

**Settlement Agreement and Release of All Claims
By and Between
King County
and
King County Sheriff's Office
and
Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763
Communications Specialists - King County Sheriff's Office
[450]**

SUBJECT: "Enriched Rate" payroll issues (King County Grievance 450_5582)

This Settlement Agreement is entered into by King County (the County), the King County Sheriff's Office (the Sheriff's Office), and Teamsters Local 763 (the Union).

Recitals:

1. The County identified the fact that some employees had been receiving overtime premiums predicated on an "enriched rate" calculation that did not conform to how the FLSA regular rate of pay is required to be calculated and applied.
2. On August 15, 2019, the County notified the Union of the payroll issue and informed the Union that overtime premium calculations would be adjusted on a going forward basis. These changes were implemented on September 16, 2019.
3. Throughout this process, the County and the Union have been exchanging information with reference to these affected employees. The Union filed a grievance on January 30, 2020. In order to resolve the grievance filed by the Union, with respect to eliminating the practice of calculating overtime premiums using the "enriched rate," the parties have negotiated this Agreement.

Agreement:

In full and final settlement of this grievance and all disputes related to this grievance, as referenced above, the parties hereby agree to the following terms:

1. The parties agree to implement the practice of calculating and applying the "regular rate" for overtime premiums, effective September 16, 2019. The regular rate, for purposes of interpreting this Agreement, is the base rate with the added pay premium(s). Pay premiums are calculated individually using the base rate and then adding them to that base rate, with each such total comprising the contractual definition of regular rate. Nothing herein is intended to impact the legal definition of regular rate under federal or state law.

2. The parties have agreed that Union members shall not be required to reimburse any portion of any overtime allegedly overpaid prior to the implementation of the payroll system change, which was made on September 16, 2019.

3. The Union will file no grievances relating to the September 16, 2019, prospective application of calculating the FLSA regular rate of pay for overtime premiums.

4. This Agreement has been negotiated based on the unique facts and circumstances surrounding the overpayments for certain employees. This Agreement does not establish precedent in any future matters concerning the overpayment or underpayment of leave, benefits, or wages.

5. The Union's grievance shall be considered withdrawn with prejudice upon execution of this Agreement.

For Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763:



Mary Keefe
Business Agent

2-27-2020
Date

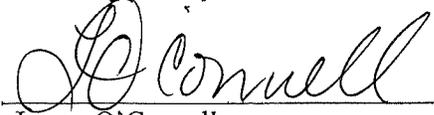
For King County Sheriff's Office:



Patti Cole-Tindall
Chief of Technical Services Division

2-28-2020
Date

For King County:



Lacey O'Connell
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

2/28/2020
Date