

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 the reimbursement of continuing professional education expenses under 38 U.S.C. § 7411 ("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. The first covered period ("First Covered Period") is defined as the fiscal years of 2001 through 2005, inclusive.
- B. The second covered period ("Second Covered Period") is defined as the fiscal years of 2006 through 2009, inclusive.
- C. An eligible employee ("Eligible Employee") is defined as an AFGE bargaining unit employee who is covered by 38 U.S.C. § 7411, namely a full-time, board certified physician appointed under 38 U.S.C. § 7401(1) or a full-time, board certified dentist appointed under 38 U.S.C. § 7401(1), who was an employee of the Veterans Health Administration during the First Covered Period and/or Second Covered Period.
- D. Continuing Professional Education Reimbursable expenses ("CPE Reimbursable Expenses") are defined as continuing professional education ("CPE") course fees, course supplies, transportation, meals and incidental expenses, and/or lodging expenses incurred by an Eligible Employee during the First Covered Period and/or Second Covered Period, for which an Eligible Employee has not been previously reimbursed.
- E. A designated agency official ("Designated Agency Official") is defined as the Facility Education Officer, or a similarly designated official, at an Eligible Employee's current or past employing VA Medical Center.

III. Terms of Settlement

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

A. Within sixty (60) days of the execution of this Settlement Agreement, VA will notify all Eligible Employees of their right to request reimbursement for CPE Reimbursable Expenses that they incurred during the First Covered Period and/or Second Covered Period.

B. An Eligible Employee may submit a request for reimbursement for his/her CPE Reimbursable Expenses to the Designated Agency Official within sixty days (60) of the date that the Agency provides the notice set forth in Section III.A. A separate request must be submitted for each fiscal year. If CPE expenses are incurred in fiscal year 2009, an employee covered by 38 U.S.C. § 7411 may submit his/her request for reimbursement of up to one thousand dollars (\$1000.00) for fiscal year 2009 to the Designated Agency Official within sixty (60) days of his/her completion of a CPE program or activity.

C. If a VA Medical Center has a reasonable basis for concluding that an overpayment for CPE Reimbursable Expenses has or will occur, the VA Medical Center may verify the propriety of the requested amount.

D. First Covered Period - If an Eligible Employee submits a request for reimbursement for his/her CPE Reimbursable Expenses incurred during the First Covered Period, VA will reimburse the Eligible Employee a maximum of five hundred dollars (\$500.00) per fiscal year upon the employee's submission of the following:

- i. Evidence that the Eligible Employee was a full-time, board-certified physician or full-time, board-certified dentist during the fiscal year(s) for which reimbursement is sought (e.g., a copy of his/her delineation of clinical privileges form(s), an SF-50);
- ii. Evidence that the Eligible Employee was credentialed by the facility during the fiscal year(s) for which reimbursement is sought;
- iii. Certification by the Eligible Employee that, to the best of his/her knowledge, he/she has not been previously reimbursed five hundred dollars (\$500.00) or more for the requested CPE Reimbursable Expenses; and,
- iv. Certification by the Eligible Employee:
 1. that he/she incurred CPE Reimbursable Expenses equal to or greater than five hundred dollars (\$500.00) for the applicable fiscal year(s) of the First Covered Period; or,
 2. that he/she incurred CPE Reimbursable Expenses of less than five-hundred dollars (\$500.00) for the applicable fiscal year(s) of the

First Covered Period and specification of the actual or estimated expenses incurred; or,

3. that he/she incurred CPE Reimbursable Expenses in excess of the amount for which he/she has been previously reimbursed, not to exceed a total of five hundred dollars (\$500.00). No Eligible Employee will receive an amount greater than five hundred dollars (\$500.00) per fiscal year for the First Covered Period.

(A sample request for CPE Reimbursable Expenses for the First Covered Period is attached hereto as Attachment A.)

E. Second Covered Period - If an Eligible Employee submits a request for reimbursement of their CPE Reimbursable Expenses incurred during the Second Covered Period, VA will reimburse the Eligible Employee up to one thousand dollars (\$1000.00) per fiscal year of the Second Covered Period upon the employee's submission of the following:

- i. Evidence that the Eligible Employee was a full-time, board-certified physician or full-time, board-certified dentist (e.g., a copy of his/her delineation of clinical privileges form(s), an SF-50);
- ii. Submission of a brochure or description of the CPE program or activity;
- iii. Evidence of attendance at an approved CPE program or activity (e.g., certificate of attendance or course completion);
- iv. Copies of payment receipts or comparable documentation of CPE expenses (e.g., e-ticket for airline ticket, hotel receipt, copy of credit card statement);
- v. Certification by the Eligible Employee that, to the best of his/her knowledge, he/she has not been previously reimbursed one thousand dollars (\$1000.00) or more for the requested CPE Reimbursable Expenses; and,
- vi. A request by the Eligible Employee indicating that :
 1. that he/she incurred CPE Reimbursable Expenses equal to or greater than one thousand dollars (\$1000.00) for the applicable fiscal year(s) of the Second Covered Period; or,
 2. that he/she incurred CPE Reimbursable Expenses of less than one thousand dollars (\$1000.00) for the applicable fiscal year(s) of the Second Covered Period and specification of the actual or estimated expenses incurred; or,
 3. that he/she incurred CPE Reimbursable Expenses in excess of the amount for which he/she has been previously reimbursed, not to exceed a total of one thousand dollars (\$1000.00). No Eligible

Employee will receive an amount greater than one thousand dollars (\$1000.00) per fiscal year for the Second Covered Period.

(A sample request for reimbursement of CPE expenses for the Second Covered Period is attached hereto as Attachment B.)

