printers to AFGE Union Offices**

	<b>AFGE Local</b>	<b>Location</b>	<b>Local President</b>	<b>Email Address</b>
1.	3	Milwaukee, WI V12	Gayle Griffin	<a href="mailto:exposellc@aol.com">exposellc@aol.com</a> <a href="mailto:local3afgemiw@outlook.com">local3afgemiw@outlook.com</a>
2.	138	Detroit, MI V10	Linda Parker-Cooks	<a href="mailto:linda.parker-cooks@va.gov">linda.parker-cooks@va.gov</a>
3.	781	Hines, IL V12	Dylan Kosson (trustee)	<a href="mailto:Dylan.kosson@afge.org">Dylan.kosson@afge.org</a>
4.	789	Chicago, IL V12	Diana Kotis-Harber	<a href="mailto:Dkotis269@yahoo.com">Dkotis269@yahoo.com</a> <a href="mailto:Afge0789@gmail.com">Afge0789@gmail.com</a>
5.	910	Kansas City, MO V15	Chris Smith	<a href="mailto:910AFGE@910AFGE.org">910AFGE@910AFGE.org</a>
6.	933	Detroit, MI V10	Benjamin Mahan	<a href="mailto:bmamjamin@gmail.com">bmamjamin@gmail.com</a>
7.	1629	Battle Creek, MI V10	Kenneth O. Cheek	<a href="mailto:Afge1629.president@gmail.com">Afge1629.president@gmail.com</a> <a href="mailto:Pjd1201@aol.com">Pjd1201@aol.com</a>
8.	1687	Johnson City, TN V9	Johnathan L. Boone	<a href="mailto:Johnboone.jb@afge1687.com">Johnboone.jb@afge1687.com</a> <a href="mailto:afgelocal1687@gmail.com">afgelocal1687@gmail.com</a>
9.	1732	Madison, WI V12	Amber L. Mack	<a href="mailto:Mackamber0@gmail.com">Mackamber0@gmail.com</a>
10.	1765	Chicago, IL V12	Sandra J. Davis	<a href="mailto:Chilocal1765@va.gov">Chilocal1765@va.gov</a> <a href="mailto:Sandrad30@comcast.net">Sandrad30@comcast.net</a>
11.	1843	Northport, NY V2	Robert P. Dennis	<a href="mailto:AFGELocal1843@aol.com">AFGELocal1843@aol.com</a> <a href="mailto:ja5611@optonline.net">ja5611@optonline.net</a>
12.	1963	Danville, IL V12	Arthur Longoria	<a href="mailto:Burro9691@gmail.com">Burro9691@gmail.com</a> <a href="mailto:afge1963treasurer@outlook.com">afge1963treasurer@outlook.com</a>
13.	2092	Ann Arbor, MI V10	Jeffrey L. White	<a href="mailto:2092afge@gmail.com">2092afge@gmail.com</a> <a href="mailto:afgejeffrey@gmail.com">afgejeffrey@gmail.com</a>
14.	2107	Waukegan, IL V12	Thomasina Sims	<a href="mailto:simst_2000@yahoo.com">simst_2000@yahoo.com</a>
15.	2274	Saginaw, MI V10	Daniel Wilhelm	<a href="mailto:danw1126@yahoo.com">danw1126@yahoo.com</a>
16.	2280	Iron Mountain, MI V12	Benjamin Balkum	<a href="mailto:benbalkum@yahoo.com">benbalkum@yahoo.com</a>
17.	2483	Marion, IL V15	Carla S. Martin	<a href="mailto:afge2483@gmail.com">afge2483@gmail.com</a> <a href="mailto:cmjm83@gmail.com">cmjm83@gmail.com</a>
18.	2778	Atlanta, GA V7	Rozena L. Williams	<a href="mailto:afge2778@gmail.com">afge2778@gmail.com</a> <a href="mailto:rozena.williams@gmail.com">rozena.williams@gmail.com</a>
19.	1988	St. Albans, NY	Geddes Scott	<a href="mailto:president@afgelocal1988.com">president@afgelocal1988.com</a>
20.	1985	Dublin, GA	Ronald Johnson	<a href="mailto:Ronald.Johnson69@outlook.com">Ronald.Johnson69@outlook.com</a>
21.	940	Philadelphia, PA	James Rihel	<a href="mailto:afgelocal940@gmail.com">afgelocal940@gmail.com</a>
22.	2440	Montrose, NY	Greg Fratto	<a href="mailto:afgelocal2440@gmail.com">afgelocal2440@gmail.com</a>
23.	2798	Washington, DC	Stanley Snow	<a href="mailto:stanleysnow2015@gmail.com">stanleysnow2015@gmail.com</a>
24.	1738	Kernersville, NC HCC	Essie Hogue	<a href="mailto:salafge1738@gmail.com">salafge1738@gmail.com</a>
25.	17	Washington, DC (VACO)	Douglas Massey	<a href="mailto:Douglas.massey@va.gov">Douglas.massey@va.gov</a>
26.	507	West Palm Beach, FL	Cynthia Boston- Thompson	<a href="mailto:afge507cbt@gmail.com">afge507cbt@gmail.com</a>
27.	1061 (D12)	Los Angeles, CA	Gary Locken	<a href="mailto:Gary.locken@va.gov">Gary.locken@va.gov</a>
28.	1061 (D12)	Los Angeles, CA	Gabriel Lopez	<a href="mailto:Gabriel.lopez@va.gov">Gabriel.lopez@va.gov</a>
29.	2198	Beckley, WV	Melissa Miklos	<a href="mailto:melmiklos@netzero.net">melmiklos@netzero.net</a>

# Exhibit 2

# NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT EXECUTED BETWEEN THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, NATIONAL VA COUNCIL AND THE U.S. DEPARTMENT OF VETERANS AFFAIRS

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This Notice concerns a National Grievance, filed on September 7, 2021, by AFGE National VA Council against the U.S. Department of Veterans Affairs for failing to provide color printers to AFGE union offices in accordance with Article 51 of the 2011 Master Agreement.

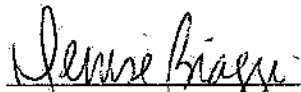
The Agency has fulfilled requests for color printers to the known, affected AFGE union offices.

The Agency reaffirms its contractual obligation under Article 51 of the 2011 Master Agreement to provide color printers to AFGE union offices. The Agency further affirms its recognition and intent to fulfill its obligations under the Federal Service Labor Management Relations Statute, including the prohibition against the repudiation of a collective bargaining agreement under 5 U.S.C. §7116(a)(1) and (5).

The Agency will not interfere with, restrain, or coerce employees, or their designated representatives, in the exercise of rights assured by law.

No further action is required by local union officials or local management.

Please do not reply to this email. If you have any questions about this notification, please contact your local AFGE representative.



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Denise Biaggi-Ayer  
Executive Director  
Office of Labor-Management Relations  
U.S. Department of Veterans Affairs

6/15/22

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Date