

SETTLEMENT AGREEMENT

Between

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION**

And

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

**National Grievance, NG-9/19/22
Implementation of Mandatory Covid Training Module**

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, dated September 19, 2022, which alleged that the Agency violated the 2011 Master Collective Bargaining Agreement when it failed to satisfy bargaining obligations and unilaterally implemented a COVID training module in the Agency’s Talent Management System and mandated that bargaining unit employees complete the training.

II. Terms of the Settlement

- A. By execution of this settlement agreement (the “Agreement”), the Union voluntarily withdraws its September 19, 2022, National Grievance (“NG-9/19/22”), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-9/19/22, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. The Agency is committed to fulfilling its obligations under the VA/AFGE Master Collective Bargaining Agreement and the Federal Service Labor-Management Relations Statute (5 U.S.C. Chapter 71); notably its obligation to collaborate with the Union on the development and implementation of safety training and materials.
- C. The Agency agrees to a one-time electronic notice to Union Bargaining Unit Employees (BUE) by way of BUE email groups maintained by the Agency’s Labor Management Relations office. The Notice shall communicate the Agency’s intent to fulfill its obligations under the Federal Service Labor-Management Relations Statute. The notice, attached, will be electronically disseminated within thirty (30) business days of the execution of this Agreement. At that time, a copy of the notice and accompanying email will also be provided to the undersigned AFGE representative.

III. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.
- B. 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.
- 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 that may be filed.
- E. This Agreement constitutes the entire understanding between the Parties regarding the resolution and settlement of NG-9/19/22, and there are no other terms or commitments, verbal or written, regarding this settlement.
- 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 fulfil their obligations under this Agreement in good faith.
- G. This Agreement may not be modified, except by a written agreement signed by the Parties.
- H. The effective date of this Agreement is the date on which it becomes fully executed.
- I. The Parties may extend timelines in this Agreement with mutual consent.
- J. The Agency or the Union may submit this Agreement as evidence of the withdrawal of NG-9/19/22 and all actions, claims, complainants, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.
- K. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, at no time shall this Agreement be construed against any part, nor in any party's favor.
- L. This Agreement may be executed in counterparts, and each executed counterpart shall be effective as the original. All such counterparts shall constitute one and the same instrument. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

For the Union:

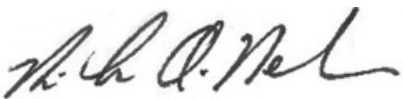
William Wetmore
Chairperson, AFGE/NVAC Grievance & Arbitration Committee

Date

Ibidun Roberts
Staff Counsel, National VA Council
AFGE, AFL-CIO

Date

For the Agency:



RimaAnn O. Nelson
Assistant Under Secretary for Health
U.S. Department of Veterans Affairs

1/25/2024
Date

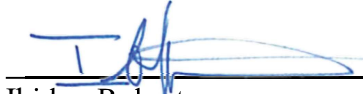
For the Union:

Wt Wetmore
WH Wetmore (Jan 16, 2024 13:36 EST)

William Wetmore
Chairperson, AFGE/NVAC Grievance & Arbitration Committee

16/01/2024

Date



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

1/16/2024

Date

For the Agency:

RimaAnn O. Nelson
Assistant Under Secretary for Health
U.S. Department of Veterans Affairs

Date

NOTICE TO ALL EMPLOYEES

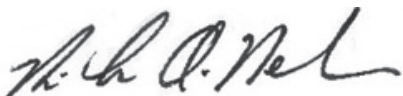
**POSTED PURSUANT TO A SETTLEMENT AGREEMENT BETWEEN THE AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) AND U.S. DEPARTMENT OF
VETERANS AFFAIRS (VA)**

This notice is being sent to AFGE bargaining unit employees as a result of a recent Settlement Agreement executed between AFGE and VA. As background, AFGE filed a National Grievance, dated September 19, 2022, which alleged that the Agency violated the 2011 Master Collective Bargaining Agreement when it failed to satisfy bargaining obligations and unliterally implemented a COVID-19 safety training module in the Agency's Talent Management System and mandated that bargaining unit employees complete the training.

You are receiving this email because you are an AFGE bargaining unit employee. No further action is required.

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

VA recognizes and intends to fulfill its obligations under the Federal Service Labor-Management Relations Statute.



1/25/2024

RimaAnn O. Nelson
Assistant Under Secretary for Health
Department of Veterans Affairs

Date