

**Settlement Agreement  
By and Between  
King County  
And  
The United Association of Plumbers and Pipefitters, Local 32**

**Subject: Settlement Agreement for the Public Employment Relations Commission (PERC) Unfair Labor Practice (ULP) Complaint 131524-U-19, Facilities Management Division (FMD), Department of Executive Services; King County #P\_350\_5377**

THIS AGREEMENT by and between King County (the County) and the United Association of Plumbers and Pipefitters, Local 32 (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 allegations in PERC ULP Complaint 131524-U-19 to the date of this Agreement.

**Recitals:**

The County and the Union are parties to a Master Labor Agreement (MLA) and Appendix 15 (of the MLA), effective from January 1, 2018 through December 31, 2020. On May 22, 2019, the Union filed a PERC ULP alleging King County committed an unfair labor practice. On December 18, 2019, the parties met in mediation with the assistance of PERC mediators in an effort to resolve this matter prior to commencing the PERC hearing.

**Agreements:**

1. **NOTICE.** The County agrees to notify the Union at least thirty (30) calendar days prior to implementing changes to Facilities Management Division Employee Expectations and King County Policies. The Union agrees to notify the County within fifteen (15) calendar days to demand Decision and/or Effects bargaining respecting these proposed changes.
2. **AGREEMENTS.**
  - a. The County agrees that the email sent from Theresa Canfield to Janine Purdue on May 15, 2019 at 4:54 p.m., will not be used by the County for the purpose of notice, progressive discipline, or for any other purpose effecting terms and conditions of employment.
  - b. In the interest of improving the relationship between the County and the Union, both parties agree to foster communication between each other, and work together to form agreements.
  - c. The Union agrees that the County has a management right to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority, subject to the terms and conditions of the MLA and Appendix 15. Correspondingly, the County agrees that the bargaining unit of employees represented by the Union have statutory protection to engage in activities for their mutual aid and protection.
  - d. The Union recognizes and will encourage its members in the concept of "obey now grieve later" with regard to perceived contract violations except for those violations involving safety.
  - e. The County agrees that it will not threaten employees with discharge, suspension or other reprisals for engaging in protected Union activities.

3. **COMPLAINT.** Upon the signing of this Agreement by all parties, the Union agrees to immediately withdraw PERC ULP Complaint 131524-U-19. The parties further agree that there shall be no reprisals nor threat of reprisals associated with this ULP or Agreement.

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.

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

For the United Association of Plumbers and Pipefitters,  
Local 32:

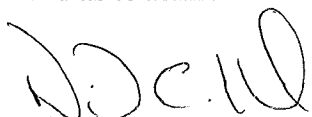


Ed Holmes  
Business Agent

12.18.19

Date

Approved as to form:



David Hannah, Roblee Detwiler PLLP  
Attorney for United Association of Plumbers & Pipefitters

12/18/19

Date

For King County:



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

12-18-19

Date