



## King County

### Metropolitan King County Council Budget and Financial Management Committee

#### STAFF REPORT

---

<b>Agenda Item No.:</b>	<b>5</b>	<b>Date:</b>	<b>6 July 2011</b>
<b>Proposed Ordinance No.:</b>	<b>2011-0271</b>	<b>Prepared by:</b>	<b>Nick Wagner</b>

---

#### **SUBJECT**

Cost of living adjustment (COLA) memoranda of agreements with 16 county bargaining units.

#### **SUMMARY**

Proposed Ordinance 2011-0271 (pp. 5-6 of these materials) would approve COLA memoranda of agreement (MOAs) negotiated between the county and 16 employee bargaining units (pp. 7-31 of these materials). With one exception, the MOAs cover the period from 2011 through 2014.<sup>1</sup>

#### **BACKGROUND**

King County has been experiencing a financial crisis that presented the county with a projected budget deficit of \$60 million in 2011. The county was faced with the prospect of having to eliminate hundreds of positions and the services that they provide to King County residents.

Recognizing the common interest shared by the county and its employees in preserving services and jobs, the county negotiated with the unions that represent county employees and succeeded in reaching agreement with almost all of the unions to forgo employee cost-of-living adjustments (COLAs) for 2011 and to accept COLAs slightly below the actual rate of inflation for the years 2012 through 2014.

#### **THE PROPOSED AGREEMENTS**

The MOAs (pp. 7-31 of these materials) that would be approved by Proposed Ordinance 2011-0271 provide for COLAs in the years 2012 through 2014, calculated as a fraction of the inflation rate, but they eliminate the two percent minimum COLA that had been included in previous collective bargaining agreements (CBAs). The MOAs also eliminate the six percent ceiling on COLAs that previous CBAs had included, but the county's Office of Economic Analysis projects an inflation rate of less than 2.1 percent in this area during the years covered by the MOAs (2011-2014).

---

<sup>1</sup> The exception is the MOA with the Washington State Nurses Association (WSNA), Supervisors and Managers Unit, which runs only through 2012.

The MOAs also contain a provision 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.

Non-COLA forms of compensation to which the covered employees might be entitled under applicable collective bargaining agreements (for example, step increases) are not affected by the MOAs, which also provide that the county will maintain the benefits negotiated in the Joint Labor Management Insurance Committee (JLMIC) for 2011 through 2012.<sup>2</sup>

## **THE AFFECTED COLLECTIVE BARGAINING AGREEMENTS**

The employees affected by the MOAs that would be approved by Proposed Ordinance 2010-0271 are represented under the following collective bargaining agreements:

- Office and Professional Employees International Union (OPEIU), Local 8  
– Public Health (Dental);
- Office & Professional Employees International Union (OPEIU), Local 8  
– Public Health (Alcohol, Tobacco, and Other Drug Prevention), Community and Human Services (Mental Health, Chemical Abuse, and Dependency Services Division);
- International Federation of Professional & Technical Engineers (IFPTE), Local 17  
– Transportation (Professional and Technical);
- Service Employees International Union (SEIU), Local 925  
– Executive Services (Facilities Management Division);
- King County Court Protection Guild (KCCPG)  
– Sheriff's Office (County Marshals);
- Washington State Nurses Association (WSNA), Supervisors and Managers Unit;  
and
- Washington State Council of County and City Employees (WSCCCE), Council 2  
– Public Health; Adult and Juvenile Detention; District Court Staff (Wages);  
Public Health (Medical Examiner); Community and Human Services (WorkSource); Executive Services (Facilities Management Division); Superior Court Staff (Wages); Industrial and Hazardous Waste.

---

<sup>2</sup> The current JLMIC benefits agreement expires at the end of 2012. Negotiations for the next benefits agreement are expected to begin in September of this year.

## LABOR POLICY ON COMPENSATION

The agreements appear to be consistent with the county's labor policy on compensation, a copy of which is included in these materials at p. 39.

