

## **SETTLEMENT AND RELEASE AGREEMENT**

THIS AGREEMENT is hereby entered into by and between Kittitas County (hereinafter referred to as the "Employer"), Local # 792-CH, Council 2, the American Federation of State, County and Municipal Employees, AFL-CIO, Washington State Council of County and City Employees (hereinafter referred to as the "Union"), and Paula Hiatt (hereinafter referred to as the "Employee/Grievant") is intended as a full and complete settlement.

THE PURPOSE of this Settlement and Release Agreement is to resolve the currently pending grievance originally filed on July 10, 2009 and the Unfair Labor Practice complaint, PERC Case 22669-U-09-5797.

The parties agree and recognize the Union as the exclusive bargaining representative for the Employee. As the exclusive bargaining representative, the Union has the statutory and contractual authority to enter into settlement agreements affecting individual members of the bargaining unit. The terms of this agreement have been discussed with the Employee who agrees to the terms and conditions, and the Union and Employer, acknowledges it is authorized by law to execute this agreement.

In consideration of dismissal of the pending grievance and Unfair Labor Practice by the Union and the Employee and the Employee's release of claims, the Employer agrees to the following terms and conditions:

**All parties agree and recognize that the right to schedule Union negotiations and /or Union-Management meetings outside of business hours is retained by management. All parties further recognize the intention of management to schedule these meetings accordingly.**

**When Union negotiations and/or Union-Management meetings are scheduled and conducted during normal work hours, those employees serving in their designated capacity as Union representatives have been and will continue to be compensated at their regular rate of pay and benefits with no requirement to use personal accrued leave.**

**All parties agree and recognize that the option to schedule meetings outside of business hours is retained by management and union.**

**Lastly, as this agreement is late coming and a cancellation fee will now be payable to the scheduled arbitrator in the amount of \$1,500.00 both the Employer and Union agree to a contribution of \$750.00 to the cancellation fee in the interest of reaching this agreement.**

This instrument constitutes and contains the entire agreement and understanding concerning the subject matters addressed herein between the parties.

If any provisions of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or application of the agreement which can be given

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effect without the invalid provisions or applications; and to this end, the provisions of this agreement are declared to be severable.

This agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to principles of conflict of laws.

Grievant, Employer and Union state that each has carefully read this Agreement which is two pages in length, that each has had the opportunity to have it reviewed, that each fully understands its final and binding effect, and that each is signing the Agreement voluntarily and with the full intent of releasing Employer and the Union from all claims.

IN WITNESS WHEREOF, the parties indicate their agreement to the above terms and conditions of this Settlement and Release Agreement by their signatures set forth below:

FOR THE EMPLOYER

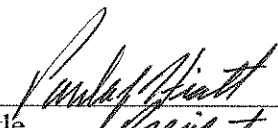
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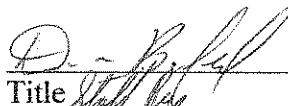
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Title \_\_\_\_\_  
Date \_\_\_\_\_

FOR THE UNION

  
Title President  
Date 12-7-09

  
Title Staff Rep  
Date 12-17-09