

**Memorandum of Agreement
By and Between
King County
And
the King County Superior Court
And
the Pacific Northwest Regional Council of Carpenters**

**Subject: Grievance Settlement Agreement for the Carpet Replacement in KCCH E-1201
Grievance, Department of Executive Services, Facilities Management Division
(FMD); King County #A_350_5380**

THIS AGREEMENT by and between King County (the County), the King County Superior Court (the Court) and the Pacific Northwest Regional Council of Carpenters (the Union), is fully executed upon signature by all parties. The County and the Union intend this Agreement to resolve fully and finally all actual and potential disputes related to and arising out of the decision by the Court to contract out the carpet replacement work in King County Courthouse (KCCH) courtroom E-1201 to the date of this agreement.

Recitals:

The County and the Union are parties to a Master Labor Agreement and Appendix 15 (MLA) effective from January 1, 2018 through December 31, 2020. On March 6, 2019, the Union filed a grievance under the MLA alleging a violation of Article 16.1 when the Court contracted an external source to replace the carpeting in courtroom E-1201, work order #337072. On October 16, 2019, the parties met in mediation with the assistance of mediator Kenneth Pedersen in an effort to resolve this matter prior to engaging in arbitration.

Agreements:

1. NOTICE. The Court agrees to notify the County (FMD) at least thirty (30) calendar days prior to making an irrevocable decision to contract out work that has historically been performed as the bargaining unit work of the Union. The County (FMD) agrees to pass along this notification to the Union within five (5) calendar days.

2. MEETING BETWEEN UNION AND FMD. Within fourteen (14) calendar days of receiving notice, the Union may request a meeting with FMD management to discuss the potential work. FMD and the Union will meet in good faith and attempt to resolve any disputes regarding the proposal to contract out the work. In the event the parties are unable to resolve any disputes related to contracting out work of the bargaining unit, this Agreement does not preclude the Union from filing contract grievances pursuant to MLA provisions.

3. COMPLAINTS OR CLAIMS. Upon the signing of this Agreement by all parties, the Union agrees to immediately withdraw, and not to pursue any further action on, any and all active, pending, or previous complaints filed with any agency charged with investigating issues

in any way related to the contracting out of the carpet replacement in KCCH courtroom E-1201, work order #337072. The Union agrees that it will withdraw with prejudice all grievances related to this matter. The Union agrees that any pending public disclosure requests filed with the County are considered closed and no further action on such requests shall be taken.

4. NO ADMISSION OF LIABILITY. The parties understand that this Agreement is in full compromise of disputed and potential claims, the validity of which is expressly denied, and is not to be construed as an admission of liability. In making this Agreement, neither party admits any wrongdoing, but enters into this Agreement to avoid the risks and expense of potential litigation.


5. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding of the parties. This agreement is contractual and not mere recital.

6. SEVERABILITY . If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. The provisions of this Agreement will not be construed against any party.

7. FEES. Each party is responsible for its own attorney's fees and associated costs. Per the parties' MLA, the fees and expenses of the mediator will be paid equally by the Union and the County.

**IMPORTANT: THIS IS A RELEASE.
READ BEFORE SIGNING.**

For Pacific Northwest Regional Council of Carpenters:

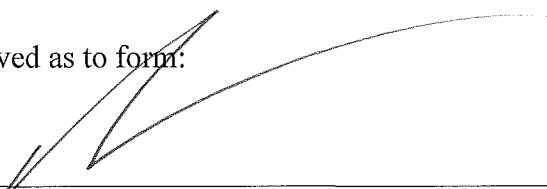


Jeff Thorson
Contract Administrator

10/16/19

Date

Approved as to form:

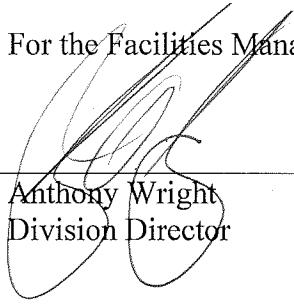


Matt Malmsheimer, Haglund Kelley LLP
Attorney for Pacific Northwest Regional Council of
Carpenters

10/16/2019

Date

For the Facilities Management Division:

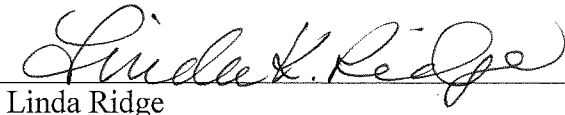


Anthony Wright
Division Director

10-16-2019

Date

For the King County Superior Court:

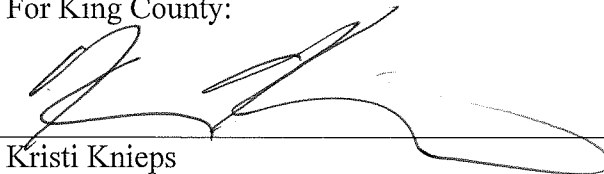


Linda Ridge
Deputy Chief Administrative Officer

10/16/2019

Date

For King County:



Kristi Knieps
Senior Labor Negotiator / Litigator
Office of Labor Relations
King County Executive Office

10-16-2019

Date