1 INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS 2 **LOCAL 17 - COURT REPORTERS** 3 **AND** 4 KING COUNTY 5 AGREEMENT ON WAGES AND WAGE RELATED BENEFITS 6 TABLE OF CONTENTS 7 8 ARTICLE PURPOSE......2 1: 9 UNION RECOGNITION AND MEMBERSHIP......3 ARTICLE 2: 10 ARTICLE 3: RIGHTS OF MANAGEMENT.....5 EQUAL EMPLOYMENT OPPORTUNITY......6 ARTICLE 4: 11 HOURS OF WORK7 **ARTICLE** 5: 12 ARTICLE 6: WAGE RATES.....8 13 MEDICAL, DENTAL AND LIFE INSURANCE.....9 **ARTICLE** 7: 14 **ARTICLE** 8: 15 ARTICLE 9: 16 ARTICLE 10: JURY DUTY14 ARTICLE 11: 17 ARTICLE 12: 18 ARTICLE 13: 19 ARTICLE 14: 20 ARTICLE 15: WAIVER AND COMPLETE AGREEMENT21 21 ARTICLE 16: DURATION.......22 22 23 24 25 26 27 28

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INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS **LOCAL 17 - COURT REPORTERS**

AND

KING COUNTY

PREAMBLE

These Articles Constitute an Agreement, terms of which have been negotiated in good faith, between King County and I.F.P.T.E., Local 17. This agreement shall be subject to approval by Ordinance of the King County Council. This agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the egal jurisdiction of King County.

[For parallel provision, see "agreement Between I.F.P.T.E., Local 17 (Representing employees of the Superior Court) and King County Superior Court" (hereinafter "Superior Court Agreement" at Preamble, p. 1.]

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ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees and to set forth the mutual understandings of the parties with respect to wages and matters directly related to the wages of Court Reporters in Superior Court. Each of the provisions in this agreement (i.e., E.E.O. Article 4, Hours of Work Article 5, etc.) are included only so far as they may apply to wages. Non-wage aspects of such provisions are not within the legal authority of King County to negotiate and are not covered by the terms of this agreement.

[For parallel provision, see Superior Court Agreement at art. 1 at p. 2.]

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative relative to wages and directly related bargainable matters only for those employees working regular full-time or regular part-time in the classification of Court Reporter in King County Superior Court. Matters within the control or within the legal jurisdiction of the Superior Court are not covered by this Agreement.

It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing or pay an agency fee to the Union to the extent permitted by law and those who are not members on the effective date of this agreement shall, on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the Union, or pay an agency fee to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union to the extent permitted by law.

Provided, however, that nothing contained in this section shall require an employee to join said Union who can substantiate, in accordance with applicable law, bona fide religious tenets or teachings that prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee.

Section 2. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the signatory organization.

Section 3. The signatory organization will indemnify, defend, and hold the County harmless against any claims made against any suit instituted against the County on account of action taken or

not taken by the County relative to any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation or proper evidence thereof. [For parallel provision, see Superior Court Agreement at art. 2 at p. 3.] International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court

International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court Wages and Wage Related to Benefits Only January 1, 2010 through December 31, 2012 050C0110 Page 4

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the King County Superior Court and the direction of the work force is vested exclusively in King County Superior Court.

The Union acknowledges the right of the County to define and implement a new payroll system, including but not limited to a biweekly payroll system. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The County agrees to negotiate the effects of such change in the event the change in the payroll process does not include a transition option for employees.

[For parallel provision, see Superior Court Agreement at art. 3 at p. 5.]

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment as contained in this agreement because of race, color, religion, sexual orientation, marital status, national origin, age, sex, or any sensory, mental or physical disability. Only actions that constitute unlawful discrimination under applicable statutes, regulations or case precedent shall constitute a violation of this provision.

Reasonable accommodations for qualified individuals with disabilities under the Americans with Disabilities Act (ADA) and applicable state law, shall be implemented on a case-by-case basis, for an individual employee and shall not establish a precedent or modify the terms of this Agreement.

This provision does not authorize King County to unilaterally implement a job accommodation which reduces benefits or rights granted by this Agreement to other employees, without first discussing such accommodation with the Union.

[For parallel provision, see Superior Court Agreement at art. 4 at p. 6.]

International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court Wages and Wage Related to Benefits Only January 1, 2010 through December 31, 2012 050C0110 Page 6

ARTICLE 5: HOURS OF WORK

Section 1. Standard Work Week: The standard work week consists of thirty-five (35) hours over five (5) consecutive days, with the work day beginning at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday, inclusive of a one hour unpaid lunch period. Each Court Reporter reports all sessions of the Superior Court as directed by the judge presiding. The hours of work, and authority to change such, of Superior Court Reporters, are vested solely within the authority of the Superior Court.

