



## King County

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

#### STAFF REPORT

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Agenda Item No.:	6	Date:	07 Sept 2011
Proposed Ordinance No.:	2011-0314	Prepared by:	Nick Wagner Mark Melroy

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#### SUBJECT

A proposed memorandum of agreement between King County and a coalition of unions representing 17 bargaining units including employees in administrative support classifications.

#### SUMMARY

Proposed Ordinance 2011-0314 (pp. 13-14 of these materials) would approve a memorandum of agreement (MOA) (pp. 15-18 of these materials) between King County and a coalition of unions (“the Coalition”) representing 17 bargaining units including employees in administrative support classifications. The MOA covers the calendar years 2012 and 2013 and provides for:

- 1.5 percent longevity pay for step-10 employees with at least 15 years, but less than 20 years, of service with King County and
- 3.0 percent longevity pay for step-10 employees with 20 or more years of service.<sup>1</sup>

Of the bargaining unit employees who have 15-20 years of service, 92 percent have reached step 10. Of those with 20 or more years of service, 98 percent have reached step 10.

To be eligible for longevity pay, an employee must have received a rating of at least 3.25 (out of 5) in the prior year’s performance evaluation. Executive staff estimate that 90 percent or more of the covered employees who otherwise qualify for longevity pay based on their years of service would meet this requirement.

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<sup>1</sup> The longevity pay is non-cumulative, in the sense that it is calculated on the basis of the standard wage for step 10 of the classification in question. For example, an Administrative Specialist II (AS2) at step-10 with 15 years of service would receive longevity pay of 1.5 percent of the standard wage for step-10 AS2s. Upon reaching 20 years of service, the same employee would receive longevity pay of 3.0 percent of the standard wage for step 10 AS2s—not 4.5 percent.

The MOA includes no other wage-related changes.<sup>2</sup>

## **BACKGROUND**

### **A. The Bargaining Process**

In order to maintain a consistent compensation structure for administrative staff throughout the County, the County and the Coalition agreed in 2008 to use a coalition format to bargain wages for the administrative support classifications covered by the MOA (Transmittal letter, pp. 27-28 of these materials). A copy of the 2008 agreement (entitled, "Ground Rules for King County Administrative Support Coalition Bargaining") is included at pp. 19-22 of these materials.

The following unions, which represent the covered bargaining units, participated in the coalition:

- Teamsters, Local 117
- Office & Professional Employees, Local 8
- Professional and Technical Employees, Local 17
- Public Safety Employees Union
- Technical Employees Association
- Washington State Council of County and City Employees, Council 2

The proposed MOA is a result of that coalition bargaining.

### **B. The Bargaining Units**

The following administrative support classifications would be covered by the proposed MOA (see p. 15 of these materials):

- Administrative Office Assistant
- Administrative Specialist 1 - 4
- Administrative Staff Assistant
- Customer Service Specialist 1 - 4
- Fiscal Specialist 1 - 4
- Public Health Administrative Support Supervisor
- Technical Information Processing Specialist 1 - 4

The covered employees work in the following county departments and agencies:

- Adult and Juvenile Detention
- Assessments
- Community and Human Services

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<sup>2</sup> In separate MOAs these bargaining units joined the vast majority of represented county employees in agreeing to forgo a cost of living adjustment (COLA) for 2011 and to accept the following COLAs in subsequent years: 90% of the applicable Consumer Price Index (CPI) increase for 2012, 95% for 2013, and 95% for 2014.

- Development and Environmental Services
- Executive Services
- Natural Resources and Parks
- Public Health
- Sheriff's Office
- Superior Court
- Transportation

The employees who would be covered by the MOA currently number 1,312, comprising 765 regular employees and 547 temporary employees. The MOA explicitly excludes "positions covered by bargaining units eligible for interest arbitration" (MOA § 1, p. 15 of these materials).

Bargaining was positional.

### **ANALYSIS of SETTLEMENT:**

The central provision of the MOA (pp. 15-18 of these materials) under discussion has been the issue of longevity pay (MOA § 2) (discussed in detail below).

The MOA also includes an agreement to use the same 10 public sector employers (used as comparables in negotiating the MOA) as the basis for any market surveys conducted for future coalition bargaining (MOA § 3). Also included is an agreement to bargain a successor agreement on wages using the same ground rules for coalition bargaining (MOA § 3) and an agreement that bargaining units may not receive both longevity pay under the MOA and above-top-step merit pay (MOA § 4) (they would be required to choose one or the other).

### **Longevity Pay Analysis**

#### **A. Eligibility for Longevity Pay**

The MOA covers the calendar years 2012 and 2013 and provides for:

- 1.5 percent longevity pay for step-10 employees with at least 15 years, but less than 20 years, of service with King County; and
- 3.0 percent of longevity pay for step-10 employees with 20 or more years of service.<sup>3</sup>

Assuming no staffing changes, about 75 employees are expected to qualify for the 15-year longevity pay as of 1 January 2012; this constitutes 9.8 percent of the 765 regular

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<sup>3</sup> As noted earlier: (1) these increases are not cumulative; and (2) to be eligible for longevity pay, an employee must have received a rating of at least 3.25 (out of 5) in the prior year's performance evaluation.

employees in these bargaining units.<sup>4</sup> About 204 are expected to qualify for the 20-year longevity pay; this constitutes 26.7 percent of the regular employees. In all, 279 employees—36.5 percent of the employees covered by the MOA—are expected to qualify for longevity pay in 2012, as shown in the table below:

Longevity	Number of Employees	Percent of Regular Employees
15-20 years	75	9.8%
20+ years	204	26.7%
<b>Total (15+ years)</b>	<b>279</b>	<b>36.5%</b>

### B. Projected Annual Cost

The projected annual cost of the longevity pay, beginning in 2012, is \$399,278. This constitutes an increase of 0.95 percent over the County’s total salary and retirement cost for 2012 for all the employees in the bargaining units who are in classifications covered by the MOA, which is expected to be \$41,924,148 in 2012. Over time, additional employees will accumulate sufficient years of service to qualify for the longevity pay, but according to executive staff an approximately equal number of employees can be expected to leave county employment, through retirement or otherwise, resulting in little if any net change on average, over the years, in the total number of employees receiving longevity pay and the cost of longevity pay for those employees.

### C. Executive’s Market Analysis

The Executive’s transmittal letter describes the proposed longevity pay as being “supported by market analysis of local public sector employers.”

