

## **King County**

## Metropolitan King County Council Committee of the Whole

## STAFF REPORT

Agenda Item No.:	6	Date:	13 Dec 2010
Proposed Ordinance No.:	2010-0599	Prepared by:	Nick Wagner

## SUMMARY

Proposed Ordinance 2010-0599 (pp. 9-10 of these materials) would approve zero-COLA agreements negotiated between the county and 37 employee bargaining units (pp. 19-116 of these materials).

## BACKGROUND

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

Recognizing the common interest shared by the county, in preserving services, and by county employees, in preserving jobs, the county negotiated with the unions that represent county employees and succeeded in reaching agreement with almost all of the unions to forgo employee cost-of-living adjustments (COLAs) for 2011. The agreements (pp. 19-116 of these materials) provide for COLAs in the years 2012 through 2014, calculated as a fraction of the inflation rate, but they eliminate the two percent minimum COLA that had been included in previous collective bargaining agreements (CBAs). The agreements also eliminate the six percent ceiling on COLAs that previous CBAs had included, but the county's Office of Economic Analysis projects an inflation rate of less than 2.2 percent in this area during the years covered by the agreements (2011-2014).

The agreements also contain a provision that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales.<sup>1</sup> Each year by July 30th the county will assess whether either of these conditions has been met.

Non-COLA forms of compensation to which county employees might be entitled under applicable collective bargaining agreements are not affected by the zero-COLA

<sup>&</sup>lt;sup>1</sup> Please note that the second condition refers to a decline in retail sales, not to a decline in retail sales tax revenue.

agreements, which also provide that the county will "maintain the benefits negotiated in the Joint Labor Management Insurance Committee (JLMIC) for 2011 [through 2012]." (The bracketed language does not appear in all the agreements.)

## THE TERMS OF THE AGREEMENTS

The complete terms of the so-called "zero-COLA" agreements are summarized below:

- 1. COLA
  - A. 2011: No COLA.
  - B. 2012:
    - 90% of "annual average growth rate of bi-monthly Seattle-Tacoma-Bremerton Area CPI for Urban Wage Earners and Clerical Workers (CPI-W), July of previous year to June of current year";
    - Zero Floor;
    - No ceiling.
  - C. 2013:
    - 95% of "annual average growth rate of bi-monthly Seattle-Tacoma-Bremerton Area CPI for Urban Wage Earners and Clerical Workers (CPI-W), July of previous year to June of current year";
    - Zero Floor;
    - No ceiling.
  - D. 2014:
    - 95% of "annual average growth rate of bi-monthly Seattle-Tacoma-Bremerton Area CPI for Urban Wage Earners and Clerical Workers (CPI-W), July of previous year to June of current year";
    - Zero Floor;
    - No ceiling.
  - E. 2011-2014:
    - Reopen negotiations for COLA . . .
    - ... "when significant shifts in economic and fiscal conditions occur during the term of this agreement";
    - ... "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."
- 2. Other compensation, 2011-2014: no effect on other forms of compensation that are provided for in applicable collective bargaining agreements.

- 3. "As determined by the County," savings are to be applied "to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement."
- 4. JLMIC benefits are to be maintained for 2011 through 2012.<sup>2</sup>
- 5. Parties agree their obligations to bargain have been fulfilled.
- 6. Agreement is subject to Council approval and membership ratification.
- 7. Disputes re. interpretation or application of agreement are to be handled as per applicable unions grievance procedure, with similar disputes among multiple bargaining units to be consolidated.
- 8. Agreement in effect through 2014.
- 9. If ATU L. 587 (transit operators union) is given more favorable terms, this agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

## LABOR POLICY ON COMPENSATION

The zero-COLA agreements appear to be consistent with the county's labor policy on compensation, a copy of which is included in these materials at p. 17.

## **FISCAL IMPACT**

The Fiscal Note transmitted with the legislation (pp. 11-12 of these materials) lists the following costs for the affected bargaining units as a result of the zero-COLA agreements that would be approved by the proposed legislation, together with the assumed COLAs for each year, which are based on CPI projections by the Office of Economic and Financial Analysis:

Expense Type	2010 Base	201	l	2012	2013	2014
Salaries	\$ 263,952,367	\$	00	\$ 2,982,662	\$ 5,018,379	\$ 5,738,217
OT Pay	\$ 7,434,035	\$	00	\$ 84,005	\$ 141,339	\$ 161,613
PERS/FICA	\$ 35,280,232	\$	00	\$ 398,667	\$ 670,763	\$ 766,978
TOTAL	\$ 306,666,633	\$	00	\$ 3,465,333	\$ 5,830,481	\$ 6,666,808
Assumed COLA <sup>3</sup>				1.13%	1.88%	2.11%

<sup>&</sup>lt;sup>2</sup> There are two versions of this provision among the 37 agreements; some omit the phrase "through 2012."

