

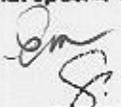
SETTLEMENT AGREEMENT

The National Nurses United, AFL-CIO ("NNU" or "the Union") and the Department of Veterans Affairs, Veterans Health Administration ("VHA" or "the Administration") hereby agree to settle all disputes arising out of NNU's National Grievance concerning the "Untimely Proficiency Ratings with regard to Registered Nurses (RN)" at the Atlanta VAMC, Denver VAMC, Tampa VAMC, Westside Chicago (Jesse Brown) VAMC, Augusta VAMC, Cincinnati VAMC, Dayton VAMC, Des Moines VAMC, Durham VAMC, Hines VAMC, Lake City VAMC, and Martinsburg VAMC, ("the National Grievance"), in accordance with the following terms and conditions.

I. SETTLEMENT TERMS

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

- A. NNU hereby voluntarily withdraws the National Grievance.
- B. NNU hereby waives any and all actions, 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.
- C. Upon execution of this agreement, VHA agrees to do the following:
 1. Complete and communicate to the respective RN's all proficiency reports that were past due as of April 1, 2011 at the following facilities: Atlanta VAMC, Cincinnati VAMC, Denver VAMC, and Tampa VAMC.
 2. Provide a written memo to the local NNU president or designated union official at the Atlanta VAMC, Cincinnati VAMC, Denver VAMC, and Tampa VAMC that all proficiency reports identified in C.1 above have been completed and communicated to the RN. This written memo will be provided within 45 business days of execution of this agreement.
 3. Provide a written memo to the local NNU president or designated union official at the Augusta VAMC, Westside Chicago (Jesse Brown), Dayton VAMC, Des Moines VAMC, Durham VAMC, Hines VAMC, Lake City VAMC, and Martinsburg VAMC that all proficiency reports that were past due as of April 1, 2011 are complete and communicated to the RN. This written memo will be provided within 15 business days of execution of this agreement.
 4. Sign and date the proficiency report on the date it is reviewed by the supervisor with the RN. The supervisor will provide a copy of the proficiency report to the RN. No back dating shall be permitted or required.
 5. Upon written request, management shall furnish to the local designated union official a report from the facility regarding late RN proficiencies. The report will contain the RN's name, the RN's proficiency due date, and number of late proficiencies for that specific facility.


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- D. The parties recognize that some proficiency reports may not be completed within the timeframes agreed above because of extended employee absence due to illness, military service, or other unforeseen circumstances. In such cases, upon Union's written request, management agrees to provide a report from the facility stating the number of outstanding proficiency reports and a general reason for the delay.

II. STIPULATIONS

The parties further stipulate and agree that:

- A. The parties have entered into this Settlement Agreement freely and voluntarily.
- B. This agreement is specific to RN proficiency reports that are late as of April 1, 2011 at the above referenced VA facilities. 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 Settlement 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 Administration or the Union may submit this Settlement Agreement as evidence of withdrawal of the National Grievance or as evidence of NNU'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 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 written agreement signed by the undersigned herein.

Diana L Westwoodland, RN Date: 5-6-11

For the Union

Sylma Vargas

Date: 5.09.11

For the Administration

[Signature]

Date: 5-11-11

For the Department