## FISCAL IMPACT

The Fiscal Note transmitted with the legislation (pp. 33-34 of these materials) lists the following projected aggregate costs for the affected bargaining units as a result of the COLA agreements that would be approved by the proposed legislation, starting from a 2010 base cost of \$57,226,404:

	COLA Percent	COLA Amount
2011	0%	\$0
2012	1.77%	\$1,012,907
2013	1.88%	\$1,034,713
2014	1.93%	\$1,082,202

## LEGAL REVIEW

As the Executive notes in his transmittal letter (pp. 35-37 of these materials), the MOAs compare favorably with other labor agreements, are within the county's capacity to finance, and have been reviewed by the Office of the Prosecuting Attorney, Civil Division.

## INVITED

Patti Cole-Tindall, Director, Office of Labor Relations

## ATTACHMENTS

Page

1. Proposed Ordinance 2011-0271.....	5
a. Att. A (MOA – OPEIU, Local 8 – Public Health – Dental) .....	7
b. Att. B (MOA – OPEIU, Local 8 – Public Health and CHS).....	11
c. Att. C (MOA – IFPTE, Local 17 – Transportation – Professional and Technical.....	15
d. Att. D (MOA – SEIU, Local 925 – Facilities Management).....	19
e. Att. E (MOA – KCCPG – Sheriff's Office – Court Protection).....	23
f. Att. F (MOA – WSNA – Supervisors and Managers Unit) .....	27

g. Att. G (MOA – WSCCCE, Council 2 – Public Health, Adult and Juvenile Detention, District Court Staff (Wages), Public Health (Medical Examiner), CHS (Work Source), Facilities Management, Superior Court Staff (Wages), Industrial and Hazardous Waste ..... 29

2. Fiscal Note..... 33

3. Transmittal Letter..... 35

4. Labor Policy on Compensation..... 39



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 30, 2011**

**Ordinance**

**Proposed No. 2011-0271.1**

**Sponsors**

1 AN ORDINANCE approving and adopting seven  
2 memoranda of agreement negotiated by and between King  
3 County and certain unions representing King County  
4 employees addressing the 2011 budget crisis and detailing  
5 cost of living increases for the years 2011 through 2014 and  
6 establishing the effective date of said agreements.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The seven memoranda of agreement negotiated by and between  
9 King County and certain unions representing King County employees addressing the  
10 2011 budget crisis and detailing cost of living increases for the years 2011 through 2014  
11 and attached hereto are hereby approved and adopted by this reference made a part  
12 hereof.

13            SECTION 2. Terms and conditions of said agreements shall take effect on  
14 January 1, 2011.  
15

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Larry Gossett, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Memorandum of Agreement by and between King County and Office and Professional Employees International Union, Local 8 Addressing the 2011 Budget Crisis - cba code 037, B. Memorandum of Agreement by and between King County and Office and Professional Employees International Union, Local 8 Addressing the 2011 Budget Crisis, cba code 038, C. Memorandum of Agreement by and between King County and International Federation of Professional and Technical Engineers, Local 17 Addressing the 2011 Budget Crisis, cba 046, D. Memorandum of Agreement by and between King County and Service Employees International Union, Local 925 Addressing the 2011 Budget Crisis, E. Memorandum of Agreement by and between King County and King County Court Protection Guild Addressing the 2011 Budget Crisis, F. Memorandum of Agreement by and between King County and Washington State Nurses Association , Supervisors and Managers Unit, Addressing the 2011 Budget Crisis, G. Memorandum of Agreement by and between King County and Washginton State Council of County and City Employees, Council 2 Addressing the 2011 Budget Crisis

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8  
ADDRESSING THE 2011 BUDGET CRISIS**

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 employees represented by Office & Professional Employees International Union, Local 8 - Dental - Department of Public Health

<b>cba Code</b>	<b>Union</b>	<b>Contract</b>
037	OPEIU, Local 8	Dental - Department of Public Health

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 Office & Professional Employees International Union, Local 8 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions 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.

