

**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 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.

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