Section 2. Schedule Adjustment and Overtime: Employees who work up to five minutes or more outside of the scheduled work hours set forth in Section 1 above may receive a schedule adjustment at straight time. Schedule adjustments will be reported to the nearest five minutes. Employees required to work more than 35 but less than 40 hours in a work week earn compensatory hours at the straight-time rate for the hours between 35 and 40. Employees required to work beyond forty (40) hours in a week will be paid overtime and/or receive compensatory time at the rate of time and one-half (1-1/2) their regular rate of pay, consistent with applicable law.

[For parallel provision, see Superior Court Agreement at art. 5 at p. 7.]

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ARTICLE 6: WAGE RATES

Section 1. Salary Range: The wage rate for Court Reporters shall be Range 62 of the King County 10-Step Hourly Squared Schedule.

Section 2. Step Progression: Newly hired reporters will be placed at Step 1 of the range or at a higher step in accordance with applicable personnel guidelines. Upon successful completion of the probationary period, employees will advance one step in the range. Thereafter, each Court Reporter will advance one step in the range, up to Step 10, on January 1 of each year upon receiving a satisfactory/fully successful or greater performance in all categories in both the judicial and Court Operations evaluations since the last step increase.

Section 3. Step Wage Rates: The parties agree to re-open negotiations during year 2010 on the subject of cost of living increases for years 2011 and 2012.

Section 4. Regular Part Time Employees: Regular part time employees will receive pay on a prorated basis.

Section 5. Realtime Reporting: Court reporters will receive a 2.5% wage premium for delivering Realtime reporting if s/he is certified through a courthouse test to be developed and administered by the Superior Court. A Court Reporter will receive a 5% wage premium for delivering Realtime reporting if s/he has earned the national certification for Realtime reporting (CRR).

Section 6. CART Premium: Reporters will be eligible to accept and be assigned CART premium pay of \$200 per day after attainment of the national CART certificate. Assignments for less than a half day will be compensated at \$100. Assignment will be on a rotational basis allowing all CART-certified reporters an equal opportunity for assignment with the right of refusal. Exercising the right of refusal will place that reporter at the bottom of the list for future assignments. One assignment equals the duration of a trial, unless otherwise agreed upon.

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ARTICLE 7: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. There shall be established a Joint Labor-Management Insurance Committee (JLMIC), comprised of an equal number of representatives from the County and the King County Coalition of Unions whose function shall be to review, study and make recommendations relative to existing medical, dental, vision, and life insurance programs. The Union and the County will implement any changes in employee insurance benefits that result from any agreement of the JLMIC.

International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court Wages and Wage Related to Benefits Only
January 1, 2010 through December 31, 2012
050C0110
Page 9

ARTICLE 8: VACATIONS

Section 1. All regular full-time employees shall earn vacation leave credit at the rate of one hundred seventy-five (175) hours per year; provided, however, that regular part-time employees shall earn annual leave at a rate proportionate to the percentage of time worked. An employee who has completed twenty-five (25) years of service shall be entitled to twenty-six (26) days (182 hours) of annual leave each year thereafter. An employee who has completed thirty (30) years of service shall be entitled to twenty-seven (27) leave days (189 hours) each year thereafter.

Section 2. A leave of absence without pay for less than thirty (30) calendar days shall not constitute an interruption of continuous service for the purpose of determining eligibility for additional annual leave credits. A new employee is not eligible to use annual leave credits until after the completion of six (6) months continuous service. Each employee may accrue annual leave up to a maximum of 420 hours. The time at which annual leave may be drawn by an employee shall be subject to the prior written approval of the supervising authority. This section does not limit an employee's right to use accrued leave for a qualifying event under the Washington Family Care Act.

Section 3. No employee shall earn a month's vacation credit during a month when the employee is absent without pay more than three (3) working days (21 hours). An employee shall not be granted vacation benefits if not previously accrued by the employee.

Section 4. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 5. Upon termination for any reason the employee will be paid for unused vacation credits up to the maximum allowable accumulated vacation of 420 hours. In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases as provided by RCW Title 11.

Section 6. An employee who has accumulated a vacation balance beyond the maximum of 420 hours shall be required to reduce the balance to no more than 420 hours on or before December 31 of each year. An exception may be made when cyclical workloads or work assignments prevent the employee from using excess vacation by December 31 of the year in which the excess was accrued, provided s/he submits a request to carry over excess hours to his/her supervisor, as set forth

in Section 7 of this Article. Otherwise, employees shall forfeit the excess accrual.