Both the County and the Coalition based their market analyses on the most highly-populated position that is covered by the MOA – Administrative Specialist II (referred to here as “AS2”).<sup>5</sup> They compared the top-step compensation paid to AS2s by the County in 2010 with the top-step compensation paid in 2010 by each of 10 other public sector employers<sup>6</sup> for a classification considered most closely comparable to AS2. The County and the Coalition disagreed on which classifications of the other public sector employers were comparable to the County’s AS2 classification and therefore arrived at differing analyses. The County’s market analysis is summarized in the table below, which was prepared by executive staff and was used in the negotiations. The Coalition’s market analysis table is included at page 49 of these materials.

<sup>4</sup> This also assumes that no employees are disqualified for failure to score at least 3.25 in their performance evaluations. Executive staff expect that fewer than 10 percent will be disqualified.

<sup>5</sup> Of the 765 regular employees in the covered bargaining units, 44 percent (337 employees) are in the AS2 classification. The second most highly-populated classification (Administrative Specialist III) constitutes 16 percent.

<sup>6</sup> The 10 other public sector employers were: Pierce County, Snohomish County, the Port of Seattle, and the Cities of Bellevue, Everett, Kent, Redmond, Renton, Seattle, and Tacoma.

## King County's Market Analysis Summary

### Relationship of Administrative Specialist II to Market (2010 rates)

Agency	KC Matches	Health Care	KC
Bellevue	\$22.30	\$2.21	\$20.09
Everett	\$20.76	\$1.16	\$19.60
Snohomish		No Match	
Seattle	\$21.32	\$1.76	\$19.56
Kent	\$22.68	\$1.52	\$21.16
Redmond	\$25.45	\$1.52	\$23.93
Renton	\$23.40	\$1.52	\$21.88
Tacoma	\$23.32	\$1.35	\$21.97
Pierce	\$23.32	\$1.16	\$22.16
Port of Seattle	\$22.95	\$1.04	\$21.91
Average	\$22.83	\$1.47	\$21.36
<b>KC</b>	<b>\$23.28</b> <b>1.94%</b>	<b>\$1.38</b> <b>-6.19%</b>	<b>\$21.90</b> <b>2.50%</b>

Includes Longevity for Everett, Kent, Redmond, Renton, and Tacoma.

The parties assumed for the purpose of negotiating the MOA that a market analysis of the other King County classifications covered by the MOA would yield similar results. This enabled the parties to avoid the time and expense that would have been required in order to conduct a market analysis of each individual classification covered by the MOA.

The column labeled "KC Matches" in the County's market analysis table<sup>7</sup> represents the hourly wage paid by the other public sector employers to employees in a position comparable to King County's AS2 position (the King County wage is in the row labeled "KC" near the bottom of the table). The column labeled "Health Care" represents the contribution (converted to an hourly equivalent) that the employees of each employer are required to make toward their health benefit costs (e.g., share of monthly premium, deductible).<sup>8</sup> The column labeled "KC" represents the difference between the first two columns, which could be viewed as the net hourly wage after deduction of the employee's health care contribution.

The County's market analysis (above) indicated that as of 2010 King County was paying a net hourly wage that was 2.5 percent higher than the average of the wages paid to comparable classifications of the other public sector employers.<sup>9</sup> The Coalition's market

<sup>7</sup> The corresponding column is labeled "Union Matches" in the Coalition's table.

<sup>8</sup> The analysis does not include the comparative value, or the cost to the employer, of the County's and the other public sector employers' health benefit packages, because those data are not currently available. According to executive staff, it is a goal of the county's Office of Labor Relations to include that information in future labor negotiations when the data become available. According to executive staff in the Human Resources Division, the data may become available as early as September of this year.

<sup>9</sup> The hourly wage numbers in the County's market analysis table include longevity pay for the five public sector employers that provide it. Tables prepared by the executive staff and listing the longevity pay rates of those employers are included at p. 51 of these materials.

analysis (p. 49 of these materials) concluded that the County's compensation of AS2s was 6.85 percent lower than the average for the other public sector employers' comparable classifications.

*The respective negotiating positions, using Administrative Specialist II as a reference point, can be summarized as follows:*

- *County's Position:*
  - *Current pay range is 2.5% above market*
  - *Pay range should remain unchanged*
- *Coalition's Position:*
  - *Current pay range is 6.8% below market*
  - *Pay range should be increased by 2 ranges (from 37 to 39) – about 5%*
- *Actual Market:*
  - *Likely between the two positions, per executive staff*

#### **D. Executive's Rationale for Longevity Pay**

According to executive staff, the County's agreement to provide longevity pay to the bargaining units in question was based on the County's market analysis—specifically, the finding that five of the nine other public sector employers provide longevity pay to employees in a classification comparable to the County's AS2 classification.

#### **E. Consistency with County Labor Policies and County Code**

##### **1. Relevant Labor Policies and Code Provisions**

Several legislative actions by the Council are relevant to the longevity pay provisions of the proposed MOA, as described below.

##### **a. Current Labor Policy on Compensation (2010)**

The County's current labor policy on Compensation (LP 2010-031 § 5) (adopted by the Council on 14 July 2010) provides in part:

- 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.<sup>10</sup>

**b. Motion 10262 (1997)**

In 2008, when the County and the Coalition began the coalition bargaining that produced the proposed new MOA, the most current labor policy on compensation was Motion 10262 (Labor Policy 1997-026, adopted on 28 July 1997, rescinded and superseded on 14 July 2010) (pp. 31-35 of these materials), which focused primarily on the assignment of classifications to salary ranges. That part of the motion is not directly applicable here, because the MOA does not change the applicable salary ranges; however, the motion also provided in part, “Base pay and movement through the salary range should be the primary element of the new pay plan, although variable, incentive or alternative pay options may be considered . . . .” See p. 34 (lines 15-17) of these materials.

**c. Motion 9182 (1993)**

Earlier, on 13 December 1993, the Council had adopted Motion 9182 (rescinded and superseded on 14 July 2010) (pp. 37-42 of these materials), which established a “philosophy for the development of a new classification and compensation plan for executive branch employees.” The motion described the basic functioning of a classification and compensation system: “Base pay represents the value of the job in the organization. Movement through the range will be based on time in the job” (p. 41, § 5). The motion contemplated the possibility of rewarding “high performance,” but cautioned, “When performance pay is used as a performance reward, it shall not be considered to be part of the employee’s base pay” (p. 41, § 6). The motion also emphasized the importance of “internal alignment” (p. 40, second § 2) and “internal equity” (i.e., fairness between employees) (p. 41, § 4) in setting employee compensation.

