

# **SETTLEMENT AGREEMENT**

**Between**

**DEPARTMENT OF VETERANS AFFAIRS**

**And**

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

**National Grievance, NG-11/3/23  
Active Shooter Training**

## **I. Introduction**

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (the “Union”) and the Department of Veterans Affairs (the “Department”) (collectively referred to as the “Parties”), hereby agree to settle all disputes arising out of the Union’s National Grievance, dated November 3, 2023, which alleged that the Agency violated the 2023 Master Collective Bargaining Agreement and VA Handbook 0730/5 when it failed to provide adequate active threat training to bargaining unit employees.

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

- A. By execution of this settlement agreement (the “Agreement”), the Union voluntarily withdraws its November 3, 2023, National Grievance (“NG-11/3/23”), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-11/3/23, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. If active threat training is not already established at the facility, within 90 calendar days upon receipt of policy and training materials distributed by VHA’s Assistant Under Secretary for Health/Operations, following the fulfillment of any bargaining obligation at the national level, the Department will begin collaboration with the Union, at the Local level, on the roll out of active threat training and exercises for the facility. The Department will fulfill any bargaining obligations prior to implementation of the training.

## **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-11/3/23, 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-11/3/23 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  
William Wetmore (Jul 2, 2024 10:16 EDT)  
William Wetmore

07/02/24

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Date

Chairperson, AFGE/NVAC Grievance & Arbitration Committee



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

7/2/2024

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Date

**For the Agency:**



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

6/11/2024

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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)**

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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.



6/11/2024

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

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Date