Section 7. In order to be eligible for carryover of vacation leave beyond the maximum accrual of 420 hours, an employee must have made a request to use vacation leave during the calendar year, and the supervisor must have disapproved such request. In order to be eligible for carryover of excess vacation leave, a written plan must be developed and approved by the employee and Chief Administrative Officer (CAO) of Superior Court. This plan must outline how the excess vacation will be used in the next year. The Human Resources Division of the Department of Executive Services as well as the CAO of Superior Court must approve all requests for carryover of vacation.

[For parallel provision, see Superior Court Agreement at art. 6 at p. 9.]

Section 8. Effective January 1, 2008, Court Reporters with hire dates prior to January 1, 2007 will receive four (4) judicial conference leave days for each calendar year of the agreement. The judicial conference leave days may only be used on regular work days during the spring and autumn judicial conferences. Court Reporters who do not use all of their judicial conference leave days during that calendar year will not be allowed to carry over into the next year any leave days not taken.

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ARTICLE 9: SICK LEAVE

Section 1. Every regular (budgeted) full-time and regular (budgeted) part-time employee shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of the employee's position; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

As an example of the above formula, an employee whose annual work schedule is 1820 hours shall accrue sick leave monthly at a rate of .00384615 times 1820, or seven (7) hours per month.

- Section 2. Employees are eligible to use sick leave for the following reasons:
 - (a) Employee illness;
- **(b)** Noncompensable injury of an employee (.e.g., those injuries generally not eligible for worker's compensation payments);
 - (c) Employee disability due to pregnancy or childbirth;
 - (d) Employee's exposure to contagious diseases and resulting quarantine;
- (e) Employee keeping medical, dental, or optical appointments provided that regular part-time employees are expected to schedule nonemergency medical and dental appointments on nonwork time;
- (f) To care for an ill member of the employee's family in accordance with the terms of the Washington Family Care Act and other applicable local, state and federal laws.
- **Section 3.** No employee shall earn sick leave credit during a month in which the employee is absent without authorization or absent without pay for more than three (3) days (21 hours).
 - Section 4. There shall be no limit to the hours of sick leave benefits accrued by an employee.
- Section 5. Separation from County employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee.
- **Section 6.** Accrued sick leave may be used for absence due to temporary disability caused by pregnancy.
 - Section 7. Sick leave because of an employee's physical incapacity shall not be approved

where the injury is directly traceable to employment other than with the Court.

Section 8. Employees who, after five (5) years of service, either retire as a result of length of service or who terminate by reason of death shall be paid (or their estate receive) an amount equal to thirty-five (35) percent of their unused, accumulated sick leave. All payments shall be based on the employee's base rate.

Section 9. Employees injured on the job may use accrued sick leave and vacation benefits to supplement King County Worker's Compensation payments but may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee.

Section 10. Family Care and Death:

- (a) Regular, full-time employees shall be entitled to three (3) days (21 hours) of bereavement leave per incident (i.e., death of immediate family member). An employee who has exhausted his or her bereavement leave may use up to three days of sick leave for each instance when death occurs to an immediate family member. If no accrued sick leave is available, then the appointing authority may approve leave without pay.
- (b) In cases of family care where accrued sick leave has been exhausted, the employee may be granted leave without pay, in accordance with applicable law.
- (c) In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.
- Section 11. Immediate Family: Immediate family, for purposes of this article, shall be limited to the children, parents, siblings, grandchildren, grandparents, spouse or any "shared-residence relative" (i.e., a relative living with the employee) of the employee or of the employee's spouse/domestic partner.
- Section 12. Regular part-time employees shall be granted family sick leave, sick leave and bereavement leave hours in the same proportion as their scheduled hours of work are to the standard work week. For example, an employee working 17-1/2 hours each week shall be granted 10.5 hours of bereavement leave.

[For parallel provision, see Superior Court Agreement at art. 7 at p. 10.]

1	ARTICLE 10: JURY DUTY		
2	Section 1. On proof of jury service, an employee shall be granted a leave of absence with pay		
3	(RCW 2.36.165). No juror per diem shall be paid to an employee serving in King County.		
4	Employees who serve on juries outside King County (e.g., Kitsap, Pierce, or Snohomish counties),		
5	must reimburse King County for any juror per diem they receive.		
6	Section 2. Employees shall immediately report to their work supervisor whenever dismissed		
7	from jury service, in whole or in part.		
8	[For parallel provision, see Superior Court Agreement at art. 9 at p. 12.]		
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International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court Wages and Wage Related to Benefits Only January 1, 2010 through December 31, 2012 050C0110 Page 14

ARTICLE 11: GRIEVANCE PROCEDURE

King County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Grievances are to be heard on County time. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

Section 1. Grievance Definition: An alleged violation of this agreement.