**d. KCC 3.15.020(3)**

In the current county code, KCC section 3.15.020(3) (p. 44 of these materials) allows the award of incentive pay of up to five percent above the top step of an employee’s pay range, but only (1) for 12 months at a time, and only if (2) the employee has been at the top step of the prior or current pay range for two years before the award and (3) the employee has demonstrated “continuous outstanding performance.” This provision applies to both non-represented employees and, in the absence of inconsistent language in a collective bargaining agreement, to represented employees. The code further provides, “All incentive increases are subject to the availability of funds.” KCC § 3.15.020(4) (p. 44 of these materials). These code provisions were originally adopted in 1995 and were most recently amended in 2003.

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<sup>10</sup> The full compensation policy is included at page 29 of these materials.

**2. Is the longevity pay in the proposed new MOA consistent with county labor policies?**

All the above-mentioned council legislative actions come into play in assessing whether the longevity pay provisions of the proposed MOA are consistent with county labor policies.

**a. Is the longevity pay consistent with the County policy that wage increases be fiscally responsible?**

Yes, based on comparable public sector compensation, per executive staff.

**b. Is the longevity pay consistent with the county policy that wage increases should reflect internal equity and alignment and that they should be fair?**

As described above, the Council's current labor policy on compensation provides in part that changes in wages shall be "fair," and Motion 9182 emphasized the importance of "internal alignment" and "internal equity" in setting employee compensation (pp. 40-41 of these materials). This priority is also reflected in the "Fair and Just" guiding principle of the County's Strategic Plan.

In the following respects there is possible tension between the principle of fairness and the granting of longevity pay in the proposed MOA:

**(1) Longevity pay**

Access opportunity – executive staff have estimated that 90 percent or more of the covered employees would meet the prerequisite of a performance score of 3.25 out of 5 to qualify for longevity pay.

**(2) Potential for inconsistent internal equity and alignment**

If the employees in the covered bargaining units are granted longevity pay in the absence of an employee retention problem, evidence that they are being paid sub-market wages, or other factors that make their situation unique, it might create pressure on the County to grant longevity pay to all step-10 county employees who have 15 or more years of service with the County. Otherwise, the County might be vulnerable to an argument that granting longevity pay to one group of employees but not another, similarly-situated group, was unfair and inconsistent with internal equity and alignment.

**F. Projected Fiscal Impact**

As reflected in the Executive's Fiscal Note (pp. 23-26 of these materials), the MOA is projected to result in an annual increased cost of \$399,278, beginning in 2012, which represents an increase of 0.95 percent over the 2012 base cost of \$41,924,148.

**LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 28 of these materials)

**INVITED**

1. Jim Johnson, Labor Negotiator, King County Office of Labor Relations
2. Patti Cole-Tindall, Labor Relations Director, King County Office of Labor Relations
3. Dustin Frederick, Business Manager, Public Safety Employees Union, Local 519

**ATTACHMENTS**

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**KING COUNTY**  
**Signature Report**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**August 15, 2011**

**Ordinance**

**Proposed No. 2011-0314.1**

**Sponsors Phillips**

1 AN ORDINANCE approving and adopting the  
2 memorandum of agreement negotiated by and between  
3 King County and a coalition of six unions representing  
4 employees in administrative support classifications in  
5 multiple departments throughout King County; and  
6 establishing the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The memorandum of agreement negotiated by and between King  
9 County and a coalition of six unions representing employees in administrative support  
10 classifications in multiple departments throughout King County, attached hereto, is  
11 hereby approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective through  
13 and including December 31, 2013.

14

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

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

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Dow Constantine, County Executive

**Attachments:** A. Memorandum of Agreement by and between King County and Coalition of Labor Unions Representing King County Administrative Support Classifications, B. Exhibit A Ground Rules for King County Administrative Support Coalition Bargaining

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
COALITION OF LABOR UNIONS  
REPRESENTING  
KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications (“the Coalition”) have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as “Coalition Administrative Support Positions” and shall not include positions covered by bargaining units eligible for interest arbitration.

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

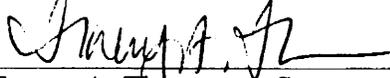
4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

<b>Union</b>	<b>Contract</b>	<b>cba Code</b>
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
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)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

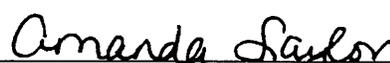
6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

4/25/11  
\_\_\_\_\_  
Date

**For Office & Professional Employees International Union, Local 8:**

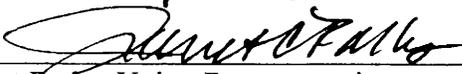
  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
\_\_\_\_\_  
Date

**For Professional and Technical Employees, Local 17:**

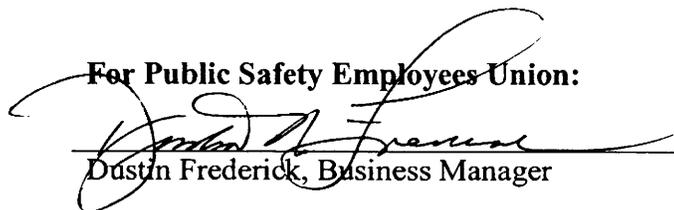
  
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Behnaz Nelson, Union Representative

4/26/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

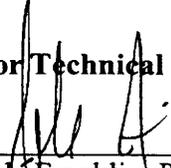
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Date

**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

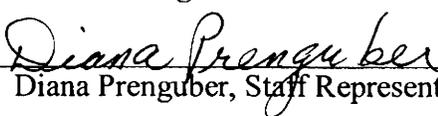
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**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

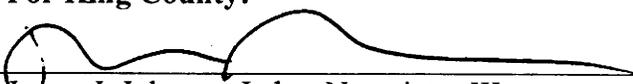
4.27.11  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
\_\_\_\_\_  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
\_\_\_\_\_  
Date

# EXHIBIT A

Attachment B

## GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~(Application Worker? Social Services Specialist?)~~and any other classification that the parties may agree to include during the course of negotiations.