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 parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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



9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Office & Professional Employees International Union, Local 8:

Amarde Saylor

11-9-2010  
Date

For King County:

P. Cole-Tindall

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

11-9-2010  
Date

[blank page]

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8  
ADDRESSING THE 2011 BUDGET CRISIS**

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 employees represented by Office & Professional Employees International Union, Local 8 - Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)

cba Code	Union	Contract
038	OPEIU, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)

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 Office & Professional Employees International Union, Local 8 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

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

---

*Addressing King County 2011 Budget Crisis - 2011 COLA  
Office & Professional Employees International Union, Local 8 - Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)*

000U0310\_COLA-2011\_038

Page 1

**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.

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 parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Office & Professional Employees International Union, Local 8:

Amanda Taylor

11-9-2010  
Date

For King County:

P. Cole-Tindall

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

11-9-2010  
Date

[blank page]

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS,  
LOCAL 17  
ADDRESSING THE 2011 BUDGET CRISIS**

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 employees represented by International Federation of Professional & Technical Engineers, Local 17 - Professional and Technical - Department of Transportation

cba Code	Union	Contract
046	IFPTE, Local 17	Professional and Technical - Department of Transportation

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 International Federation of Professional & Technical Engineers, Local 17 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment. This Agreement replaces Article 9, sections 1 and 2, as it relates to COLA on January 1, 2011.

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.

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 parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

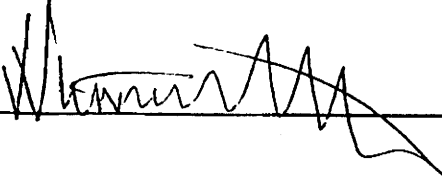
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.



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

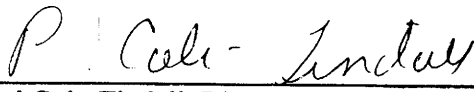
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For International Federation of Professional & Technical Engineers,  
Local 17:

  
\_\_\_\_\_

12/13/10  
Date

For King County:

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

12-13-10  
Date

[blank page]

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925  
ADDRESSING THE 2011 BUDGET CRISIS**

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 employees represented by Service Employees International Union, Local 925 - Department of Executive Services - Facilities Management Division

cba Code	Union	Contract
012	SEIU, Local 925	Department of Executive Services - Facilities Management Division

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 Service Employees International Union, Local 925 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions 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 reopens on COLA for the subsequent 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 parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

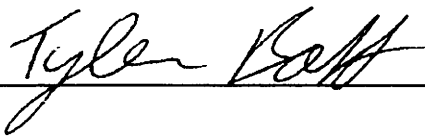
6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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

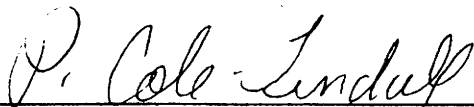
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Service Employees International Union, Local 925:

  
\_\_\_\_\_

1-5-11  
Date

For King County:

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

1-5-11  
Date

[blank page]

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
KING COUNTY COURT PROTECTION GUILD  
ADDRESSING THE 2011 BUDGET CRISIS**

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 employees represented by King County Court Protection Guild - Court Protection - County Marshals, King County Sheriff's Office

cba Code	Union	Contract
226	KCCPG	Court Protection - County Marshals, King County Sheriff's Office

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 King County Court Protection Guild agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions 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.

