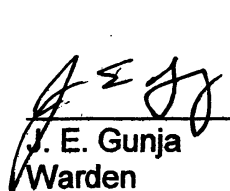


SETTLEMENT AGREEMENT

THE PARTIES agree to the following terms and conditions in full settlement of the grievance filed on September 1, 2006, on behalf of the nursing staff represented by AFGE CPL local 1612:

- The agency and the union agree to fully comply with the Nursing Roster Agreement dated November 1, 2005.
- The agency and the union agree the roster negotiated for July through September 2006 is acceptable and not impacted by this agreement.
- The agency will allow any staff pulled from their roster post for at least seven weeks or 280 duty hours during the respective quarter to be credited with their bid on post or the post they were re-assigned to, at the employees request.
- The agency agrees to credit staff pulled to multiple posts for at least seven weeks or 280 duty hours during the respective quarter as having served their post of assignment on the roster or to sick and annual, at the request of the employee.
- The agency and the union agree it is the responsibility of the employee to make management aware of the employee's request to be given credit for a post other than the original post of assignment on the roster.
- The agency agrees to verify the claims of staff requesting consideration for credit of posts other than the one they were assigned to on the original roster and provide the union with any supporting documentation for claims that are denied.
- Upon execution of this agreement the union and the nursing staff represented by AFGE CPL local 1612 agree to withdraw the grievance, as this agreement settles any and all matters related to the grievance filed on September 1, 2006.
- The parties acknowledge that the terms of this agreement have been completely read, are fully understood, have been freely reached, and are voluntarily accepted.


FOR THE AGENCY:



J. E. Gunja
Warden

9/28/06
DATE

FOR THE UNION/GRIEVANT:



Karrie Wright FOR
Representative for Union/Grievant

DATE 9-28-06