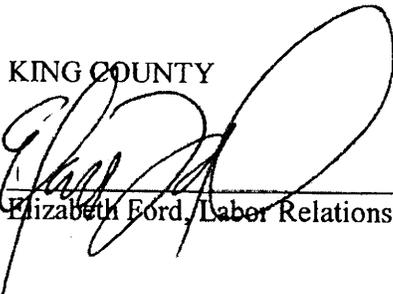
6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
  - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
  - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
  - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
  - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

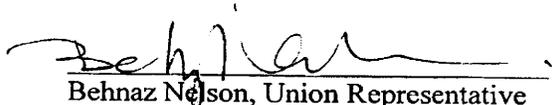
10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30<sup>th</sup> day of September, 2008.

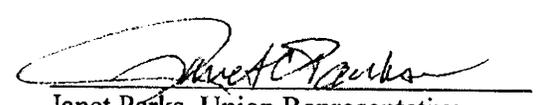
KING COUNTY

  
Elizabeth Ford, Labor Relations Manager

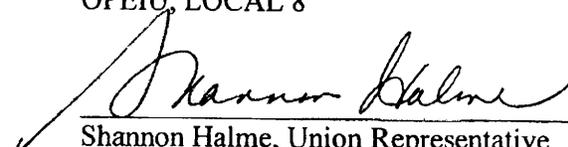
IFPTE, LOCAL 17

  
Behnaz Nelson, Union Representative

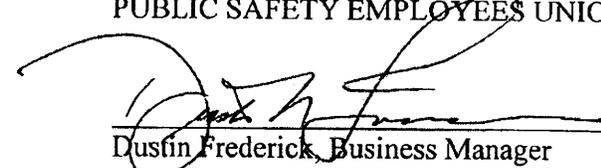
IFPTE, LOCAL 17

  
Janet Parks, Union Representative

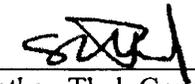
OPEIU, LOCAL 8

  
Shannon Halme, Union Representative

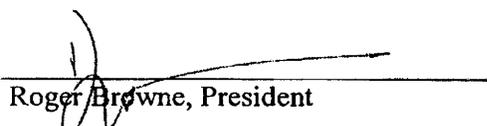
PUBLIC SAFETY EMPLOYEES UNION 519

  
Dustin Frederick, Business Manager

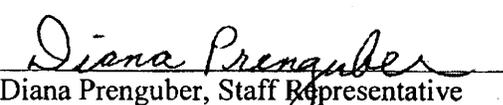
TEAMSTERS LOCAL UNION NO. 117

  
Spencer Nathan Thal, General Counsel

TECHNICAL EMPLOYEES ASSOCIATION

  
Roger Browne, President

WSCCCE, Council 2

  
Diana Prenguber, Staff Representative



## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Memorandum of Agreement	
<b>Title:</b>	Administrative Support Classifications Coalition Bargaining	
<b>Effective Date:</b>	1/1/2012	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

Department Sign Off:	William A. Adams, Business and Finance Officer IV, Elections	<b>Phone:</b> 296-1596
Department Sign Off:	Tim Aratani, Manager, Wastewater Treatment, DNRP	<b>Phone:</b> 263-6565
Department Sign Off:	Ann Berrysmith, Finance and Administration Services Manager, Solid Waste Division, DNRP	<b>Phone:</b> 296-4457
Department Sign Off:	Sean Bouffiou, Finance Administrator, Records and Licensing Services Division, DES	<b>Phone:</b> 296-4148
Department Sign Off:	Nick Carnevali, Finance & Administration Services Manager, Facilities Management Division, DES	<b>Phone:</b> 296-0670
Department Sign Off:	Warren Cheney, Chief Financial Officer, DDES	<b>Phone:</b> 296-7272
Department Sign Off:	Steve Davis, Business and Finance Manager, KC Superior Court	<b>Phone:</b> 296-9377
Department Sign Off:	Greg Felton, Administrator II, Human Resources Division, DES	<b>Phone:</b> 205-1594
Department Sign Off:	Eunjoo Greenhouse, Financial Services Administrator, Finance & Business Operations Division, DES	<b>Phone:</b> 263-9256
Department Sign Off:	Jill Krecklow, Finance Manager, Enterprise Operations, Transit, DOT	<b>Phone:</b> 684-1019
Department Sign Off:	Marty Lindley, Business Director, DCHS	<b>Phone:</b> 263-9005
Department Sign Off:	Steve Oien, Finance and Administration Services Manager, Water and Land Resources Division, DNRP	<b>Phone:</b> 296-8339
Department Sign Off:	DeWayne Pitts, Chief Financial Officer, KCSO	<b>Phone:</b> 296-0521
Department Sign Off:	Pat Presson, Finance Manager, DAJD	<b>Phone:</b> 296-3410
Department Sign Off:	Deanne Radke, Assistant Division Director, Budget and Finance, Fleet, DOT	<b>Phone:</b> 296-6569
Department Sign Off:	Greg Scharrer, Budget and Systems Manager, Roads, DOT	<b>Phone:</b> 296-8746
Department Sign Off:	Kent Sherburne, Finance & Admin Services Manager, Airport, DOT	<b>Phone:</b> 296- 7598
Department Sign Off:	Richard Watson, Administrative Services Division Director, Assessments	<b>Phone:</b> 296-5256
Department Sign Off:	Cindy West, Chief Financial Officer, DPH	<b>Phone:</b> 263-8643



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Memorandum of Agreement	
<b>Title:</b>	Administrative Support Classifications Coalition Bargaining	
<b>Effective Date:</b>	1/1/2012	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	John Baker, Budget Analyst (DCHS, Fleet, Grants Fund)	<b>Phone:</b> 263-9680
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Andrew Bauck, Budget Analyst (Superior Court)	<b>Phone:</b> 263-9771
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Krista Camenzind, Budget Analyst (Criminal Justice)	<b>Phone:</b> 263-9684
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Katherine Cortes, Budget Analyst (DPH, EMS, DDES)	<b>Phone:</b> 263-9733
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst (Transit, WTD, Roads)	<b>Phone:</b> 263-9718
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Jo Anne Fox, Budget Analyst (DAJD, Jail Health)	<b>Phone:</b> 263-9696
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Jennifer Lehman, Budget Analyst (SWD, WLRD, Airport)	<b>Phone:</b> 263-9705
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Karl Nygard, Budget Analyst (Finance, Elections)	<b>Phone:</b> 263-9683
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	T. J. Stutman, Budget Analyst (FMD, HRD)	<b>Phone:</b> 263-9716
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? YES <input type="checkbox"/>	Yiling Wong, Budget Analyst (Assessments, Records and Licensing, Recorders O&M)	<b>Phone:</b> 263-9725



