

SETTLEMENT AGREEMENT
National Grievance, NG-06/15/2022
RN Recruitment/Retention Bonuses

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (Union) and the Department of Veterans Affairs (Agency) (collectively, the Parties) hereby agree to settle all disputes arising out of the Union's June 15, 2022, National Grievance NG-06/15/2022 (Grievance), alleging the Agency failed to pay certain recruitment and/or retention bonuses to registered nurses (RNs).

I. Terms of the Settlement Agreement (Agreement)

In consideration of the obligations delineated below, the Parties agree to the following terms and conditions:

A. By execution of this Agreement, the Union voluntarily withdraws its 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 a grievance which may arise by reason of breach of any term of this Agreement.

B. The Agency agrees:

1. It has complied with its statutory obligations under 38 U.S.C. §7453(j) and its obligations under VA Handbook 5007, Part VI, to pay RNs recruitment and/or retention incentives it is obligated to pay to the Union bargaining unit employees (BUEs) identified in the Grievance pursuant to the terms of the respective recruitment or retention agreements;
2. It will comply with the terms of all duly-executed recruitment or retention agreements with RNs who are BUEs to the extent required by 38 U.S.C. §7453(j) and VA Handbook 5007, Part VI;
3. If any BUE believes the Agency has failed to pay a recruitment or retention bonus, in violation of the terms of their recruitment or retention agreement, the BUE is advised to contact their Local Union and Local Human Resources Office. Nothing in this Agreement shall preclude a Local Union from utilizing the Parties' negotiated grievance procedure to file a local grievance alleging violation of a recruitment or retention agreement nor does it preclude the Agency from pursuing any defense to such grievance; and
4. Within thirty (30) calendar days of the effective date of this Agreement, to pay reasonable attorney fees to the Union in the amount of \$2,500 for attorney fees incurred in the handling of the Grievance. The Agency will issue payment via electronic deposit/check to AFGE as follows:

AFGE c/o AFGE Legal Rep Fund (amount of deposit: \$2,500)
Amalgamated Bank
275 Seventh Avenue

New York, NY 10001
Accounting Number: 81019974
Routing Number: 026003379
Caging Code: 490Z5
Tax Identification Number: 53-0025740

II. Stipulations

- A. The Parties have entered into this Agreement freely and voluntarily.
- B. The Agreement constitutes a joint effort by the Parties and should not be construed against any party.
- C. The Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- D. The negotiations leading up to this Agreement, the data, documents, or information exchanged between the parties in the course of negotiating this Agreement or the terms 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.
- E. The obligations of the Parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.
- F. The Agreement addresses unique circumstances and shall not serve as precedent or past practice for resolving any other matter involving the Agency.
- G. The 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.
- H. The Parties will not institute any legal and/or administrative proceeding in any forum, or any sort, against any other party to this Agreement, based on the claims related to or arising from the allegations underlying this matter, other than in the case of an alleged breach of this Agreement.
- I. The Agency or the Union may submit this Agreement as evidence of the withdrawal of the Grievance and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.
- J. The effective date of the Agreement is the date on which it becomes fully executed.
- K. All the time limits in the Agreement are in calendar days. If a time limit expires on a Saturday, Sunday, or a Federal Holiday, then the time limit shall expire on the next business day. The Parties may mutually agree in writing to extend any time limits in this Agreement.

L. If a binding determination is made that any term(s) of this Agreement is/are unenforceable, such unenforceability shall not affect any other provisions of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision(s) was/were never contained herein.

By their signatures below, the signatories hereby acknowledge and affirm that they have the authority to enter into this Agreement with a complete and thorough understanding of its terms, meaning, and effect and bind their respective principals to the terms herein. The Parties have read this Agreement, and each of the undersigned is signing the Agreement voluntarily and freely, without coercion.

For the Union:

Bill Wetmore
Bill Wetmore (Apr 9, 2024 16:24 EDT) 04/09/24

William Wetmore Date
Chair, Grievance and Arbitration Committee
AFGE/NVAC

 4/9/24

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

For the Agency:

 4/10/2024

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

As to Form Only:


04/09/2024

Alexandra K. R. Schule Date
Attorney, Office of General Counsel
U.S. Department of Veterans Affairs

 04/09/2024

Jeffrey Whiting Date
Attorney, Office of General Counsel
U.S. Department of Veterans Affairs