



King County

Metropolitan King County Council Law, Justice, Health, and Human Services Committee

STAFF REPORT

Agenda Item No.: 7	Date:	10 Jan 2012
Proposed Ordinance No.: 2012-0007	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2012-0007 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) and a memorandum of agreement (MOA) between King County and the International Brotherhood of Teamsters, Local 117. The CBA (pp. 7-25 of these materials) covers approximately 193 non-attorney positions in the Prosecuting Attorney's Office (PAO).

1. CBA and MOA limited to wages and wage-related items

As noted in the Executive's transmittal letter (p. 37 of these materials), the CBA and MOA apply only to wages and wage-related items. As required by state law, all other working conditions are covered by a collective bargaining agreement that is negotiated with the union by the PAO, not by the Executive.

2. Terms of the CBA and the MOA

The CBA covers the three-year period from 1 January 2011 through 31 December 2013 (CBA Article 18, p. 23 of these materials). The MOA covers the four-year period from 1 January 2011 through 31 December 2014 (MOA, pp. 27-29 of these materials, esp. section 8, p. 28).

3. The Bargaining Unit

As described in the Executive's transmittal letter (pp. 37-38 of these materials), the approximately 193 employees who make up the bargaining unit provide the full scope of administrative support functions for the PAO, including discovery, witness interviews, case management and coordination, and victim advocacy, among others. The bargaining unit consists of the following classifications:

- Child Interview Specialist
- Legal Administrative Specialist
- Legal Secretary
- Paralegal
- Victim Advocate
- Word Processing Operator

B. NEW CONTRACT PROVISIONS

The proposed CBA is a three-year rollover of the previous CBA, except for the following changes:

1. COLAs

Article 8, section 2, of the CBA (pp. 16-17 of these materials) and section 1 of the MOA (pp. 27-28 of these materials) provide for the following cost of living adjustments (COLAs),¹ which are the same as those agreed to by the vast majority of the County's represented employees:

Year	Formula	COLA
2011	No COLA	Zero
2012	90% of CPI-W for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.63%
2013	95% of CPI-W for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.05%
2014	95% of CPI-W for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.85%

The specific COLA percentages listed in the table for 2013 and 2014 are based on projections by the County's Office of Economic and Financial Analysis (OEFA).²

The fiscal impact of the COLAs is described in the Executive's Fiscal Note (p. 35 of these materials), which is summarized in the table below.

	2011	2012	2013	2014
Increase over previous year	\$0	\$175,514	\$224,336	\$206,600
Cumulative increase over 2010	\$0	\$175,514	\$399,850	\$606,450

2. COLA reopener

Article 8, section 2, of the CBA (p. 17 of these materials) and section 1 of the MOA (p. 28 of these materials) provide that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met.

¹ The CBA runs only through the end of 2013; however, the MOA provides for a COLA in 2014 as well.

² See the OEFA website: <http://www.kingcounty.gov/business/Forecasting.aspx>.

3. Other compensation and benefits

Non-COLA forms of compensation (for example, step increases) remain unchanged under the proposed new CBA, which also provides that the county will maintain the benefits negotiated in the Joint Labor Management Insurance Committee (JLMIC) for 2011 through 2012 (see sections 2 and 4 of the MOA (p. 28 of these materials)).

4. Reopener re. transition to common biweekly payroll system

Article 3 of the CBA (p. 10 of these materials) acknowledge the county’s right to implement “a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks” and provides that the CBA may be reopened to negotiate these standardized pay practices, to the extent required by law.

C. CONSISTENCY WITH LABOR POLICIES

The proposed CBA is consistent with the County’s adopted labor policies.

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 38 of these materials)

E. INVITED

- 1. Alex Golan, Labor Negotiator, King County Office of Labor Relations
- 2. Matthew House, Public Sector Coordinator, Teamsters, Local 117

ATTACHMENTS

Page

1. Proposed Ordinance 2012-0007.....	5
a. Att. A (Collective Bargaining Agreement).....	7
b. Att. B (Memorandum of Agreement).....	27
2. Checklist and Summary of Changes	31
3. Contract Summary.....	33
4. Fiscal Note.....	35
5. Transmittal letter.....	37