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Memorandum of Agreement	
<b>Title:</b>	Administrative Support Classifications Coalition Bargaining	
<b>Effective Date:</b>	1/1/2012	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

## EXPENDITURES FROM:

Fund Title	Fund Code	Department/Division	2012		
Current Expense	10	Jail Health Services	\$ 3,532		
Current Expense	10	HRD	\$ 1,292		
Current Expense	10	Property Services	\$ 875		
Current Expense	10	Elections	\$ 2,573		
Current Expense	10	Records and Licensing Div	\$ 42,275		
Current Expense	10	Superior Court	\$ 11,109		
Current Expense	10	KC Sheriff's Office	\$ 24,460		
Current Expense	10	Assessments	\$ 41,900		
Current Expense	10	Adult Detention	\$ 26,043		
Wastewater Treatment	461	Wastewater Treatment	\$ 10,334		
Transit	464	Transit	\$ 1,018		
Roads	1030	Roads	\$ 25,907		
Recorders O&M Funds	1090	RALS	\$ 1,128		
WLRD – Shared Serv.	1210	WLRD	\$ 6,269		
Surface Water Mgmt	1211	WLRD	\$ 925		
DDES	1340	DDES	\$ 13,135		
Alcohol/Substance Abuse	1260	DCHS	\$ 1,716		
Public Health	1800	Public Health	\$ 122,509		
AFIS	1220	AFIS	\$ 6,058		
Emergency Med Svcs	1190	Emergency Med Svcs	\$ 3,578		
Grants Fund – Sup Ct	2140	Youth Services Sup Ct	\$ 3,859		
Solid Waste	4040	DNRP	\$ 21,439		
Airport	4290	Airport	\$ 1,683		
Finance	5450	Finance	\$ 13,569		
Regional Anim. SVC	1430	Animal Services	\$ 6,580		
FMD– Internal SVC	5511	FMD	\$ 3,605		
Public Works Equipment Rent	5570	Eqpt Repair & Replacemnt	\$ 1,908		
<b>TOTAL</b>			<b>\$ 399,278</b>		



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Memorandum of Agreement	
<b>Title:</b>	Administrative Support Classifications Coalition Bargaining	
<b>Effective Date:</b>	1/1/2012	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

## EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2012 Base	2012		
Salaries		Many	\$ 35,146,875	\$ 336,506		
OT			\$ 1,417,007	\$ 11,722		
PERS & FICA			\$ 5,360,265	\$ 51,050		
<b>TOTAL</b>			<b>\$ 41,924,148</b>	<b>\$ 399,278</b>		

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

1. **Contract Period (s):** Effective 1/1/2012
2. **Wage Adjustments & Effective Dates:**
  - COLA:**
  - Other:** 1.5% longevity premium for those with between 15 and 20 years of service, 3.0% longevity premium for those with 20 years of service or more.
  - Retro/Lump Sum Payment:**
3. **Other Wage-Related Factors:**
  - Step Increase Movement:**
  - PERS/FICA:** PERS/FICA at 14.66%.
  - Overtime:**
4. **Other Cost Factors:**
  - Overtime based on 2010 actual.
  - Assumes staffing is constant over time.

July 11, 2011

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

Dear Councilmember Gossett:

The enclosed ordinance, if approved, will ratify the memorandum of agreement regarding wages for administrative support classifications through December 31, 2013. This agreement covers approximately 780 regular positions throughout King County government.

This agreement is entered into between King County and a coalition of unions representing 17 collective bargaining agreements containing administrative support classifications. In an effort to maintain a consistent compensation structure for administrative staff in departments throughout the County, the parties agreed in September of 2008 to use a coalition format to bargain wages for these administrative support classifications.

The settlement does not provide any change to the base rates of pay for the classifications covered. The settlement provides for a longevity premium of 1.5% for employees with 15 years of service with King County and 3.0% for employees with 20 years of service. Employees must maintain a score of at least 3.25 (out of 5.0) on their annual performance evaluations in order to be eligible for this premium. This premium is supported by market analysis of local public sector employers. The longevity premium takes effect prospectively, on January 1, 2012, and contains no retroactive wage adjustments.

The agreement also sets forth a framework for bargaining future wage-related issues with this coalition of unions.

The administrative support classifications covered by this agreement are integral to every aspect of King County government. These positions provide the full range of administrative services which support all King County operations and services. Specifically, the classifications covered by this Agreement include: Administrative Specialist 1 – 4, Fiscal Specialist 1 – 4, Customer Service Specialist 1 – 4, Technical Information Specialist 1 – 4,

The Honorable Larry Gossett  
July 11, 2011  
Page 2

Administrative Office Assistant, Public Health Administrative Support Supervisor and  
Administrative Staff Assistant.

The settlement reached is a product of good faith collective bargaining between King County and the Unions. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have 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

## **King County Labor Policy on Compensation**

**LP 2010-031(5) (adopted 14 July 2010)**

### **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.

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June 20, 1997  
Clerk 7/28/97

Introduced By: Larry Gossett

Proposed No.: 97-321

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MOTION NO. **10262**

A MOTION relating to the establishment of a new compensation plan for employees of the executive branch of the newly consolidated government.

WHEREAS, Motion 9106 was adopted by the King County council on August 23, 1993, requesting transmittal of a detailed work program, schedule and policies to guide the development of a comprehensive classification and compensation plan; and

WHEREAS, Motion 9182 was adopted by the King County council on December 13, 1993, establishing a philosophy and objectives for the classification and compensation plan; and

WHEREAS, the executive has asked and the council desires to provide direction on the development of the new classification and compensation plan; and

WHEREAS, the council also desires to review and approve certain elements of the work program to develop the new classification and compensation plan as they are completed in order to reaffirm the direction provided in the policies or reissue the direction if deemed necessary by the council; and

WHEREAS, Motion 9990 was adopted by the King County council on October 21, 1996 relating to the establishment of new county classifications;

NOW, THEREFORE BE IT MOVED by the Council of King County that the compensation plan be developed reflecting:

A. The expectation on the part of the voters, when asked to approve the consolidation, that the consolidation would not result in increased costs; and

1 B. The desirability of the Puget Sound region as a place in which to work and live; and

2 C. The council's commitment to the principle of equal pay for equal work and the  
3 establishment of fair compensation practices for county employees as outlined in county  
4 ordinances; and

