

SETTLEMENT AGREEMENT

The National Nurses United, AFL-CIO (NNU or the Union), and the Department of Veterans Affairs, Veterans Health Administration (VHA or Management), hereby agree to settle all disputes arising out of NNU's National Grievance concerning the alleged violations of Article 22, section 2 C of the VA-UAN Master Contract, the VA-UAN MOU dated 10/27/07, and VA Handbooks 5007/27, Part V, Chapter 2, paragraph 2.d. and 5011/13 (National Grievance dated 5/9/11).

By execution of this settlement agreement (hereafter "Agreement"), NNU and VHA (collectively, the parties) have agreed to the following:

- A. Registered Nurses (RNs) are responsible for verifying that their leave and earning statements (LES) reflect their leave balances, including compensatory time and earnings, accurately.
- B. RNs are responsible for requesting, in writing, to use any approved compensatory time by the end of the 26th pay period following the pay period in which it is earned.
- C. Until RNs' compensatory time balances can be reflected in the Electronic Time and Attendance (ETA) system beyond 8 pay periods, when Management approves compensatory time off in lieu of overtime pay, Management will provide RNs with written notification of the following:
 - a) the date of the overtime worked;
 - b) the number of overtime hours worked; and,
 - c) that the approved compensatory time will expire after 26 pay periods.
- D. From 11/11/07 through the date of this Agreement, if an RN lost approved compensatory time because it was not used within 26 pay periods following the pay period in which it was earned, the lost compensatory time will be restored to the RN for use within 26 pay periods from the effective date of its restoration. The restoration shall be completed within 180 working days from the date of the execution of this Agreement. The provisions of VA Directive and Handbook 5007, VA Directive and Handbook 5011, and Article 22 of the parties' Master Agreement will apply to the use of the restored compensatory time.
- E. Each local facility shall provide the NNU Local Director and the NNU-VA Council Chair a list of all the RNs at the local facility who are eligible to have their lost compensatory time restored no later than 180 working days from the date of the execution of this Agreement.
- F. Any compensatory time that was converted to overtime pay after 26 pay periods from 11/11/07 through the date of this Agreement is not eligible to be restored.
- G. Any credit hours that were dropped from 11/11/07 through the date of this Agreement are not eligible to be restored.
- H. NNU hereby voluntarily withdraws the National Grievance dated 5/9/11.
- I. NNU hereby waives any and all action, claims, unfair labor practice charges, complaints, grievances, appeals or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any claims that may arise by reason of breach of any term of this Settlement Agreement.

Jenna R. Westmoreland RN

For the Union

[Signature]

Date: 11-2-11

Date: 11.16.11

For VHA

[Signature]

For the Department

Date: 11-17-11