

PRIVATE SETTLEMENT AGREEMENT

The U.S. Department of Education (Agency) and American Federation of Government Employees, AFL-CIO (Union) (*collectively*, the Parties) agree to the following terms and conditions as full and complete settlement of the unfair labor practice charge filed by the Union on August 6, 2023, regarding the Townhall hybrid meeting held on June 26, 2023 (Case No. WA-CA-23-0497).

1. The Agency recognizes its obligation under the Federal Service Labor-Management Relations Statute (Statute) to afford the Union with prior notice of and the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the bargaining unit concerning any grievance, personnel policy or practice, or other general condition of employment.
2. The Agency recognizes that due to technical difficulties experienced during the question-and-answer portion of the meeting, several participants, including the Union, were erroneously disconnected from the meeting.
3. Within thirty (30) calendar days of the signing of this agreement by both Parties, the Agency will identify date options to host a question-and-answer (Q&A) session related to the subject matter discussed during the Town Hall that took place on June 26, 2023.
 - a) The Q&A meeting attendees will be limited to bargaining unit employees. The bargaining unit employee attendees will not be required to request leave to attend the meeting.
 - b) Management will choose their representative(s) to host the Q&A meeting.
 - c) During the Q&A meeting, the Union will be able to make statements and ask questions. The Q&A meeting will be held within sixty (60) calendar days following the signing of this agreement by both Parties.
4. The invitation to employees for the all-employee Town Hall meeting referenced in the above paragraph will be rerun to give the Union an opportunity to participate in the question-and-answer portion of the meeting that took place June 26, 2023. The employee invite for the meeting will include the following statements:
 - a) The Agency recognizes its obligation under the Federal Service Labor-Management Relations Statute (Statute) to afford the Union with prior notice of and the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the bargaining unit concerning any grievance, personnel policy or practice, or other general condition of employment.
 - b) The Union was not able to participate in the all-employee Town Hall meeting that took place on June 26, 2023. As such, the question-and-answer portion of the meeting

will be rerun so that the Union can participate in the meeting. Bargaining unit employees will be able to attend the meeting.

5. In exchange for the Agency's commitment to perform the above-referenced action, the Union agrees to immediately withdraw the ULP charge in Case No. WA-CA-23-0497.

The joint execution of this agreement represents the Union's request to withdraw the unfair labor practice charges in Case No. WA-CA-23-0497.

For the Union:



Sheria Smith
AFGE, Local 252

April 4, 2024
Date

For the Agency:

Adriane Riase
U.S. Department of Education

Date