5 D. Adherence to the principles, policies, and procedures of Ordinance 11480 and Motion  
6 9182; and

7 FURTHERMORE, BE IT MOVED by the Metropolitan King County Council that:  
8 the following principles be considered in the development of the executive's recommendations for  
9 a new classification and compensation plan:

10 A. The placement of classifications on salary ranges should be primarily based on the  
11 market.

12 B. When developing and using market information to guide the placement of  
13 classifications on salary ranges:

14 1. The market should be defined as large public sector employers in the Puget  
15 Sound region, except where insufficient numbers of comparable jobs exist within the local public  
16 sector market or where recruitment and any employer-identified concerns regarding retention exist,  
17 then other public or private sector employers may be considered as appropriate; and

18 2. King County will define "large public sector employers in the Puget Sound"  
19 region to include, but not be limited to, Pierce and Snohomish counties; the cities of Seattle,  
20 Tacoma, Everett, Bellevue; the Port of Seattle; University of Washington; and the State of  
21 Washington. King County reserves the right to modify or add to this list where insufficient  
22 numbers of similar jobs are found in the foregoing public agencies; and

23 3. Classifications should be assigned to salary ranges so that compensation falls  
24 no more than five percent above or below the market average; and

1                   4. The methodology used in the compensation study may include a total  
2 compensation survey and analysis of the market to determine the appropriate compensation for  
3 represented and non-represented classifications within the County system.

4                   a. "Total compensation" refers to wage or salary compensation plus the  
5 dollar value of leaves, insurance and retirement benefits.

6                   C. When developing information to guide the placement of classifications on salary  
7 ranges:

8                   1. The methodology may include, but not be limited to, the use of job analysis  
9 and job evaluation techniques. "Job analysis" refers to the determination of a position's duties,  
10 responsibilities and requirements. Normally, King County has used class specifications, position  
11 description questionnaires, desk audit information and organizational charts to analyze job content.  
12 Job evaluation refers to the process of assigning relative value of a position or classification based  
13 on the nature, difficulty responsibility and requirements of the work. The job evaluation process  
14 may be used to establish the internal hierarchy of classes or positions within an occupational  
15 family.

16                   2. The methodology will consider internal equity which is defined as using  
17 equitable schedules of pay for all positions within a classification and/or classification series.

18                   3. Whenever feasible and appropriate, a pay differential of no less than 7.5  
19 percent will be implemented between supervisors and subordinates.

20                   D. In planning for the implementation and administration of changes in classification  
21 and/or compensation as it relates to affected employees, the following should be considered:

22                   1. Changes for non-represented positions will be implemented upon conclusion of  
23 the compensation phase of the Study, no sooner than Januaray 1, 1998; unless it is determined that  
24 internal equity considerations warrant awaiting the conclusion of collective bargaining with unions  
25 representing related classifications; and

1                   2. Changes for represented positions will be implemented through the collective  
2 bargaining process and reflect negotiated rates of pay to be effective no sooner than January 1,  
3 1998; and

4                   3. In general, when an employee's classification is placed on a new salary range,  
5 the employee should be placed on the step in the new range nearest but not lower than the  
6 employee's then current salary or pay rate on the prior range; and

7                   a. When an employee's classification is placed on a new, higher salary  
8 range, the employee should be placed on step one of the new range if step one of the new range is  
9 higher than the employee's then current step; and

10                   b. When an employee's classification is placed on a new, lower salary  
11 range with a top step which is lower than the employee's then current salary, the employee should  
12 have his/her then current salary frozen or "y-rated" until such time as cost of living increases make  
13 the top step of the new salary range equal to, or greater than, the employee's "y-rated" salary.

14                   E. When consideration is given to varying or special elements of pay or total wages:

15                   1. Base pay and movement through the salary range should be the primary  
16 element of the new pay plan, although variable, incentive or alternative pay options may be  
17 considered; and

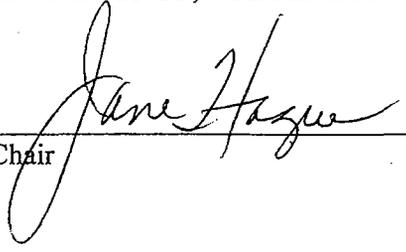
18                   2. Efforts to develop a new performance evaluation and merit pay system for  
19 county employees, including the effort to develop performance measures for the county, will be  
20 initiated following the completion of the Classification/Compensation Study.

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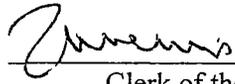
F. The provisions of this motion do not waive rights any party may have under R.C.W.  
41.56, and will not apply to interest arbitration qualified bargaining units.

PASSED by a vote of 13 to 0 this 28<sup>th</sup> day of July, 1997

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

Attachments:

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Attachment 6

December 10, 1993  
93-890S1.SS (dd)

Introduced by: Sims

Proposed No.: 93-890

MOTION NO. 9182

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A MOTION establishing philosophy for the development of a new classification and compensation plan for executive branch employees.

WHEREAS, Motion 9106 was adopted by the King County Council on August 23, 1993, and

WHEREAS, Motion 9106 requested preparation and transmittal of a detailed work program, schedule and policies to guide the development of a comprehensive classification and compensation plan for all employees of the executive branch of the newly consolidated government, and

WHEREAS, the executive formed a human resources guidance committee with representation from the King County and Metro division managers and human resources departments, labor unions and King County Council, and

WHEREAS, the human resources guidance committee was asked to recommend proposed policies, work program and schedule for the development of a new comprehensive classification and compensation plan; and

WHEREAS, the human resources guidance committee has forwarded policy recommendations related to development of the new classification and compensation plans to the executive and council, and

WHEREAS, the human resources guidance committee has also recommended policies to guide human resources management in the newly consolidated government as a framework for development of the new classification and compensation system, and

WHEREAS, the human resources guidance committee will transmit by January 31, 1994 to the executive and council a detailed work program and schedule for the development of the new system, and

WHEREAS, the council generally agrees with the recommended policies but desires to review and approve certain elements of the work program as they are completed in order to reaffirm the



EXHIBIT A  
TO MOTION ~~918~~ 2

**PHILOSOPHY FOR NEW EXECUTIVE BRANCH HUMAN RESOURCES  
MANAGEMENT SYSTEM**

The King County human resources management system will reflect the positive value King County places on people and high quality public services. Therefore, the human resources management system will be designed to support the business of King County in providing excellent service to its citizens.