Section 2. A grievance must be presented in writing within ten (10) working days after the occurrence of the incident that gave rise to such grievance. Grievances filed by the Union on behalf of an individual or group issue shall be filed at the appropriate level with the agreement of the County in order to expedite resolution. Copies of the written grievance must be made available to lower level supervision.

Section 3. Procedure:

Step 1. A grievance relating to wages shall be presented in writing by the Union to the Chief Administrative Officer or designee. The Chief Administrative Officer or designee shall gain all relevant facts and shall attempt to resolve the matter and notify the Union and the County within five (5) working days. If a grievance is not pursued in writing to the next higher level within ten (10) working days after the Court's response, it shall be presumed resolved.

Step 2. If, after thorough discussion, the decision of the Chief Administrative Officer has not resolved the grievance satisfactorily, the grievance may be presented, in writing, to the King County Human Resources Division Manager or designee. If a grievance is not pursued in writing to the next higher level within ten (10) working days after the County's response, it shall be presumed resolved.

Step 3. If the grievance is not resolved at Step 2 of the procedure upon mutual agreement, the Employer and the Union may submit the grievance to the Public Employment Relations Commission (PERC) or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the

matter may be referred to arbitration. If a grievance is not pursued in writing to the next higher level within ten (10) working days after mediation, it shall be presumed resolved.

Proceedings before the mediator shall be informal and the rules of evidence shall not apply.

No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the Employer. In the event the grievance is not resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Step 4. Failing resolution at Step 3, either party may request arbitration within thirty (30) calendar days of the conclusion of Step 3, specifying the exact question which it wishes to arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list supplied by PERC or one of the private services, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union. The party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator, and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fees and expenses shall be borne equally by both parties, and each party shall bear the full cost of advancing its case, including its legal representation, regardless of the outcome of the arbitration.

No matter may be arbitrated which the County, by law, has no authority over and has no authority to change.

There shall be no strikes, cessation of work or walkouts during such conferences or

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ARTICLE 12: EMPLOYEE RIGHTS

Up to three (3) Union Stewards representing the Union's interest during contract negotiations are authorized to meet with County management during working hours without loss of pay.

[For parallel provision, see Superior Court Agreement at art. 11 at p. 16.]

International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court Wages and Wage Related to Benefits Only January 1, 2010 through December 31, 2012 050C0110 Page 18

ARTICLE 13: HOLIDAYS

Section 1. All employees shall be granted the following holidays, with pay:

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New Year's Day	January 1	
Martin Luther King Jr.'s Day	Third Monday in January	
President's Day	Third Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4	
Labor Day	First Monday in September	
Veteran's Day	November 11	
Thanksgiving Day	Fourth Thursday in November	
Day after Thanksgiving		
Christmas Day	December 25	

and any days designated by public proclamation of the Chief Executive of the State as a legal holiday, and one (1) personal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Holidays paid for but not worked shall be recognized as time worked.

Section 2. Personal Holidays: The personal holiday shall be available for use at the beginning of each calendar year and must be used in that year or lost. Employees completing a probationary period are entitled to utilize the floating holiday during the term of their probation.

Section 3. An employee must be in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay. Provided, however, that an employee who has at least five (5) years of county service and who retires at the end of a month, the last regularly scheduled working day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 4. Part-Time Employees: Holiday benefits for regular part-time employees shall be prorated.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

[For parallel provision, see Superior Court Agreement at art. 13 at p. 22.]

ARTICLE 15: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement. Nothing in this Article is intended to waive or reduce the weight given under the law to established past practices in the interpretation of the terms of the Agreement.

[For parallel provision, see Superior Court Agreement at art. 15 at p. 24.]

ARTICLE 16: DURATION 1 2 Section 1. The terms of this Agreement shall become effective upon ratification by the King 3 County Council and shall cover the period from January 1, 2010 through December 31, 2012. 4 Section 2. Contract negotiations for a succeeding contract may be initiated by either party 5 providing to the other written notice of its intention to do so at least thirty (30) days prior to 6 November 1, 2012. 7 Section 3. In the event the negotiations for a new Agreement extend beyond the anniversary 8 date of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent 9 required by RCW 41.56 unless either party serves the other party with ten (10) days notice of intent to 10 terminate the existing Agreement. 11 [For parallel provision, see Superior Court Agreement at art. 18 at p. 27.] 12 APPROVED this 13 14 King County Executive 15 16 International Federation of Professional and 17 Technical Engineers, Local 17 APII-CIO: 18 **M**cGee 19 cutive Director 20 21 Whitney Hupf Union Representative 22 23 Michelle Vitrano, Shop Steward 24 25 Ahn Bowen, Shop Steward 26 27 Sheri Runnels, Shop Steward 28

International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court Wages and Wage Related to Benefits Only January 1, 2010 through December 31, 2012 050C0110 Page 22