[footnote continued at bottom of next page]

<sup>&</sup>lt;sup>3</sup> These COLA percentages are based on projections having a 50 percent confidence level. To obtain a higher confidence level, according to the Office of Economic and Financial Analysis, the COLA percentages would be as follows (i.e., OEFA has the indicated level of confidence that these COLA percentages will not be exceeded):

## THE AFFECTED COLLECTIVE BARGAINING AGREEMENTS

The employees affected by the zero-COLA agreements that would be approved by Proposed Ordinance 2010-0599 are represented under the following collective bargaining agreements:

- Animal Control Officers Guild Animal Control - Department of Executive Services (Records & Licensing Services)
- Ferry Coalition: Inlandboatmen's Union of the Pacific; International Organization of Masters, Mates & Pilots; and Marine Engineers' Beneficial Association

Passenger only Vessels, Marine Division, Department of Transportation

• Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M

Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)

 International Federation of Professional & Technical Engineers, Local 17 Court Reporters - Superior Court

Departments: Development & Environmental Services, Executive Services, Natural Resources & Parks, Transportation

Departments: Public Health, Community & Human Services Information Technology

Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division

- Section Managers Departments: Natural Resources & Parks, Transportation, Development & Environmental Services
- Supervisors Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation
- Transit Supervisors Department of Transportation, Metro Transit Division
- King County Juvenile Detention Guild Department of Adult & Juvenile Detention - Juvenile Detention
- King County Prosecuting Attorneys Association Prosecuting Attorney's Office
- Public Safety Employees Union Communications Specialists Supervisors - King County Sheriff's Office

	COLA Multipliers	COLA (50% Confidence)	COLA (65% Confidence)	COLA (95% Confidence)	COLA (99% Confidence)
2011	0%	0.00%	0.00%	0.00%	0.00%
2012	90%	1.13%	1.15%	1.27%	1.47%
2013	95%	1.88%	1.98%	2.51%	3.38%
2014	95%	2.11%	2.17%	2.50%	3.05%

Fire Marshal - Department of Development & Environmental Services
King County Civic Television
Legal Administrative Specialists - Department of Judicial Administration
Non-Commissioned - Department of Adult & Juvenile Detention
Non-Commissioned - Department of Community & Human Services
Non-Commissioned - King County Sheriff's Office
Superior Court Clerks - Judicial Administration
Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local
763
Department of Assessments
Service Employees International Union, Local 925
Department of Natural Resources & Parks - Parks & Recreation

Involuntary Commitment Specialists - Mental Health, Department of Community & Human Services

Wastewater Treatment Division - Department of Natural Resources & Parks

- Uniformed Command Association Corrections Jail Captains - Department of Adult & Juvenile Detention
- Washington State Council of County and City Employees, Council 2 Department of Adult & Juvenile Detention District Court - Wages Department of Public Health Medical Examiner - Department of Public Health WorkSource - Department of Community & Human Services Industrial and Hazardous Waste Department of Executive Services, Facilities Management Division Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors) Superior Court - Staff (Wages Only)

Superior Court - Supervisors (Wages Only)

• Washington State Nurses Association Staff Nurses - Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)

According to the Executive's transmittal letter (pp. 13-15 of these materials), "We have also reached tentative agreement with 15 units, which agreements I hope to transmit in a second ordinance after the Unions' ratification processes are completed. In addition, the county is in the process of obtaining signature for another 4 units that have ratified zero COLA for 2011."

## INVITED

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

- 2. Dwight Dively, Director, Office of Performance, Management, and Budget, King County Executive Office
- 3. Tom Goodwin, Chief Economist, Office of Economic and Financial Analysis

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	C. PSEU – DJA, Superior Court Clerks	
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**KING COUNTY** 

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

## Signature Report

## December 10, 2010

## Ordinance

	<b>Proposed No.</b> 2010-0599.1 <b>Sponsors</b>
1	AN ORDINANCE approving and adopting the memoranda
2	of agreement negotiated by and between King County and
3	certain unions representing King County employees
4	addressing the 2011 budget crisis and detailing cost of
5	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 memoranda of agreement negotiated by and between King
9	County and certain unions representing King County employees addressing the 2011
10	budget crisis and detailing cost of living increases for the years 2011 through 2014 and
11	attached hereto are hereby approved and adopted by this reference made a part hereof.
12	SECTION 2. Terms and conditions of the agreements take effect January 1,

13 2011.

