

SETTLEMENT AGREEMENT

NG-6/30/2015

Concerning VA Handbook 5019 (March 27, 2015) – Special Physical Examinations

The National Veterans Affairs Council, American Federation of Government Employees (Union) and the Department of Veterans Affairs (VA) (collectively referred to as the "Parties") hereby agree to settle all disputes arising out of the Union's national grievance dated June 30, 2015, regarding the VA's compliance with its policy and Government regulations on authorization to release medical records for directed or special physical examinations, in accordance with the following terms and conditions:

I. Terms of the Settlement

- A. By execution of this settlement agreement (hereafter referred to as the "Agreement"), the Union voluntarily withdraws its national grievance dated June 30, 2015, 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 or dismissal of its national grievance.
- B. VA will issue guidance to management about VA Handbook 5019, part II, paragraph 5, clarifying the following issues:
 1. employees must complete and sign VA form 10-5345, prior to undergoing a directed or special physical examination. On VA form 10-5345, employees must authorize that the results of those examination can be shared with VA leadership or others with a need to know in an effort to continue the mission of VA;
 2. apart from the results of a directed or special physical examination, VA cannot require that employees provide copies of their own personal health information for directed or special physical examinations. Employees may voluntarily provide personal health information from their health care provider(s);
 3. apart from the results of a directed or special physical examination, VA cannot use any employee personal health information, unless voluntarily provided by the employee, in any disciplinary or performance-based action against the employee for the reasons addressed in VA Handbook 5019, part II, paragraph 5;


4. if, prior to the issuance of the guidance discussed in this Agreement, VA proposed, commenced or effected, disciplinary action against an employee solely based on the employee's failure to authorize the disclosure of the employee's personal health information (apart from the results of a directed or special physical examination) during a directed or special physical examination, VA will rescind the discipline. If discipline was effected, VA will take corrective action for the affected individual;
 5. subject to Government regulations, VA policy, and Veterans Health Administration policy, VA will securely destroy any personal health information that was obtained from employees, when that information was not obtained in accordance with VA and Veterans Health Administration policy, including VA Handbook 5019, part II, paragraph 5; and
 6. employees who wish to obtain health information from their own Employee Medical File can complete VA form 10-5345a.
- C. VA agrees to uphold all laws protecting the privacy of VA patient and employee health care information.

II. Stipulations

The Parties stipulate that:

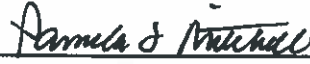
- A. They have entered into this Agreement freely and voluntarily.
- B. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
- C. The obligations of the Parties constitute consideration sufficient to render this Agreement enforceable by either party.
- D. This 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, and there are no other terms or commitments, verbal or written, regarding the settlement of the national grievance.
- F. Either party may submit the Agreement as evidence of withdrawal of the national grievance or as evidence of the Union'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 Agreement.

H. This Agreement may only be modified in writing by the Parties listed below or their representatives:



For the Union
Gregory J. Meditz
Staff Attorney

1/5/2016
Date



For the Department of Veterans Affairs (VA)
Pamela S. Mitchell
Deputy Assistant Secretary
Office of Human Resources Management
VA Office of Human Resources and Administration

4 FEB 2016
Date