



UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY

Department of Veterans Affairs, John J. Pershing Medical  
Center, Poplar Bluff, Missouri

Charged Party

and

American Federation of Government Employees, Local 2338,  
AFL-CIO

Charging Party

Case No. CH-CA-19-0094

**SETTLEMENT AGREEMENT**

Subject to the approval of the Regional Director for the Federal Labor Relations Authority, the Charged Party and the Charging Party agree to settle the above-captioned cases as follows:

**POSTING OF NOTICE** – After the Regional Director has approved this Agreement, the Regional Office will send a copy of the approved Notice to the Charged Party. The Notice will be signed and dated by the Director of the Charged Party, and then immediately posted in conspicuous places, including all bulletin boards and all other places where notices to employees are customarily posted at the Charged Party's facilities. The Charged Party will keep the Notice posted and maintained for 60 consecutive days from the date of posting and will notify the Charging Party of the location where all notices have been posted.

**ELECTRONIC DISTRIBUTION OF NOTICE** – Within fifteen days of the Regional Director's approval of this agreement, the Charged Party will email a copy of the signed and dated Notice to all employees represented by the Charging Party. The message of the email transmitted with the Notice will state the following and only the following: "We are distributing the attached Notice to you pursuant to a Settlement Agreement approved by the Regional Director of the Federal Labor Relations Authority's Chicago Regional Office in Case No. CH-CA-19-0094."

**COMPLIANCE WITH NOTICE** – The Charged Party will comply with all the terms and provisions of the Notice.

**OTHER ACTION TO BE TAKEN** – Within sixty days of the approval of this agreement by the Regional Director, the Charged Party will order the following furnishings and equipment, as required by Arbitrator John Remington's August 24, 2018 Award (File #: 181017-00566):

- (1) A wall mounted television comparable to the one in the quad suite, equipped with viewing channels selected by the Charging Party consistent with the facility's existing cable package;
- (2) Work stations chosen by the Charging Party comparable with those work stations depicted in the "blueprints/space plans AFGE office" exhibit offered into evidence at the hearing (hereinafter,

“Blueprints Exhibit”);

(3) Chairs selected by the Charging Party;

(4) Ergonomic equipment selected by the Charging Party; and

(5) Three new locking file cabinets and book shelves selected by the Charging Party that match the other furniture in style and color.

To comply with paragraphs (2), (3), and (4), the Charged Party will order new furniture and equipment unless prohibited by lack of funds, in which case the Charged Party will so certify in a signed statement and will thereafter conduct a Veterans Administration Search for furniture and equipment that complies with the Blueprints Exhibit. The furniture will be selected through the contracts the Charged Party is required to use for furniture purchases. After placing the order, the Charged Party will make reasonable efforts to ensure the furniture and equipment are delivered to the Charging Party in a timely manner.

**SCOPE OF THE AGREEMENT** – This Agreement settles only the allegations in the above-captioned cases and does not settle any other pending cases or matters. This Agreement in no way precludes any person’s right to file charges, or the General Counsel’s right to investigate and issue complaints, based upon matters that precede the approval date of this Agreement.

**PARTIES TO THE AGREEMENT** – If the Charging Party declines to become a party to this Agreement and the Regional Director determines that it will effectuate the policies of the Statute, the Regional Director may approve this Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement will be between the Charged Party and the Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement by filing an appeal with the General Counsel. If the General Counsel does not sustain the Regional Director’s approval, this Agreement will be null and void. Approval of this Agreement by the Regional Director constitutes withdrawal of any Complaint and Notice of Hearing issued in this case.

**PERFORMANCE** – Performance by the Charged Party of the terms and provisions of this Agreement will commence immediately after the Agreement is approved by the Regional Director or, in the event the Charging Party does not enter into this Agreement, performance will commence immediately upon receipt by the Charged Party of notice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** – The Charged Party will notify the Regional Director in writing of the steps it has taken to comply with the Agreement. The Charged Party’s compliance notification will be made within fourteen (14) days, and again after sixty (60) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter into this Agreement, after the receipt of notice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

**COMPLIANCE WITH THE SETTLEMENT AGREEMENT** – No further action will be taken in the above cases provided the Charged Party complies with the terms and provisions of the Agreement.

Charged Party	Charging Party
Department of Veterans Affairs, John J. Pershing Medical Center, Poplar Bluff, Missouri	American Federation of Government Employees, Local 2338, AFL-CIO
Signature and Date:	Signature and Date:

Name and Title: Drew A. DeWitt, FACHE Medical Center Director	Name and Title:
Approved By:  Regional Director	Date:



# NOTICE TO ALL EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE FEDERAL LABOR  
RELATIONS AUTHORITY IN LIEU OF ISSUING AN UNFAIR LABOR  
PRACTICE COMPLAINT**

**WE ACKNOWLEDGE** that it is an unfair labor practice charge in violation of section 7116(a)(1) and (8) of the Federal Service Labor Management Statute (Statute) to refuse to comply with a final and binding arbitration.

**WE WILL** fully comply with Arbitrator John Remington's August 24, 2018 Arbitration Award by supplying the American Federation of Government Employees, Local 2338, AFL-CIO ("Union") with the Union office furniture and equipment outlined in the award.

**WE WILL NOT** refuse to comply with a final and binding arbitration award.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights assured by the Statute.

Department of Veteran's Affairs, John J. Pershing Medical  
Center, Poplar Bluff, Missouri  
*(Agency or Activity)*

Dated \_\_\_\_\_

By \_\_\_\_\_  
*(Signature)* *(Title)*

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**THIS IS AN OFFICIAL NOTICE  
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING,  
AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL**

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director for the Federal Labor Relations Authority whose address is:

Federal Labor Relations Authority  
Chicago Regional Office  
224 S. Michigan, Suite 445  
Chicago, IL 60604-2505  
(312) 886-3465 - (312) 886-5977 (fax)  
Case No. CH-CA-19-0094