As one of the largest employers in the region, King County government has a responsibility to enrich the social and economic vitality of the region. The human resources management system will enable the county to carry out this responsibility by:

1. Promoting continuous development by work groups of new effective and efficient ways to improve services to internal and external customers;
2. Providing a positive environment and the resources necessary to enable employees to work creatively, take risks and continue to learn and grow;
3. Promoting collaborative relationships within county government;
4. Promoting diversity at all levels in the county workforce;
5. Being fair to all employees;
6. Promoting a collaborative relationship between labor and management; and
7. Serving as a positive role model for the community.

EXHIBIT B  
to MOTION **9182**

**OBJECTIVES AND GUIDELINES FOR DEVELOPMENT OF NEW EXECUTIVE BRANCH  
CLASSIFICATION AND COMPENSATION PLANS**

In support of the Council-adopted human resources management system philosophy and objectives, the classification and compensation systems will achieve the following objectives in a fiscally prudent manner:

1. Classify jobs and compensate employees in ways which meet work group needs and can change as business needs change;
2. Positively reinforce employee behavior that supports continuous development of new effective and efficient ways to improve services to customers;
3. Reward employees who are motivated, accept responsibility and authority and are involved;
4. Reward employees who continue to grow and develop new skills over time;
5. Recognize the need for flexibility and adapt to meet the varying needs and/or preferences of employees;
6. Be implemented equitably across all groups of employees;
7. Be developed collaboratively in partnership with employees and their representatives;
8. Recognize the value of investing in employees.

The following statements shall further guide the development of the new classification and compensation system:

1. Equal pay for equal work is recognized as a legal requirement. The county's commitment to equal pay for equal work is reaffirmed.
2. Each classification shall have a salary range consisting of a minimum salary and a maximum salary. Each range should be based primarily on analysis of the appropriate labor market for each occupational group and adjustments will be made to ensure internal alignment. The width of the ranges may vary based on multiple factors. In some occupations, the appropriate range may be a flat rate.

3. A salary schedule is a grid consisting of a series of ranges which could include steps within the ranges or could allow for open progression through the ranges. The width of ranges may vary based upon multiple factors. Separate salary schedules may be established for different occupational groups and for top management.
4. Compensation shall be established through an analysis of compensation data obtained from comparable employers with positions performing similar work, with a focus on the skills and attributes the county requires and would like to attract and retain. Other factors considered in establishing compensation levels shall include comparable worth and internal equity.
  - a. For represented units, the county will utilize a collaborative process with the bargaining representatives to select markets to be surveyed, starting with the local market and then expanding pursuant to specific agreed upon criteria, and to analyze information received that will be relied upon for bargaining.
  - b. For nonrepresented groups, market analysis will be conducted at least every three years or more frequently if necessary. Criteria for expanding market analysis beyond the local public sector include:
    - (1) There are an insufficient number of qualified local candidates;
    - (2) There are an insufficient number of comparable employers.
5. Base pay represents the value of the job in the organization. Movement through the range will be based on time in the job. Base pay will not be used as a disciplinary tool. A performance management system with clear performance objectives and regular feedback systems will be established. This will allow the county to reward high performance and create mechanisms for corrective action.
6. The county should allow performance reward systems as incentives to employees to achieve organizational goals. These incentives can be developed at the organizational or work unit level. When performance pay is used as a performance reward, it shall not be considered to be part of the employee's base pay.
7. Innovative pay and classification programs such as career paths, job progression systems and skill-based pay systems which support both opportunities for employee growth and development, as well as increase productivity and efficiency, will be encouraged.

8. Elements of compensation which should be measured in market surveys are: base wages, deferred compensation, vacation, sick leave, benefits (medical, dental, insurance, disability insurance, vision), holidays, benefit time (holiday, vacation, sick leave), longevity, education incentive, premium pay (team pay, hazard pay, lead pay, shift differential), nonvariable incentive pay (reward for organizational, group or individual performance), allowances (uniform, equipment, auto, cleaning, etc.), skill-based wages, nonvariable merit pay, retirement/pension, bonuses, family leave, dependent care, license fees, severance pay, commute trip reduction strategies (e.g., bus passes).

## **King County Code § 3.15.020**

**3.15.020 Procedures—schedule of pay ranges—salary schedule—within-range pay increases.** This section applies to all positions in the executive branch, noncommissioned positions in the office of the sheriff and the department of assessments allocated to a classification approved by the council.

A.1. Except as otherwise provided by ordinance, the schedule of pay ranges shall consist of ninety-nine pay ranges, each containing ten steps as approved by ordinance annually.

2. On a continuing three-year cycle, the executive shall assess market conditions and determine whether to make adjustments, if any, to pay ranges assigned to existing classifications.

B. Consistent with K.C.C. 3.12.350, the manager of the human resources management division shall establish guidelines for pay increases in accordance with the following:

1. Employees may receive within-range increases from one step to the next higher step upon satisfactory completion of the probationary period. All probationary-period pay increases must be supported by documented performance appraisal. Probationary-period pay increases exceeding Step 5 must have prior written approvals by the department director and the manager of the human resources management division. In the event of the completion of the probationary period by a division of human resources employee, the county administrative officer must provide prior written approval for probationary-period pay increases exceeding Step 5. A written report listing the number of employees who have received probationary increases above Step 5 must be filed with the clerk of the council for distribution to the chair of the labor, operations and technology committee or its successor committee on February 15 and August 15 of each year;

2. Employees may be eligible to receive increases annually in accordance with the following principles:

a. An incentive increase must be supported by an annual documented performance appraisal approved by the department director, or his or her designee, and the documented performance appraisal must be maintained in the employee's personnel file. Incentive increases shall be prospective only and shall be effective on January 1 following the year on which the appraisal was based;

b. For employees currently in Steps 1 through 4 in the pay range, the appointing authority may grant an increase of a single step for standard performance and may grant an increase exceeding a single step for above-standard or outstanding performance, as defined by the manager of the human resources management division;

c. For employees currently in Steps 5 through 7 in the pay range, the appointing authority may grant an increase of one or more steps for above-standard performance; and

d. For employees currently in Steps 8 through 9 in the pay range, the appointing authority may grant an increase of one step, not to exceed the top of the pay range, for outstanding performance;

