

SETTLEMENT AGREEMENT

Between

DEPARTMENT OF VETERANS AFFAIRS

And

NATIONAL VETERANS AFFAIRS COUNCIL,

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

National Grievance NG-07/07/16

Police Officers Medical and Psychological Exams

I. Introduction

The National Veterans Affairs Council, American Federation of Government Employees, AFL-CIO ("Union") and the Department of Veterans Affairs ("VA" or "Agency") (collectively referred to as "the Parties") hereby agree to settle the Union's National Grievance (NG-07-07-16), dated July 7, 2016.

II. Terms of the Settlement


- A. By execution of this settlement agreement (hereinafter referred to as "the Agreement"), the Union voluntarily withdraws its National Grievance, dated July 7, 2016, 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 Agreement. The Union agrees to promptly provide any document or take other action necessary to effectuate the withdrawal of its National Grievance.
- B. Within thirty (30) days of the execution of this Agreement, the Agency agrees to issue a Human Resources Management (OHRM) Bulletin in support of Human Resources Management Letter 05-16-05 concerning procedures for obtaining medical examinations and psychological assessments for police officer applicants and incumbents. Additionally, the Agency will attach to the OHRM Bulletin a sample of VA Form 10-5345 outlining the extent of the health information authorized for disclosure on VA Form 10-5345 and limiting the disclosure to the results of the medical examination and psychological assessment (when applicable), in accordance with VA Handbook 5019, Part II, Paragraph 6. NVAC will receive a copy of the OHRM bulletin.

III. Stipulations

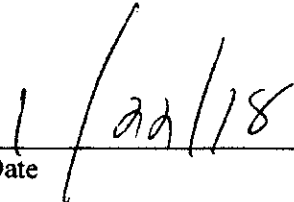
- A. The Parties have entered into this Agreement freely and voluntarily.
- B. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- C. The obligations of the Parties specific above constitute consideration sufficient to render this Agreement enforceable by 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 the National Grievance, dated July 7, 2016, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
- F. The parties agree to cooperate to effectuate the terms of this Agreement.
- G. Either party may bring a claim in the form of a grievance arising from the breach of any term of this Agreement.
- G. This Agreement may not be modified, except by a written agreement signed by the Parties listed below or their representatives.

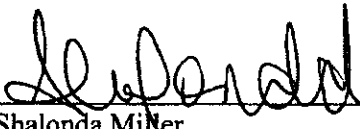
For the Union,



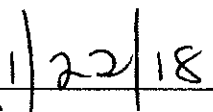
Mary-Jean Burke
First Executive Vice President
Chair, Grievance and Arbitration Committee
National VA Council, AFGE



Date

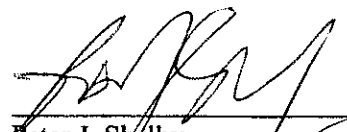


Shalonda Miller
Staff Counsel
National VA Council #53, AFGE

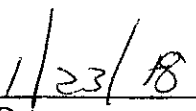


Date

For the Agency,



Peter J. Shelby
Assistant Secretary
Office of Human Resources & Administration
Department of Veterans Affairs



Date