

RELEASE AND SETTLEMENT AGREEMENT

An Agreement entered into between the Department of Labor and Industries and King County
Department of Public Health, Jail Health Services Division

Re: Infraction No. I 14326

Section No. 1 – PARTIES: The following parties enter into this Release and Settlement Agreement, freely and voluntarily:

- [1] King County, Department of Public Health, Jail Health Services Division (hereinafter King County); and
- [2] The Department of Labor and Industries of the State of Washington (hereinafter the Department).

Section No. 2- PURPOSE: The parties enter into this Agreement to resolve infraction against King County dated December 5, 2013.

- 2.1 The Department investigated a complaint filed by Derek Van Eyck on April 30, 2013. After investigation, the Department issued an infraction against King County. On December 23, 2013 King County contested the infraction to King County District Court. A trial date was set for March 14, 2014.
- 2.2 The Department's infraction alleges King County violated RCW 49.28.140 by requiring Mr. Van Eyck to work mandatory overtime hours without making all reasonable efforts to obtain staffing; and did not provide the department with evidence of an existing plan for pursuing alternative staffing prior to requiring staff to work overtime.
- 2.3 The Department and King County desire to settle the claims between themselves regarding the April 30, 2013 complaint filed by Derek Van Eyck.
- 2.4 The parties have entered into this Agreement for the purpose of avoiding the inconvenience, uncertainty, and expense of litigation.
- 2.5 The parties freely enter into this Agreement as reflected by their signatures hereto.

Section 3- TERMS OF SETTLEMENT: In consideration of the mutual covenants of this Agreement, the parties agree as follows:

- 3.1 King County agrees to pay to King County District Court a fine of three hundred and fifty dollars (\$350.00). King County will do an interfund transfer between Public Health and District Court to satisfy the fine on or before March 30, 2014.

- 3.2 The parties agree that one of the ways an employer does not violate RCW 49.28.040 is by using reasonable efforts to obtain staffing before mandating overtime. Reasonable efforts is defined in RCW 49.12.130(6). To show it has used reasonable efforts, King County has to comply with all of the provisions of RCW 49.12.130 (6). RCW 49.28.130 (6)(a) requires employers to ask all available qualified staff who are currently working to volunteer to work overtime before mandating an employee to work overtime. "All available staff" means those staff who are working in the facility when the charge nurse is notified that there is a shortage of staff for the next shift that will cause staffing to be below mandated levels.

One of the ways that King County can comply with RCW 49.28.130(6)(a) is to create a weekly list where staff can indicate on the list if they are available to work overtime on any shifts during the work week. Staff can also indicate which shifts they are not available to work. If a staff member does not fill out the list, that person will still need to be asked if they are willing to work overtime before requiring another nurse to work overtime. If a staff member indicates on the list that they are willing to work a shift but then the staff member later becomes unavailable to work that shift, the staff member will not be required to work that shift unless RCW 49.28.140(3) is followed. The Department has reviewed King County's new policy Mandating Procedures for Charge Nurses effective July 2013. That policy does comply with Chap. 49.28 RCW if all of the procedures in that policy are followed before mandating overtime.

- 3.3 King County Jail Health Services management agrees to ensure that all staff, including team leads, supervisors, managers and staff regarding the requirements of the law and their methods for complying with it.
- 3.4 The consideration recited is the sole consideration for this Agreement. The parties understand that the consideration recited settles the claims of the Department against King County for its alleged violation of RCW 49.28.150 on April 29, 2013 to April 30, 2013. The parties acknowledge there may be other claims not contained in the April 30, 2013 complaint filed by Derek Van Eyck or other employees who have similar claims and those claims are not settled or covered by this Agreement.
- 3.5 For the consideration recited, the Department releases King County from allegations listed under ¶ 2. Infraction No. I 14326 will be shown as "settled" in the Department's records and not as a finding of wrongdoing.

Section No. 4 – MISCELLANEOUS:


- 4.1 This Agreement has been completely read, fully understood, and voluntarily accepted after complete consideration of all facts and respective legal rights. This is a fully integrated Agreement. Any term or condition not incorporated in the Agreement is void. This Agreement constitutes the final written expression of all

of the terms of settlement and is a complete and exclusive statement of those terms. No other agreements, in writing or oral, bind the parties.

- 4.2 This Agreement is made and entered into in the State of Washington and shall be interpreted, enforced, and governed under the laws of this State. The language of the Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.
- 4.3 If King County fails to pay the fine owed by the date specified in ¶ 3.1 the full one thousand dollar (\$1,000.00) penalty that was originally assessed will become immediately due and owing and the Department can use any collections procedures authorized by law to collect the remaining amount.
- 4.4 All parties have been given sufficient time and opportunity to consult with legal counsel if desired.
- 4.5 The parties each present they have the full power and actual authority to enter into this Agreement and to carry out all of the actions required of them by this Agreement. Anyone executing this Agreement in a representative capacity warrants that they have full power and authority to bind their respective departments, agencies, corporations, partnerships, and/or entities.
- 4.6 For purposes of this Agreement, signatures by facsimile are acceptable.
- 4.7 The date of execution shall be the date of the last signature.

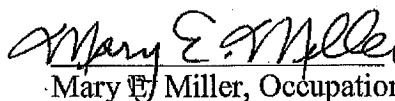
EMPLOYER:

[King County]:

 on this 14 day of March, 2014.

Betty Pine, Director
King County Dept. of Public Health, Jail Health

DEPARTMENT OF LABOR AND INDUSTRIES:

 on this 13 day of March, 2014.
Mary E. Miller, Occupational Nurse Consultant

cc: [Mary E. Miller, Occupational Nurse Consultant]