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 parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

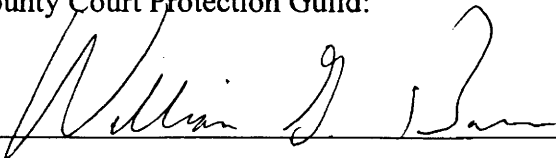
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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



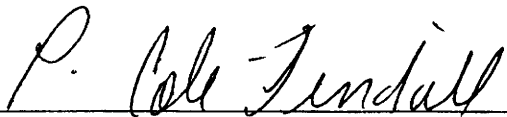
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For King County Court Protection Guild:

  
\_\_\_\_\_

01/14/2011  
Date

For King County:

  
\_\_\_\_\_

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

1-18-11  
Date

[blank page]

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
WASHINGTON STATE NURSES ASSOCIATION  
(SUPERVISORS AND MANAGERS UNIT)  
ADDRESSING THE 2011 BUDGET CRISIS**

*Attachment F*

WHEREAS, King County (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 County and the Washington State Nurses Association (WSNA) have an interest in preserving as many positions as possible;

WHEREAS, the 2008-2010 collective bargaining agreement (supervisors and managers unit) between the County and WSNA expires December 31, 2010;

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 Memorandum of Agreement (Agreement) help to preserve essential services and reduce layoffs necessary during 2011;

NOW THEREFORE, the County and WSNA (Supervisors and Managers Unit) agree as follows:

1. The parties have negotiated that all employees covered by the parties' collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.
2. Employees covered by the parties' collective bargaining agreement shall be eligible to receive a cost of living increase for the year 2012 that equals 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.
3. Should 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 30<sup>th</sup> 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.

4. Employees covered by this Agreement will be eligible to receive, in 2011 and 2012, other forms of compensation adjustments as provided for in their collective bargaining agreement.

5. 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.

6. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

7. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining only over the issues of the 2011 COLA wage adjustment and the 2012 COLA wage adjustment.

8. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of WSNA (Supervisors and Managers unit).

9. 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.

10. The parties agree that this Agreement shall be in effect through December 31, 2012.

For Washington State Nurses Association  
(Supervisors and Managers Unit):

Kathi Landon

Kathi Landon  
Nurse Representative

2-25-11  
Date

For King County:

Patti Cole-Tindall

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

3-8-11  
Date

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,  
COUNCIL 2  
ADDRESSING THE 2011 BUDGET CRISIS**

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 employees represented by Washington State Council of County and City Employees, Council 2, are covered by the following labor agreements:

<b>cba Code</b>	<b>Union</b>	<b>Contract</b>
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community and Human Services
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)

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 Washington State Council of County and City Employees, Council 2 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions 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.

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 parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.


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

For Washington State Council of County and City Employees,  
Council 2:

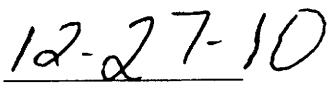
  
\_\_\_\_\_

  
\_\_\_\_\_ Date

For King County:

  
\_\_\_\_\_

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

  
\_\_\_\_\_ Date

[blank page]



**FISCAL NOTE****2011-271**

<b>Ordinance/Motion No.</b>	Memoranda of Agreement		
<b>Title:</b>	2011 Zero COLA (Addressing the 2011 Budget Crisis) and detailing cost of living increases for the years 2011 through 2014 for certain collective bargaining agreements.		
<b>Effective Date:</b>	January 1, 2011		
<b>Affected Agency and/or Agencies:</b>	Many		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b>	205-8004
<b>Note Reviewed by:</b>	Helene Ellickson, Budget Section Supervisor	<b>Phone:</b>	296-3433

