

**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-6/13/19  
VHA Mystery Shopper Access and Customer Service Assessment Survey  
FMCS Case No. 201114-01389**

**I. Introduction**

The American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (the "Union") and the Department of Veterans Affairs, Veterans Health Administration (the "Agency") (collectively referred to as the "Parties"), hereby agree to settle all disputes arising out of the Union's National Grievance, dated June 13, 2019, which alleged that the Agency failed to provide notice and an opportunity to bargain over changes to conditions of employment when it implemented the Veterans Health Administration (VHA) mystery shopper access and customer service assessment.

**II. Terms of the Settlement**


- A. By execution of this settlement agreement (the "Agreement"), the Union voluntarily withdraws its June 13, 2019 National Grievance ("NG-6/13/19"), and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature, arising from the allegations contained in NG-6/13/19, with the exception of any grievances that may arise by reason of breach of any term of this Agreement.
- B. As of the execution of this Agreement, the VHA mystery shopper access and customer service assessment is no longer in effect. VHA affirms its commitment to meeting its contractual obligations to the National VA Council to provide notice and an opportunity to bargain, including procedures and appropriate arrangements, over changes in conditions of employment, such as the future implementation of a VHA mystery shopper access and customer service assessment. The Agency further affirms its recognition and intent to fulfill its obligations under the Federal Service Labor Management Relations Statute.

**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-6/13/19, 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-6/13/19 and all actions, claims, complainants, grievances, appeals or proceedings of whatever nature arising from the allegations contained therein.

**For the Union:**

  
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 William Wetmore  
 Chairperson, AFGE/NVAC Grievance & Arbitration Committee  
 AFGE, AFL-CIO

5.12.21  
 \_\_\_\_\_  
 Date

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

Digitally signed by  
 Shalonda Miller  
 Date: 2021.05.13  
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 Date

**For the Agency:**

Jessica L. Bonjorni  
1353864

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L. Bonjorni: 1353864  
Date: 2021.05.12 13:29:27  
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5/12/21

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Jessica Bonjorni  
Chief, Human Capital Management, VHA  
U.S. Department of Veterans Affairs

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Date

**As to Form Only:**

*Amber Groghan / sel*  
Amber Groghan  
Attorney  
Office of General Counsel  
U.S. Department of Veterans Affairs

5/18/2021  
Date