

**SETTLEMENT AGREEMENT**  
**Between**  
**DEPARTMENT OF VETERANS AFFAIRS**  
**VETERANS BENEFIT ADMINISTRATION**  
**And**  
**NATIONAL VETERANS AFFAIRS COUNCIL,**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**

**National Grievance, NG-9/26/19**  
**National Grievance, NG-1/14/20**  
**VBA Fid Hub Mandatory Overtime**

**I. Introduction**

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (“the Union”) and the Department of Veterans Affairs, Veterans Benefits Administration (“VBA” or “the Agency”) (collectively referred to as “the Parties”) hereby agree to settle all disputes arising out of the Union’s National Grievances, dated September 26, 2019 and January 14, 2020, respectively, which alleged that the Agency failed to notify and bargain with the Union when it unilaterally implemented mandatory overtime in the Fiduciary Hub.

**II. Terms of the Settlement**


- A. By execution of this settlement agreement, the Union voluntarily withdraws its September 26, 2019, National Grievance (“NG-9/26/19”) and January 14, 2020, National Grievance (“NG-1/14/20”) (collectively referred to as the “Fid Hub Grievances”), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in the Fid Hub Grievances, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. The Agency agrees to a one-time electronic notice to all VBA Fid Hub employees that provides that the Agency recognizes and intends to fulfill its obligations under the Federal Service Labor-Management Relations Statute. The notice, attached, will be electronically disseminated within ten (10) business days of the execution of this Agreement.

**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 Fid Hub Grievances, 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 Fid Hub Grievances 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 date on which this Agreement has been signed by the Union and the Agency officials noted below.
- 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:

  
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 William Wetmore  
 Chairperson, AFGE/NVAC Grievance & Arbitration Committee

3-24-20  
 \_\_\_\_\_  
 Date

  
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 Shalonda Miller  
 Staff Counsel, National VA Council  
 AFGE, AFL-CIO

3/23/20  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Christopher Zatz  
 Staff Counsel, National VA Council  
 AFGE, AFL-CIO

3/23/20  
 \_\_\_\_\_  
 Date

**For the Agency:**

Kevin D. Nelson 141739 Digitally signed by Kevin D. Nelson  
141739  
Date: 2020.03.25 08:32:58 -05'00'

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Kevin Nelson  
Labor & Employee Relations Specialist  
Office of Human Capital Management (OHCM)  
Veterans Benefits Administration  
U.S. Department of Veterans Affairs

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Date

**As to Form Only:**

Linda.Weeden- Digitally signed by Linda.Weeden-  
Harris@va.gov  
Date: 2020.03.26 13:26:49 -04'00'  
Harris@va.gov

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Linda A. Weeden-Harris  
Attorney  
Office of General Counsel  
U.S. Department of Veterans Affairs

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Date

**NOTICE TO EMPLOYEES**  
**TO EFFECTUATE THE POLICIES OF THE**  
**FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE**  
**WE NOTIFY OUR EMPLOYEES THAT:**

The Department implemented a change in mandatory overtime for the fiduciary hubs without providing notice to the exclusive representative, AFGE/NVAC. The Department will specifically endeavor to provide such notice in the future.

WE WILL bargain in good faith with the American Federation of Government Employees, National VA Council #53 concerning the impact and implementation of revisions in the mandatory overtime policies for certain employees in the Fiduciary Hub; or concerning any other changes in working conditions proposed by the Agency affecting bargaining unit employees.

WE WILL NOT in any like or related manner, interfere with, employees exercising their rights assured by the Federal Service Labor-Management Relations Statute.

**KENNETH P SMITH 194262** Digitally signed by KENNETH P SMITH  
194262  
Date: 2020.03.26 13:18:07 -04'00'

Kenneth P. Smith, Assistant Deputy Under Secretary (NWQ)  
Office of Field Operations | Veterans Benefits Administration