

SETTLEMENT AGREEMENT

National Nurses United ("NNU" or "the Union") and the Department of Veterans Affairs ("the Agency") hereby agree to settle all disputes arising out of NNU's October 10, 2010, National Grievance alleging a violation of the memorandum of understanding (MOU) between NNU and the Agency, dated October 9, 2008, concerning VA Handbook 0735, "Personal Identity Verification (PIV) for Federal Employees and Contractors," 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 withdraw 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. Long-Term Solution

1. Designated points-of-contact at each NNU facility will be provided with access to the VetPro credentialing and privileging system to validate the RN credential.
2. The system and process changes necessary to include the validated RN designation on the printed PIV badge will be implemented on or before August 31, 2011.

B. Interim Solution Until Long-Term Solution is Finalized

1. NNU facilities may continue to use the current system for ID cards issued with the RN designation as agreed to in paragraph 2 of the MOU dated October 9, 2008, or
2. NNU facilities may issue the new PIV badge if a visible "hang-tag" with the RN designation is attached to the PIV badge.

III. Stipulations

The parties further stipulate 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.

Samuel Westmoreland, RN
For the Union Chair NNU-VA

5-31-11

Date

Denise Briggs
For the Agency

6-6-11

Date