<b>EXPENDITURES FROM:</b>				
<b>Fund</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
TRANSPORTATION	\$ 0	\$ 54,930	\$ 59,377	\$ 62,102
TWLRD	\$ 0	\$ 45,193	\$ 48,851	\$ 51,093
WASTEWATER TREATMENT	\$ 0	\$ 25,962	\$ 28,064	\$ 29,352
AIRPORT	\$ 0	\$ 2,047	\$ 2,213	\$ 2,314
ALCOHOLISM/SUBSTANCE ABUSE	\$ 0	\$ 14,319	\$ 15,478	\$ 16,188
COUNTY ROAD FUND	\$ 0	\$ 125,065	\$ 135,189	\$ 141,394
CURRENT EXPENSE DAJD	\$ 0	\$ 95,557	\$ 103,292	\$ 108,033
CURRENT EXPENSE DISTRICT COURT	\$ 0	\$ 169,080	\$ 182,767	\$ 191,155
CURRENT EXPENSE JAIL HEALTH	\$ 0	\$ 10,535	\$ 1,066	\$ 1,115
CURRENT EXPENSE KCSO	\$ 0	\$ 31,585	\$ 34,142	\$ 35,709
CURRENT EXPENSE SUPERIOR COURT	\$ 0	\$ 90,056	\$ 97,345	\$ 101,813
EMERGENCY MEDICAL SERVICES	\$ 0	\$ 1,999	\$ 2,161	\$ 2,260
FACILITIES MANAGEMENT	\$ 0	\$ 91,557	\$ 98,968	\$ 103,511
GRANTS FUND	\$ 0	\$ 37,473	\$ 40,507	\$ 42,366
MENTAL HEALTH	\$ 0	\$ 222	\$ 240	\$ 251
MIDD	\$ 0	\$ 35,357	\$ 38,219	\$ 39,973
PUBLIC HEALTH	\$ 0	\$ 162,901	\$ 126,223	\$ 132,017
PUBLIC WORKS EQUIP RENT	\$ 0	\$ 1,903	\$ 2,057	\$ 2,151
WORK TRAINING PROGRAM	\$ 0	\$ 17,166	\$ 18,555	\$ 19,407
<b>TOTAL</b>	<b>\$ 0</b>	<b>\$ 1,012,907</b>	<b>\$ 1,034,713</b>	<b>\$1,082,202</b>



<b>Ordinance/Motion No.</b>	Memoranda of Agreement	
<b>Title:</b>	2011 Zero COLA (Addressing the 2011 Budget Crisis) and detailing cost of living increases for the years 2011 through 2014 for certain collective bargaining agreements.	
<b>Effective Date:</b>	January 1, 2011	
<b>Affected Agency and/or Agencies:</b>	Many	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004
<b>Note Reviewed by:</b>	Helene Ellickson, Budget Section Supervisor	<b>Phone:</b> 296-3433

<b>EXPENDITURE BY CATEGORIES:</b>					
<b>Expense Type</b>	<b>2010 Base</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Salaries	\$ 48,743,631	\$ 0	\$ 862,762	\$ 881,603	\$ 922,065
OT Pay	\$ 1,166,018	\$ 0	\$ 20,639	\$ 20,815	\$ 21,771
PERS/FICA	\$ 7,316,755	\$ 0	\$ 129,507	\$ 132,295	\$ 138,366
<b>TOTAL</b>	<b>\$ 57,226,404</b>	<b>\$ 0</b>	<b>\$ 1,012,907</b>	<b>\$ 1,034,713</b>	<b>\$ 1,082,202</b>

<b>ASSUMPTIONS:</b>	
<b>Assumptions used in estimating expenditure include:</b>	
1. Ordinance Period (s):	Ordinance effective January 1, 2011.
2. Wage Adjustments & Effective Dates:	
CPI:	0.00% for 2011; 90% Seattle June to June for 2012, 1.77% assumed; 95% Seattle June to June for 2013 and 2014, assumed at 1.88% and 1.93%. Assumptions per Forecasting Council.
Other:	N/A
Retro/Lump Sum Payment:	N/A
3. Other Wage-Related Factors:	
Step Increase Movement:	N/A
PERS/FICA:	Assumed 14.66%.
4. Other Cost Factors:	
	OT estimates based on 2010 actual OT use.

May 23, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

I am pleased to transmit labor agreements detailing cost of living (COLA) increases for the years 2011 through 2014 that I have negotiated with certain unions representing King County employees. These agreements are consistent with sound financial planning and with the commitments I made in my balanced 2011 proposed budget that addressed the County's \$60 million general fund deficit. This transmittal covers 16 contracts whose bargaining unit members have ratified a zero COLA for 2011 and cost of living sustainability through 2012 for one contract and through 2014 for the others.

