

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION
ADDRESSING THE 2011 BUDGET CRISIS
AND SATISFYING RE-OPENER**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the parties' collective bargaining agreement contains a re-opener on the subject of 2011 Cost of Living pay adjustments (COLA);

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and the King County Prosecuting Attorneys Association agree as follows:

1. The parties have negotiated that all employees covered by the parties' collective bargaining agreement and represented by the King County Prosecuting Attorneys Association will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.


The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

The parties further agree that should the Prosecuting Attorney's Office face a net budget reduction for the following fiscal year, for any year covered by this Memorandum of Agreement, the contract between King County and the King County Prosecuting Attorneys Association covering wages and wage-related items, as well as this Memorandum of Agreement, may be reopened for the purpose of negotiating the issue of COLA for the following fiscal year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.
3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.
4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.
5. The agreement reached in this Memorandum of Agreement satisfies the parties' obligations under the reopener clause contained in Article 9, Section 1(d) of the parties' collective bargaining agreement.
6. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.
7. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the King County Prosecuting Attorneys Association.
8. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the grievance procedure contained in the parties' collective bargaining agreement.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.


For King County Prosecuting Attorneys
Association:



Jenn Miller
Association President

Oct 7 '10
Date

For King County:



Patti Cole-Tindall
Director
Office of Labor Relations
King County Executive Office

10-7-2010
Date