

Settlement Agreement and Release of All Claims
By and Between
King County
and
Washington State Nurses Association
Representing Staff Nurses in
Seattle-King County Public Health and Department of
Adult and Juvenile Detention

Subject: Nurse Holiday Pay Premium [310] - @ Step 2

King County and the Washington State Nurses Association (WSNA) enter into this Settlement Agreement as follows:

Background

The purpose of this Agreement is to provide mutually agreed terms related to the payment of nurses under the WSNA Staff Unit Collective Bargaining Agreement (CBA) that perform actual work on a holidays as defined by the parties' CBA. The parties mutually agree that, in accordance with the terms set forth below, nurses that work hours on a holiday will receive a holiday pay premium that shall not be used by King County as a credit for payment of overtime hours over forty in a single FLSA workweek. In exchange, the WSNA agrees to withdraw any grievances, complaints, and outstanding information requests that have been filed related to the nurse holiday pay premium. This Agreement and the retroactivity period it provides for are representative of the efforts King County has undertaken to improve nurse staffing incentives, reduce mandatory overtime, and recognize nurses committed to providing patient care on holidays.

Agreement

In consideration of the mutual agreements set forth below, the sufficiency of which is hereby acknowledged, the County and WSNA agree to the following, including amendments to the parties CBA as indicated by the underlined changes below.

- **Section 9.3.1 Holiday Premium Pay:** Regular employees who work on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall receive either one and one half (1-1/2) times their regular rate of pay for the hours worked or one and one-half (1-1/2) times the hours worked (compensatory time) to be taken off at another date. Compensatory time earned via holiday premium per this section shall be issued as vacation except for nurses employed by DAJD who will continue to accrue compensatory time in lieu of holiday pay.

- **Section 9.3.2.** Part-time and temporary employees will be paid at the rate of time and one-half (1-1/2) times their straight rate of pay for work on the holidays listed in Article

9, Section 1. Such pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA. Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or his/her designee.

- Section 9.3.3. Holiday Premium Pay shall not be used to offset pay for overtime hours worked in excess of forty in one FLSA workweek. Any hours worked beyond forty in any single FLSA workweek will be paid at the rate of one and one-half times the nurse's FLSA regular rate of pay per Section 13.3.1 in addition to any hours of Holiday Pay Premium.

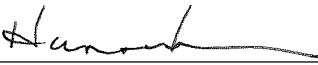
JHS Settlement Payment and Effective Date. For nurses working in Jail Health Services, the effective date for any retroactive pay owed based on the CBA changes referenced above shall be January 1, 2017. Per this Agreement, two nurses that have separated from King County employment shall receive the following settlement amounts. Jeff Sue shall receive \$159.64. Carolyn Michels shall receive \$207.24. All settlement payments pursuant to this Agreement shall be subject to standard payroll tax withholdings.

All Other Divisions Effective Date. For all nurses working staff in other (non-JHS) Divisions, the effective date shall be prospective on the next pay period following the execution of this Agreement.

Grievance Withdrawal. The WSNA agrees to withdraw any grievances, complaints, or information requests that have been filed as of the signature date of this Agreement and to consider the matter fully resolved by the terms of this Agreement.

Entire Agreement. This Agreement represents the complete understanding of the Settlement Agreement terms reached between the County and the WSNA.

For the Washington State Nurses Association:

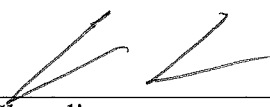


Hanna Welander, BSN, RN
Nurse Representative

4/25/18

Date

For King County:



Andre Chevalier
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

4/25/18

Date