

WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

And

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES, State of Washington

SETTLEMENT AGREEMENT

The parties in this case, WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE), and State of Washington, DEPARTMENT OF CHILDREN YOUTH AND FAMILIES (DCYF), Employer, by and through the undersigned, desiring to fully and finally resolve and settle all claims, grievances, and demands to bargain concerning issues related to Group A Assignment Pay for Reference 77B for the Social Service Specialist 2's (SSS2s) in-training, and disputes concerning the occurrence of an overpayment, enter into this Agreement under the following terms and conditions:

A. UNION AGREES:

1. All claims, grievances, and demands to bargain concerning issues related to Group A Assignment Pay for Reference 77B for the SSS2s in-training, and disputes concerning the occurrence of an overpayment, are hereby withdrawn, and the right to pursue said claims, including grievances to arbitration as would otherwise be allowed under the collective bargaining agreement between the parties, is hereby permanently relinquished. WFSE agrees that failure to abide by this provision of this Agreement will allow DCYF to submit a copy of this Agreement as an absolute defense to the pursuit of such a grievance via arbitration or any other means, and entitle DCYF to recover from WFSE any and all costs incurred by DCYF as a result of this action, subsequent to the date of final signature of this Agreement.
2. WFSE agrees that in the event it seeks to pursue its demand for arbitration, WFSE will pay one hundred percent (100%) of any arbitrator's fees incurred.
3. WFSE and its heirs, assigns or other successors in interest, agrees to release the State of Washington, DYCF and its officers, employees and contractors from any and all claims and/or causes of action based upon actions taken in their official and/or individual capacity that arise out of or relate to the circumstances underlying and resulting from Group A Assignment Pay for Reference 77B for the SSS2s in-training. This includes, but is not limited to any and all claims, demands to bargain, grievances, unfair labor practice complaints, claims arising under the Washington State Law Against Discrimination (WSLAD), The Americans with Disabilities Act (ADA), and the Family Medical Leave Act (FMLA), lawsuits, civil or otherwise, and all other statutory, common law and tort claims.

B. DCYF AGREES:

1. To pay the 10% Group A Assignment Pay, Reference 77B, to SSS2s-in training during the first 12 consecutive months of their probationary period until they reach

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their goal class of SSS3 who were hired, or provided an offer letter, prior to October 27, 2023.

2. To pay the 10% Group A Assignment Pay, Reference 77B, to current SSS1s who were hired, or provided an offer letter, prior to October 27, 2023, *when* they become an SSS2s-in training. They will receive the AP during the first 12 consecutive months of their probationary period until they reach their goal class of SSS3. Eligibility for an SSS1, hired before October 27, 2023, to receive the AP as an SSS2 expires on June 30, 2025.
3. The employees who will receive this assignment pay are listed in Attachment A, which is hereby incorporated into this Agreement.
4. The parties agree to waive the overpayment occurrence in consideration for the Union's withdrawal of their claims, grievances, and demands to bargain in paragraph A.1 above.
5. DCYF agrees to comply with the parties collective bargaining agreement Article 42.28, Appendix O, AP Reference 77B which provides for a 10% assignment pay to SSS3, 4, and 5s. DCYF will not continue to give assignment pay to SSS2-in training except to those listed in Attachment A as described in paragraph B.3 above.

C. THE PARTIES FURTHER AGREE:

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that WFSE has or may have had against the State of Washington, DCYF, its officers, agents and employees, including issues arising out of or relating to Group A Assignment Pay for Reference 77B for the SSS2s in-training, and disputes concerning the occurrence of an overpayment.
2. This Agreement and the parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.
3. That the sole remedy for any alleged breach of this Agreement is an action for specific performance brought in Thurston County Superior Court.
4. This Agreement may be released with or without authorization if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, or as necessary during the course of litigation.
5. This Agreement is not precedent setting and does not establish a practice.
6. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties and resolution of all disputes that may exist between the parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.

7. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
8. A photocopied signature to this agreement shall be given effect as if it were an original signature.

By signing this Agreement, I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed: _____

Date: 11/7/2023

Marcos Rodriguez
Director of Human Resources
Department of Children, Youth and Families
State of Washington

Signed: _____

Date: 11/2/2023

Jason Holland
Labor Advocate
Washington Federation of State Employees

Signed: _____

Date: 11/8/2023

Hannah Hollander
Labor Negotiator
Labor Relations Office
Office of Financial Management
State of Washington