

GRIEVANCE NO. SN09272012SCC

**Washington Federation of State Employees and
Sammie Neely, Grievant,
and
Department of Social and Health Services, State of Washington**

SETTLEMENT AGREEMENT

The parties in this case, Washington Federation of State Employees (WFSE), Sammie Neely, Grievant, and State of Washington, Department of Social and Health Services, Employer, by and through the undersigned, desiring to fully and finally resolve and settle Grievance No. SN09272012SCC, and all other claims related to Sammie Neely's employment with Department of Social and Health Services enter into this agreement under the following terms and conditions:

A. UNION and EMPLOYEE AGREE:

1. Grievance No. SN09272012SCC concerning Sammie Neely's dismissal is hereby withdrawn, and the right to pursue said grievance to arbitration as would otherwise be allowed under the collective bargaining agreement between the parties is hereby permanently relinquished. WFSE and Sammie Neely agree that failure to abide by this provision of this Agreement will allow DSHS 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 DSHS to recover from WFSE any and all costs incurred by DSHS 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. Sammie Neely agrees to resign his position with DSHS as a Residential Rehabilitation Counselor 2 effective September 20, 2012 and shall execute a non-revocable resignation contemporaneous with his signature to this Agreement which shall state: "I hereby resign my position as a Residential Rehabilitation Counselor 2 with DSHS effective at the end of my shift on September 20, 2012."

4. WFSE and DSHS, his heirs, assigns or other successors in interest, agree to release the State of Washington, DSHS 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 Grievance No. SN09272012SCC and the demand for arbitration of said grievance. This includes, but is not limited to any and all grievances, unfair labor practice complaints, claims arising under the Washington State Law Against Discrimination (WSLAD), The Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), and the Fair Labor Standards Act (FLSA), lawsuits, civil or otherwise, and all other statutory, common law and tort claims.

5. WFSE and DSHS, his heirs, assigns or other successors in interest, agree to release the State of Washington, DSHS and its officers, employees and contractors from any and

all claims, causes of action, suits, civil or otherwise, known or unknown, based upon actions taken in their official and/or individual capacity that arise out of or relate to the Sammie Neely's employment with DSHS. This includes, but is not limited to any and all grievances, unfair labor practice complaints, claims arising under the Washington State Law Against Discrimination (WSLAD), The Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), and the Fair Labor Standards Act (FLSA), lawsuits, civil or otherwise, and all other statutory, common law and tort claims.

6. Sammie Neely agrees that he will neither seek nor accept future employment with DSHS.

7. Sammie Neely agrees to direct all inquiries from prospective employers to the Human Resources Manager for SCC, who will respond only with dates of employment, job classification, and rate of pay.

B. DSHS AGREES:

1. To accept Sammie Neely's resignation effective September 20, 2012.

2. To remove the disciplinary letter dated September 20, 2012 and all attachments thereto including the investigative report, from Sammie Neely's personnel file and all other files, except the administrative legal defense file.

3. DSHS agrees to provide Sammie Neely with a neutral reference containing dates of employment and positions held while employed with DSHS.

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 Sammie Neely have or may have had against the State of Washington, DSHS, its officers, agents and employees, including the issues grieved under Grievance No. SN09272012SCC.

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. Sammie Neely and WFSE acknowledge that they have read this Agreement and fully understand the terms and conditions contained herein. Sammie Neely 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.

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.

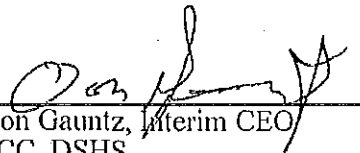
5. This Agreement is not precedent setting and does not establish a practice.

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

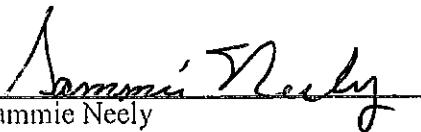
noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.

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

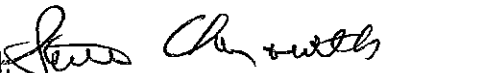
By signing this Agreement I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed: 
Don Gauntz, Interim CEO
SCC, DSHS

Date: 11/9/12

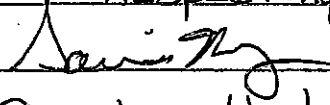
Signed: 
Sammie Neely

Date: 11-13-12

Signed: 
Steve Chenoweth
Council Representative
WFSE

Date: 11/13/12

I SAMMIE NEELY RESIGN my position
AS RRC 2 with DSHS, EFFECTIVE AT THE
END OF MY SHIFT ON SEPT 20, 2012.

Respectfully,

SAMMIE NEELY