F. Once the Agency has met its bargaining obligations at the National and Local level on any new policies relating to this matter, such policies will govern any future CPE reimbursements for periods not covered by this Agreement.

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.

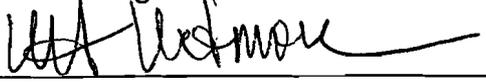
D. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.

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 AFGE'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: 11.06.08



For the Agency

Date: 12/19/08

ATTACHMENT A: SAMPLE REQUEST FOR REIMBURSEMENT OF CONTINUING PROFESSIONAL EDUCATION EXPENSES FOR FIRST COVERED PERIOD, FISCAL YEARS 2001- 2005

REQUEST FOR REIMBURSEMENT OF CONTINUING PROFESSIONAL EDUCATION EXPENSES FOR (FISCAL YEAR 200X)

DATE: [Date]

TO: Facility Education Officer

FROM: [Name]

SUBJ: Request for Reimbursement of Continuing Professional Education Expenses for Fiscal Year [200X]

NOTE: A separate form must be completed for each fiscal year claimed.

1. I was a full-time, board-certified [physician or dentist] during the fiscal year [200X] at the [identify name(s) of VA Medical Center(s)].

2. I am requesting reimbursement for my continuing professional education expenses during fiscal year [200X], which have not been previously reimbursed by the [identify name(s) of VA Medical Center(s)].

3. Attached are copies of my [evidence of credentialing of VA Medical Center, i.e. a copy of the VetPro electronic credentials, a delineation of clinical privileges form(s), a SF-50] for fiscal year [200X].

4. I certify that (Check One):

A. _____ My continuing professional education expenses are equal to or greater than five-hundred dollars (\$500.00) for fiscal year [200X] and, to the best of my knowledge, I have not been previously reimbursed for these continuing professional education expenses.

B. _____ My continuing professional education expenses are less than five-hundred dollars (\$500.00) for fiscal year [200X]. To the best of my knowledge, I incurred continuing professional education expenses of [\$-----, insert actual dollar amount or approximation of dollar amount] and I have not been previously reimbursed for these continuing professional education expenses.]

C. _____ I was previously reimbursed for some, but not all, of my continuing professional education expenses in an amount less than five-hundred dollars (\$500.00) for fiscal year [200X]. To the best of my knowledge, I

was previously reimbursed [insert actual dollar amount or approximation of dollar amount] for my continuing professional education expenses during the fiscal year [200X]. I am claiming [\$-----, insert actual dollar amount claimed], being the difference between what I was paid and the lesser of my actual, best estimated expenses or five hundred dollars (\$500.00).]

5. I certify that the facts stated above are true to the best of my knowledge. *I understand that the Agency may request additional evidence of my claimed continuing professional education expenses, if appropriate.*

[Signature]

[Name]

Attachments: [Identify Evidence of Annual Credentialing]

**ATTACHMENT B: SAMPLE REQUEST FOR REIMBURSEMENT OF CONTINUING
PROFESSIONAL EDUCATION EXPENSES FOR SECOND COVERED PERIOD, FISCAL
YEARS 2006 – 2009**

**REQUEST FOR REIMBURSEMENT OF CONTINUING PROFESSIONAL EDUCATION
EXPENSES FOR (FISCAL YEAR 200X)**

DATE: [Date]

TO: Facility Education Officer

FROM: [Name]

SUBJ: Request for Reimbursement of Continuing Professional Education Expenses for Fiscal Year[200X]

NOTE: A separate form must be completed for each fiscal year claimed.

1. I was a full-time, board-certified [physician or dentist] during the fiscal year [200X] at the [identify name(s) of VA Medical Center(s)].

2. I am requesting reimbursement for my continuing professional education expenses during fiscal year [200X], which have not been previously reimbursed by the [identify name(s) of VA Medical Center(s)].

3. Attached are copies of my [evidence of credentialing of VA Medical Center, e.g., a copy of the VetPro electronic credentials, a delineation of clinical privileges form(s), a SF-50] for fiscal year [200X]; [evidence of attendance at an approved continuing professional education program; e.g., a certificate of attendance or course completion]; and [copies of payment receipts or comparable documentation of continuing professional education expenses, e.g. e-ticket for an airline ticket, hotel receipt, copy of credit card statement].

4. I am requesting (Check One):

A. _____ My continuing professional education expenses are equal to or greater than one thousand dollars (\$1000.00) for fiscal year [200X] and, to the best of my knowledge, I have not been previously reimbursed for these continuing professional education expenses.

B. _____ My continuing professional education expenses are less than one thousand dollars (\$1000.00) for fiscal year [200X]. To the best of my knowledge, I incurred continuing professional education expenses of [\$----, insert actual dollar amount or approximation of dollar amount] and I have not been previously reimbursed for these continuing professional education expenses.]

C. _____ I was previously reimbursed for some, but not all, of my continuing professional education expenses in an amount less than one thousand dollars (\$1000.00) for fiscal year [200X]. To the best of my knowledge, I was previously reimbursed [insert actual dollar amount or approximation of dollar amount] for my continuing professional education expenses during the fiscal year [200X]. I am claiming [\$-----, insert actual dollar amount claimed], being the difference between what I was paid and the lesser of my actual, best estimated expenses or one thousand dollars (\$1000.00).]

5. I certify that the facts stated above are true to the best of my knowledge. *I understand that the Agency may request additional evidence of my claimed continuing professional education expenses, if appropriate.*

[Signature]

[Name]

Attachments:[Identify Evidence of Annual Credentialing]; [Identify evidence of attendance at an approved continuing professional education program]; [Identify copies of payment receipts or comparable documentation of continuing professional education expenses]