

SETTLEMENT AGREEMENT

The National VA Council-American Federation of Government Employees ("AFGE" or "the Union") and the Department of Veterans Affairs ("VA" or "the Agency") hereby agree to settle all disputes arising out of AFGE's National Grievance over compliance with Occupational Safety and Health Administration ("OSHA") regulations involving air sampling and written notice to police cadets trained at the VA Law Enforcement Training Center ("LETC") ("the National Grievance"), in accordance with the following terms and conditions.

I. Withdrawal of Grievance

By execution of this settlement agreement ("Agreement" or "Settlement Agreement"), AFGE voluntarily withdraws the National Grievance and waives any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any grievances that may arise by reason of breach of any term of this Settlement Agreement. AFGE agrees to promptly provide any document or take other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

II. Definitions

AFGE and the Agency (collectively the "parties") have agreed to the following definitions for the purposes of this Settlement Agreement:

- A. A police cadet ("Police Cadet") is defined as a VA employee who participated in training at the VA Law Enforcement Training Center ("LETC") located in Little Rock, Arkansas.
- B. Air sampling report ("air sampling report") is defined as the 4-page report produced by the U.S. Department of Labor, Occupational Safety and Health Administration, for the measurement of airborne lead. The air sampling report includes two separate tests for airborne lead which were conducted by OSHA in accordance with their policy and procedures for conducting such testing.
- C. A VA duty station ("VA duty station") is defined as VA property where at least one police cadet is physically present on a daily basis.

III. Terms of Settlement

By execution of this Agreement, the parties have agreed to the following:

A. The email provided by Mr. David Trigg, OSHA Assistance Area Director, on May 5, 2010, is sufficient explanation for the Union regarding the results of the air sampling report. See Attachment A. Mr. Trigg, in his official OSHA capacity, conducted air sampling testing on the LETC. According to Mr. Trigg, the sample analysis indicated that although there was minimal lead exposure at the LETC, it was not over the 8-hour permissible exposure limit established by OSHA. Therefore, there was no indication that Police Cadets have been exposed to lead above the permissible exposure limit established by OSHA.

B. Within sixty (60) days of the execution of this Settlement Agreement, VA will provide notice to police cadets. This notice will be accomplished by emailing the police chief of each VA duty station and requiring the police chief to post a copy of Attachment B in the operations room, which is an area easily accessible by police cadets. The notice shall be posted for at minimum of 15 business days and shall constitute adequate notice within the meaning of 29 C.F.R. § 1910.1025 (d)(8)(i).

IV. Stipulations

The parties further stipulate and agree that:

A. The parties have entered into this Settlement Agreement freely and voluntarily.

B. This Settlement Agreement does not constitute an admission of guilt, fault or wrongdoing by either party.

C. The obligations of the parties specified above constitute consideration sufficient to render this Agreement enforceable by either party.

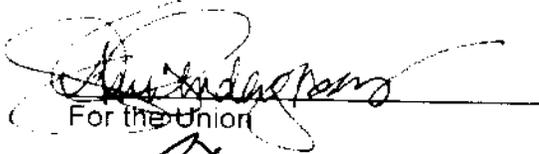
D. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.

E. This Settlement Agreement constitutes the entire understanding between the parties regarding the resolution and settlement of the National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.

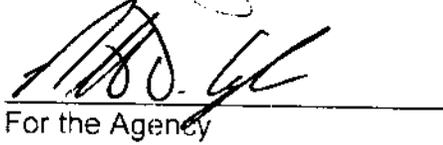
F. The Agency or the Union may submit this Agreement as evidence of withdrawal of the National Grievance or as evidence of AFG's waiver of any and all actions, claims, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance.

G. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.

H. This Settlement Agreement may not be modified except by a written agreement signed by the undersigned herein.


For the Union

Date: 8/26/2010


For the Agency

Date: 8/27/2010

ATTACHMENT A: EXPLANATION FROM OSHA OF AIR SAMPLING REPORT

From: Trigg, David - OSHA
Sent: Wednesday, May 05, 2010 1:18 PM
To: Eilrich, Russell (Lit)
Subject: RE: Request for Narrative

Russ,

Here is a succinct description of the sample results:

On 6/23/2009, I conducted personal sampling for lead on three students. The sample analysis revealed that two of the three samples were positive for airborne lead, one was negative. The positive samples were (adjusted for an eight-hour workday) 11.46 ug/m³ (micrograms per cubic meter) and 12.2 ug/m³ respectively. The 8-hour permissible exposure level (PEL) is 50 ug/m³. The above two samples are 1/4th of the allowable exposure. Therefore there is not any documented lead exposure problem with your students firing metal clad bullets. They would have to spend four times their current time in the range, firing weapons to reach the PEL and then they would still be a little bit short of the 50 ug/m³.

Please let me know if this explanation is satisfactory.

Respectfully,

David M.Trigg, CSP/RPIH
Assistant Area Director, Little Rock Area Office

ATTACHMENT B: NOTICE TO POLICE CADETS REGARDING RESULTS OF AIR SAMPLING REPORT CONDUCTED BY OSHA

NOTICE

**In accordance with 29 C.F.R. § 1910.1025(d)(8)(i)
EMPLOYEE NOTIFICATION OF LEAD MONITORING RESULTS**

On May 27, 2009, a national representative for AFGE contacted the Department of Labor, Occupational Safety and Health Administration ("OSHA") concerning potential exposure to lead on the firing range at the VA Law Enforcement Training Center in Little Rock, Arkansas. A representative from OSHA took a series of lead sampling tests at the facility on June 23, 2009. An email explaining the result of the testing is attached (See Attachment A).

Per the requirements of 29 C.F.R. § 1910.1025(d)(8)(i), the Department of Veterans Affairs is required to provide notice of the results of any lead monitoring performed.

The results of the test are as follows:

The sample analysis, taken over three tests, showed that exposure limits for an eight hour day registered at:

- 1) Negative
- 2) 11.46 ug/m³ (micrograms per cubic meter)
- 3) 12.2 ug/m³

OSHA found that these exposures are well below the 8-hour permissible exposure limit of 50 ug/m³, as established by OSHA regulation. Therefore, there was no indication that Police Cadets have been exposed to lead above the permissible exposure limit established by OSHA.

This notice will be posted for at minimum of 15 business days in an area easily accessible by police cadets. This notice shall constitute adequate notice within the meaning of 29 C.F.R. § 1910.1025 (d)(8)(i).

Please contact Mr. Russ Eilrich at Russell.Eilrich2@va.gov or (501) 257-4161 for questions concerning this notice.