



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 19, 2011**

**Ordinance 17146**

**Proposed No. 2011-0271.1**

**Sponsors Gossett and Phillips**

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

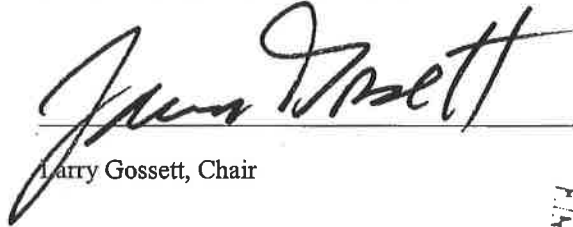
14 January 1, 2011.

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Ordinance 17146 was introduced on 7/5/2011 and passed by the Metropolitan King County Council on 7/18/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED  
2011 JUL 29 PM 4:00  
CLERK  
KING COUNTY COUNCIL

APPROVED this 28 day of JULY, 2011.



Dow Constantine, County Executive

**Attachments:** A. MOA - KC and Office and Professional Employees International Union, Local 8, B. MOA - KC and Office and Professional Employees International Union, Local 8, C. MOA - KC and International Federation of Professional and Technical Engineers, Local 17, D. MOA - KC and Service Employees International Union, Local 925, E. MOA - KC and King County Court Protection Guild, F. MOA - KC and Washington State Nurses Association, Supervisors and Managers Unit, G. MOA - KC and Washington State Council of County and City Employees, Council 2

**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

eba Code	Union	Contract
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:

Amanda 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

**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:

**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 Payne

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



Attachment C

**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.

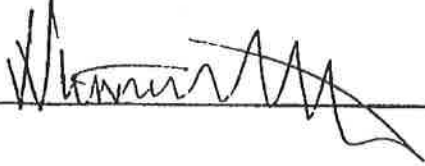
6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

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.

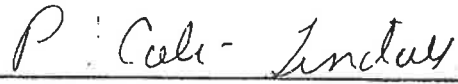
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible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

**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 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 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

**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.

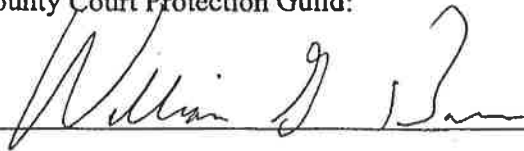
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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

**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.

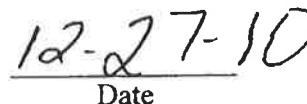
For Washington State Council of County and City Employees,  
Council 2:



  
Date

For King County:



  
Date

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