

SETTLEMENT AGREEMENT

National Nurses United ("NNU" or "the Union") and the Department of Veterans Affairs ("Agency") hereby agree to settle all disputes arising out of NNU's National Grievance alleging a breach of Article 43, Section 3A(3) regarding the Agency providing to the Union lists of dues-paying members (the National Grievance"), in accordance with the following terms and conditions.

I. Withdrawal of Grievance

By execution of this settlement agreement (hereafter "Agreement" or "Settlement Agreement"), NNU 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. NNU agrees to withdrawal the National Grievance within 10 calendar days of the last signature effectuating this agreement.

II. Terms of Settlement

By execution of this Agreement, NNU and the Agency (collectively the "parties") have agreed to the following:

A. Dues Withholding Anniversary Date Reports

1. In order to acquire and populate the anniversary dates for all RNs, the VHA payroll policy office will require all local payroll offices to review the employee payroll folders for all NNU dues-paying members who do not currently have an anniversary date displayed on the RSD Union Anniversary Date Report (MPU1). If the anniversary date is found for the NNU member in the employee payroll folder, the date will be entered by the payroll technician in the member's employee master record. The anniversary date captured on a union enrollment form will be used as the anniversary date for the employee.
2. If the anniversary date is not found in the employee payroll folder, the local payroll office will request that the NNU local Director provide documentation that will provide the anniversary date. The local payroll office will only accept documentation signed by the union representative. If the local NNU Director does not have documentation that will provide the anniversary date, the local payroll office or the local NNU Director may contact the NNU bargaining unit employee to ask for documentation that will provide that information.
3. If documentation cannot be found or is not provided that identifies the employee dues withholding anniversary date, the local payroll office will request that the NNU member submit the dues anniversary date designation form (attached) to the payroll office. This form will only be used to provide an anniversary date relating to this grievance and will not be used for any other purpose. This form will set the anniversary date as January 1, 2011, and will allow the employee to sign and date. In the event that an employee does not provide an anniversary date or a signed designation form, the member's anniversary date will be set as January 1, 2011.

4. The dues withholding anniversary date for NNU members will be populated in the employee master record in the VA system. VHA will ensure all new dues withholding anniversary dates for new dues-paying NNU members will be entered into the VA system. Additionally, the Payroll HR Systems Service Office will determine what changes will be needed to make the anniversary date a required field to prevent this data from being omitted.
 5. The Austin Information Technology Center (AITC) will issue bi-weekly dues withholding anniversary reports that list the anniversary date and dues paying NNU member to all local NNU offices. NNU will provide the precise address of all local NNU offices to Scott Bates at Scott.Bates@va.gov. Mr. Bates will submit the addresses to the AITC to begin mailing the reports to the local NNU offices. Once an address is submitted, AITC will begin mailing the report within two pay periods.
- B. Remittance reports that include the identification of NNU members for whom allotments have been temporarily stopped and those who are making a final deduction due to termination are currently provided to the national NNU office. After the Union submits the addresses of local NNU offices to Mr. Bates in accordance with paragraph II(A)(5), Mr. Bates will submit the addresses to DFAS to begin mailing the report to local NNU offices. Once an address is submitted, DFAS will begin mailing the reports to local NNU offices after two pay periods. Remittance reports will also continue to be sent to the National NNU office.

III. 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 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 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.

Donald Westmoreland, RN Date: 2-16-11
For NNU Irma Westmoreland, RN

Brad Burton Date: 2-16-11
For NNU Brad Burton

Ryan Felt Date: 2-22-11
For the Agency