3. An appointing authority may grant an employee incentive pay up to five percent above the top step of the range for a period of twelve months, if all of the following conditions are met:

a. the employee is not a department director;

b. the employee has been at the top step of the prior or current range for two years before the award of the increase; and

c. the employee has demonstrated continuous outstanding performance;

4. All incentive increases are subject to the availability of funds. Within-range incentive increases are not automatic but shall be given only upon the written direction of the appointing authority, as defined in K.C.C. 3.12.010B, within the guidelines established by the manager of the human resources management division;

5.a. When the manager of the human resources management division reclassifies a position to a higher classification, the pay rate of the incumbent employee shall be increased to the first step of the pay range of the new classification or the nearest step that constitutes an increase of no more than five percent above the former rate of pay, whichever is greater.

b. A pay increase as a result of reclassification may not exceed the top step of the new range, unless the employee's former pay includes an above-Step-10 amount as a result of an incentive increase. If the employee's former pay includes an above-Step-10 amount as a result of an incentive increase, the employee's new pay is calculated upon the above-Step-10 amount. If the increase from reclassification results in pay that is above the top step of the new range, the pay shall be reduced to the top step of the new range at the end of the incentive period unless the employee requalifies for an above-Step-10 incentive award.

c. Implementation of a reclassification and any related pay change shall be prospective and is effective when the classification is approved by the manager of the human resources management division. The pay increase as a result of reclassification may not exceed five percent above the top step in any case; and

6. When the manager of the human resources management division adjusts the pay range of a classification, the incumbent employee shall be placed at the same step in

the new pay range as the employee was in the previous range. Implementation of any pay range adjustment shall be prospective and is effective when approved by the manager of the human resources management division or, if required by K.C.C. 3.15.040, by the labor, operations and technology committee or its successor committee. (Ord. 14801 § 3, 2003: Ord. 14233 § 4, 2001: Ord. 14012 § 1, 2000: Ord. 12014 § 50, 1995).

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## King County's Market Analysis Summary

### Relationship of Administrative Specialist II to Market (2010 rates)

Agency	KC Matches	Health Care	KC
Bellevue	\$22.30	\$2.21	\$20.09
Everett	\$20.76	\$1.16	\$19.60
Snohomish		No Match	
Seattle	\$21.32	\$1.76	\$19.56
Kent	\$22.68	\$1.52	\$21.16
Redmond	\$25.45	\$1.52	\$23.93
Renton	\$23.40	\$1.52	\$21.88
Tacoma	\$23.32	\$1.35	\$21.97
Pierce	\$23.32	\$1.16	\$22.16
Port of Seattle	\$22.95	\$1.04	\$21.91
	\$22.83	\$1.47	\$21.36
<b>KC</b>	<b>\$23.28</b>	<b>\$1.38</b>	<b>\$21.90</b>
	<b>1.94%</b>	<b>-6.19%</b>	<b>2.50%</b>

Includes Longevity for Everett, Kent, Redmond, Renton, and Tacoma.

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# Coalition's Market Analysis Summary

Attachment 9

2010			With Health Care	
	Union Matches	Health Care	Union	Component
Bellevue	\$ 25.88	\$	2.21	\$ 23.67
Everett	\$ 24.97	\$	1.16	\$ 23.81
Snoho				
Seattle	\$ 23.01	\$	1.76	\$ 21.25
Kent	\$ 24.83	\$	1.52	\$ 23.31
Redmond	\$ 25.42	\$	1.52	\$ 23.90
Renton	\$ 24.30	\$	1.52	\$ 22.78
Tacoma	\$ 26.55	\$	1.35	\$ 25.20
Pierce	\$ 26.89	\$	1.16	\$ 25.73
Port of Seattle	\$ 22.95	\$	1.04	\$ 21.91
	\$ 24.98	\$	1.47	\$ 23.51
KC	\$ 23.28	\$	1.38	\$ 21.90
	-6.81%		-6.19%	-6.85%

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## County's Longevity Pay Summary

### Version including only employers who provide longevity pay

Longevity Rates at Public Sector Agencies

	5 Year	10 Year	15 Year	20 Year
Everett	1.07%	1.74%	2.40%	3.74%
Kent	1.00%	2.00%	3.00%	4.00%
Redmond	0%	1.20%	1.60%	2.00%
Renton	2.62%	3.90%	5.21%	6.52%
Tacoma	1.00%	2.00%	3.00%	4.00%
Average	1.14%	2.17%	3.04%	4.05%

Everett, Redmond and Renton Flat rates divided by KC Average Admin Rate of \$21.60

### Version including all 10 public sector employers

Longevity Rates at Public Sector Agencies

	5 Year	10 Year	15 Year	20 Year
Bellevue	0%	0%	0%	0%
Everett	1.07%	1.74%	2.40%	3.74%
Snoho	0%	0%	0%	0%
Seattle	0%	0%	0%	0%
Kent	1.00%	2.00%	3.00%	4.00%
Redmond	0.0%	1.20%	1.60%	2.00%
Renton	2.62%	3.90%	5.21%	6.52%
Tacoma	1.00%	2.00%	3.00%	4.00%
Pierce	0%	0%	0%	0%
Port of Seattle	0%	0%	0%	0%
Average	0.57%	1.08%	1.52%	2.03%

Everett, Redmond and Renton Flat rates divided by KC Average Admin Rate of \$21.60

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## **King County Labor Policy on Benefits**

**LP 2010-031(4) (adopted 14 July 2010)**

### **4. Benefits:**

The County recognizes that increasing costs for medical, dental, life, and other benefits pose a serious problem for maintaining stable budgets. The cost of medical, dental, life, and other employee benefits will continue to grow. If the County is to maintain its current level of benefits, it may need to consider cost sharing with employees, possibly on a sliding scale basis.

It shall be the policy of King County that the bargaining agent shall bargain in good faith with the goal of reaching agreement that employees shall make co-payments at the point of service to cover a portion of the cost of their medical, dental and vision benefits. The total percentage of benefit payments by King County employees shall be at least equal to the average of payments made by employees of large public and private sector employers in the Puget Sound area. These employers include but are not limited to Pierce and Snohomish counties; the cities of Seattle, Tacoma, Everett, Bellevue, Redmond, Renton and Kent; the Port of Seattle; the University of Washington; the State of Washington; and the Federal Government inclusive of the adjustment for locality. When feasible, the County shall facilitate the availability of disease prevention programs and natural and alternative medicine options to County employees.