Our employees affected by these agreements are represented under the following collective bargaining agreements:

**Memoranda of Agreement with new COLA formula (Coalition Version):**

- Office & Professional Employees International Union, Local 8
  - (1) Dental-Department of Public Health
- Office & Professional Employees International Union, Local 8
  - (2) Departments: Public Health (Division of Alcohol, Tobacco & Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse & Dependency Services Division)
- Professional and Technical Employees, Local 17
  - (3) Professional & Technical-Department of Transportation
- Service Employees International Union, Local 925
  - (4) Department of Executive Services-Facilities Management Division
- King County Court Protection Guild
  - (5) Court Protection-County Marshals, King County Sheriff's Office

**Memorandum of Agreement with new COLA formula (Unique Version):**

- Washington State Nurses Association  
(6) Supervisors and Managers-Department of Public Health

**Memorandum of Agreement with new COLA formula for Council 2:**

- Washington State Council of County and City Employees, Council 2
  - (7) Department of Adult and Juvenile Detention
  - (8) District Court-Wages
  - (9) Department of Public Health
  - (10) Medical Examiner-Department of Public Health
  - (11) Worksource-Department of Community and Human Services
  - (12) Industrial and Hazardous Waste
  - (13) Department of Executive Services-Facilities Management Division
  - (14) Department of Adult and Juvenile Detention-(Juvenile Detention Division Supervisors)
  - (15) Superior Court-Staff (Wages Only)
  - (16) Superior Court-Supervisors (Wages Only)

In addition to reaching agreement with our aforementioned labor partners to forgo 2011 COLA, we also agreed to cost of living sustainability through 2014 (through 2012 for WSNA-Supervisors and Managers). Should a significant shift in economic and fiscal conditions occur during the term of these agreements, we may reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than two 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. This unprecedented approach to COLA provides predictability and sustainability that we have not seen previously in our negotiated COLA formulas.

Washington State Council of County and City Employees, Council 2 previously agreed to zero COLA for 2011. This new Council 2 agreement, covering employees represented by ten contracts, provides cost of living sustainability through 2014.

The settlements reached are a product of good faith collective bargaining between King County and the unions. These agreements compare favorably with other settlements and are within our capacity to finance. These agreements have been reviewed by the Office of the Prosecuting Attorney, Civil Division.

The Honorable Larry Gossett

May 23, 2011

Page 3

If you have any questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273, at your convenience.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Acting Chief of Staff  
        Anne Noris, Clerk of the Council  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Patti Cole-Tindall, Director, Office of Labor Relations  
Carrie Cihak, Director of Policy and Strategic Initiatives, King County Executive  
    Office

[blank page]

## **Labor Policy on Compensation**

(adopted 14 July 2010, LP 2010-031 § 5)

### **Compensation:**

- A. Changes in wages shall be fiscally responsible, fair, and reasonable with respect to total compensation.
- B. When determining whether a change in wages is warranted, and when negotiating the amount of any such change, the executive shall consider the following factors:
  - i. economic conditions, including inflation or deflation, in the region,
  - ii. revenue and cost forecasts for the county,
  - iii. comparable market compensation, and
  - iv. the status of county reserves.
- C. If a cost of living adjustment is determined to be warranted, it shall be linked to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated average of the 12 monthly percentage changes of the All-Cities CPI-W between July of the previous year and June of the current year.
- D. The executive shall bargain in good faith with the goal of including provisions in collective bargaining agreements that allow bargaining to be reopened on total compensation and other contract terms when significant shifts in economic and fiscal conditions occur during the term of the proposed agreement, as defined by mutually-agreed upon objective measures, such as a swing in the King County unemployment rate of more than 2 percentage points compared with the previous year or a deviation of more than 7 percent, net of inflation from the previous year in actual sales tax revenues collected.