

ARBITRATION NO. 01-22-0005-0051(2022May16MillerJJ)
WASHINGTON FEDERATION OF STATE EMPLOYEES and
ASHLEY MILLER, Grievants,
and
DEPARTMENT OF HEALTH, State of Washington, Employer

SETTLEMENT AGREEMENT

The parties in this case, WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE), ASHLEY MILLER, Grievants, and State of Washington, DEPARTMENT OF HEALTH (DOH), Employer, by and through the undersigned, desiring to fully and finally resolve and settle Arbitration No. 01-22-0005-0051 Grievance No:2022May16MillerJJ related to the interim arbitration award to consolidate grievances (2022June8MillerJJ, 2022Oct27MillerJJetal, and 2022Dec7MillerJJ, the pending issue of probationary evaluation, and all other claims related to ASHLEY MILLER'S employment with DOH, enter into this Agreement under the following terms and conditions:

A. UNION and EMPLOYEE AGREE:

1. Arbitration No. 01-22-0005-0051, (Grievance No. 2022May16MillerJJ) resulting from the Interim Award regarding the Union's claim of consolidation of Grievance No.'s: 2022June8MillerJJ, 2022Oct27MillerJJetal and 2022Dec7MillerJJ with the May 16, 2022 grievance related to ASHLEY MILLER'S EXTENSION OF HER PROBATIONARY PERIOD and the matter of the Probationary Evaluation is hereby withdrawn and settled in full, and the right to pursue said grievances 2022Jun8MillerJJ, 2022Oct27MillerJJetal and 2022Dec7MillerJJ to arbitration as would otherwise be allowed under the collective bargaining agreement between the parties is hereby permanently relinquished. WFSE and ASHLEY MILLER agree that failure to abide by this provision of this Agreement will allow DOH 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 DOH to recover from WFSE any and all costs incurred by DOH 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. ASHLEY MILLER agrees to accept the sum of \$10,000 as full and final settlement in consideration for her withdrawal and settlement of grievances 2022Jun8MillerJJ, 2022Oct27MillerJJetal and 2022Dec8MillerJJ and other claims arising as a result of Arbitration No. 01-22-0005-0051 (Grievance No: 2022May16MillerJJ), the demand for arbitration, and all circumstances underlying and resulting from same, including Grievances (2022June8MillerJJ), (2022Oct27MillerLawsonJJ Et al), and (2022Dec7MillerJJ). This payment will be treated as wages for IRS purposes only, and subject to all mandatory federal deductions, withholdings and employer contributions, and will be reported on IRS Form W-2. ASHLEY MILLER acknowledges and understands that this payment does not qualify as compensation earnable and therefore is not subject to retirement contributions or deductions.

4. WFSE and ASHLEY MILLER, her heirs, assigns or other successors in interest, agree to release the State of Washington, DOH 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 Arbitration No. 01-22-0005-0051 (Grievance No: 2022May16MillerJJ) and the demand for arbitration of said grievance. This includes, but is not limited to any and all grievances, including

Grievances (2022June8MillerJJ), (2022Oct27MillerLawsonJJ Et al), and (2022Dec7MillerJJ) 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.

5. ASHLEY MILLER agrees that she will neither seek nor accept future employment with DOH. The parties understand and agree that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement and that the DOH would be irreparably harmed by violation of this provision. If for any reason ASHLEY MILLER is offered employment with DOH in the future, this Agreement may be used as the sole basis to rescind any offer of employment or to terminate employment.

6. ASHLEY MILLER agrees to direct all employment reference check inquiries from prospective employers to the Chief People Officer, who will respond only with dates of employment and job classification. No additional information will be provided by the Chief People Officer unless DOH receives a valid release and authorization to provide employment information, signed by ASHLEY MILLER, in which case DOH will provide any and all information authorized by the release which may include information related to the subject matter of this Agreement.

7. WFSE and ASHLEY MILLER agrees to accept the probationary performance evaluation for the period of November 16, 2021 through May 16, 2022 and agrees to relinquish the right to pursue any grievances arising from that performance evaluation.

B. DOH AGREES:

1. To pay ASHLEY MILLER the sum of \$10,000 in consideration for her settlement of all grievances and her release of claims as set forth in paragraph A-1 of this Agreement, including but not limited to any potential claims for general damages, liquidated damages, attorney fees, statutory penalties such as double damages, and interest. This payment will be treated as wages for IRS purposes only, and subject to all mandatory federal deductions, withholdings and contributions, and will be reported on IRS Form W-2. This sum shall be paid through payroll and by payroll check as soon as possible, but allowing for any time constraints imposed by law or the state payroll system. This payment and all other consideration described and provided for in this Agreement are full settlement for all claims arising out of the circumstances underlying and resulting from Arbitration No. 01-22-0005-0051 (PERC No: 135946-G22), along with any other related pending or potential claims or actions, including Grievances (2022June8MillerJJ), (2022Oct27MillerLawsonJJ Et al), and (2022Dec7MillerJJ).

2. DOH agrees to provide only dates of employment and job classification for any reference check inquiries from prospective employers directed by Ashley Miller to the DOH Chief People Officer unless DOH receives a valid release and authorization to provide employment information signed by Ashley Miller, in which case DOH will provide any and all information authorized by the release which may include information related to the subject matter of this Agreement.

3. To provide ASHLEY MILLER with a probationary performance evaluation for the period of employment between November 16, 2021 to May 15, 2022.

C. THE PARTIES FURTHER AGREE:

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that WFSE and ASHLEY MILLER have or may have had against the State of Washington, DOH, its officers, agents and employees, arising out of or relating in any way to ASHLEY MILLER'S employment with DOH, including the issues grieved under Arbitration No. 01-22-0005-0051 (Grievance No. 2022May16MillerJJ) and Grievances (2022June8MillerJJ), (2022Oct27MillerLawsonJJ Et al), and (2022Dec7MillerJJ).

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. ASHLEY MILLER and WFSE acknowledge that they have read this Agreement and fully understand the terms and conditions contained herein. ASHELY MILLER and WFSE further declare that they have had a full and fair opportunity to obtain any advice that they deem necessary prior to signing this Agreement.

5. 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.

6. This Agreement is not precedent setting and does not establish a practice.

7. 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.

8. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

9. 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: Angi Miller
Date: 4/24/24
ANGI MILLER
WASHINGTON STATE DEPT. OF HEALTH


Signed: DocuSigned by:
Ashley Miller
3FFB04031B5F47A...
Date: 4/16/2024
ASHLEY MILLER, GRIEVANT

Signed: Brenda Moen
Date: 4/24/24

Signed: Don Halvey
Date: 4/17/2024
WFSE

BRENDA MOEN
Labor Negotiator
Labor Relations Office
Office of Financial Management
State of Washington

Approved as to form:

Signed: 
Date: 4/18/24
SHAWN HORLACHER
Assistant Attorney General
Attorney for DOH
WSBA # 45064

Approved as to form:

Signed: 
Date: 4/16/24
EDWARD EARL YOUNGLOVE III
Attorney for WFSE
WSBA # 5873