

Unfair Labor Practice Settlement Agreement

THIS AGREEMENT IS MADE on the later of the dates on which it is signed on behalf of the parties hereto. It is intended as a full and final resolution of the pending unfair labor practice charge identified by PERC's case № 127802-U-15. It is agreed: –

– by and between –

Lewis County (hereinafter referred to as the "County"), % Board of County Commissioners, 351 NW North Street,, Chehalis, Washington 98532;

– and –

Teamsters Local 252 (hereinafter referred to, variously, as the "Local" or as the "Union"), % Russ Walpole, Business Agent, 217 East Main Street, Centralia, Washington 98531.

1. *Complaint to Be Withdrawn and Not Refiled.*
 - a. Within seven days following the ratification of this Agreement by both the County and by the Local's Bargaining Unit of 911 Telecommunicators (hereinafter referred to as the "Bargaining Unit"*), the Local shall cause a Notice or a Motion to be filed with the Public Employment Relations Commission of the State of Washington (hereinafter referred to as "PERC") sufficient to secure the dismissal with prejudice of its unfair labor practice (or "ULP") Complaint dated

* The Bargaining Unit is comprised of that group persons who are both County employees and Union members, and who are identified in §2.1 of a certain collective bargaining agreement between the parties effective by its terms for the period January 1, 2013 through December 31, 2014, and dated at its page 23 on October 28, 2013.

December 22, 2015 (hereinafter referred to as the "Complaint"), being PERC's case № 127802-U-15.

- b. The Local shall neither file a future ULP Complaint nor seek any other remedy against the County, its officers or agents, in any forum, with respect to the allegations recited in the said ULP Complaint.
- c. *Payment to Members of Bargaining Unit:* In consideration for the obligations assumed by the Union, the County shall pay to each person who was a member of the Bargaining Unit at any time during the time period between October 2015 and March 2016 the sum of five hundred dollars (\$500.00). Such payment shall be made for both current employees and former employees at the time of of the regular monthly County payroll during the first calendar month following the completion of each of the following steps, and such payment shall be paid if and only if each of these three steps are completed:
 - d. ratification of this Agreement by the members of the Bargaining Unit;
 - e. ratification of this Agreement by majority vote of the County's Board of County Commissioners, in open public meeting; and
 - f. dismissal of Case № 127802-U-15 by PERC.

2. *Nature of Payment:*

- a. The payment of \$500 per employee referred to in ¶2 above represents a settlement of a disputed claim. The parties acknowledge that this payment is not, nor shall it be construed for any purpose to be, an adjustment to employees' wages or pay scale; nor shall the County be

deemed for any purpose to admit liability for the wrongdoing alleged in the Union's Complaint; nor shall the County be deemed for any purpose to admit liability for any act of wrongdoing, malfeasance, or misfeasance.

- b. This payment will constitute taxable income, and shall be subject to normal payroll deductions. This payment shall not increase or otherwise affect the employee benefits payable to the members of this Bargaining Unit, whether pursuant to §8 of their collective bargaining agreement or otherwise.

3. *Entire agreement.* This Agreement:

- a. contains the entire understanding of the parties with respect to the subject matter covered,
- b. supersedes all prior and contemporaneous understandings, and
- c. may only be amended in a written instrument signed and duly ratified by the parties.

4. If there are any disputes regarding the interpretation or compliance with this Agreement, either party may choose to submit the dispute to resolution under the grievance procedure under the most recent collective bargaining agreement.

5. *Rules of interpretation.*

- a. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that

provision, and this Agreement shall be construed as if jointly prepared by the parties.

b. In this Agreement the singular shall be deemed to embrace the plural and the masculine shall be deemed to embrace the feminine.

6. *Headings.* In this Agreement paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

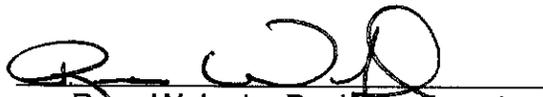
SIGNED FOR AND ON BEHALF OF EACH PARTY hereto by its authorized representative on the date inscribed beneath his signature. By his signature each authorized representative warrants that this Agreement first has been ratified by the members of the Bargaining Unit or by the Board of County Commissioners (as the case may be).

LEWIS COUNTY

per P. W. Schulte, Chairman
Board of County Commissioners

Date: _____, 2016

TEAMSTERS LOCAL 252



per Russ Walpole, Business Agent

Date: 7-8, 2016