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KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

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

Dow Constantine, County Executive

Attachments: A. Local 925 DNRP, B. Local 925-WTD, C. Superior Court Clerks, D. Legal Admin Specialists, E. Local 925 Involuntary Commitment Specialists, F. Local 17 DDES, DNRP, DOT, G. Local 17-PTIA Transit, H. Local 17-Transit Supervisors, I. Local 17-IT, J. Local 17-Court Reporters, K. Local 17-DPH, DCHS, L. Local 17-Supervisors FMD, DNRP, DOT, M. Local 17-Section Managers DNRP, DDES, DOT, N. Local 21HD-DPH, O. Local 21AD-DAJD, P. Local 21DC District Court Wages, Q. Animal Control, R. PSEU Non-commissioned DAJD, S. PSEU Non-commissioned DCHS, T. PSEU Non-commissioned Sheriff, U. PSEU Fire Marshal, V. PSEU Communications-Sheriff, W. Local 763 Assessments, X. Local 767M Print Shop, Y. Local 1652 Medical Examiner, Z. Local 1652M Worksource, AA. Local 2084-FM DES, BB. Local 2084-SC Superior Court Staff Wages Only, CC. Local 2084SC-S Superior Court Supervisors Wages Only, DD. Local 1652R Industrial & Hazardous Waste, EE. Local 2084-S Juvenile Detention Supervisors, FF. KCJDG Juvenile Detention, GG. Wash State Nurses Assoc. Staff Unit, HH. Prosecuting Attorney Assoc., II. UCA Corrections Jail Captains, JJ. PSEU CTV, KK. Ferry Coalition Inland Boatmens, LL. Ferry Coalition Masters, Mates & Pilots, MM. Ferry Coalition Marine Engineers Beneficial Assoc.

# KingCounty FISCAL NOTE

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

EXF	PENDI	TUR	ES FI	ROM:		
Fund	20	11		2012	2013	2014
General Revenue	\$	0	\$	932,166	\$ 1,568,384	\$ 1,793,354
Airport	\$	0	\$	5,768	\$ 9,705	\$ 11,097
Animal Services	\$	0	\$	46,577	\$ 78,367	\$ 89,608
Automated Fingerprint Identification System	\$	0	\$	74,966	\$ 126,132	\$ 144,225
Development and Environmental Services	\$	0	\$	142,728	\$ 240,142	\$ 274,589
Emergency Medical Services	\$	0	\$	24,261	\$ 40,820	\$ 46,675
Facilities Management Subfund	\$	0	\$	47,048	\$ 79,160	\$ 90,514
Financial Services	\$	0	\$	15,724	\$ 26,457	\$ 30,252
Geographical Information Systems	\$	0	\$	21,023	\$ 35,372	\$ 40,446
Grants Fund	\$	0	\$	29,141	\$ 49,030	\$ 56,063
Information Resource Management	\$	0	\$	133,531	\$ 224,668	\$ 256,895
Information Resource Management – Capital	\$	0	\$	11,907	\$ 20,034	\$ 22,908
King County Flood Control Contract	\$	0	\$	17,099	\$ 28,770	\$ 32,897
Marine Division Operating	\$	0	\$	2,297	\$ 3,865	\$ 4,419
Mental Health	\$	0	\$	29,738	\$ 50,035	\$ 57,212
Mental Health and Substance Abuse (MIDD)	\$	0	\$	3,040	\$ 5,115	\$ 5,848
Motor Pool Equipment Rental and Revolving	\$	0	\$	2,315	\$ 3,895	\$ 4,454
Public Works Equipment Rental and	\$	0	\$	9,604	\$ 16,159	\$ 18,477
Revolving						
Parks Operating Levy	\$	0	\$	72,974	\$ 122,779	\$ 140,391
Public Health	\$	0	\$	747,627	\$ 1,257,895	\$ 1,438,328
Public Transportation	\$	0	\$	374,243	\$ 629,671	\$ 719,991
Roads	\$	0	\$	262,986	\$ 442,479	\$ 505,948
Solid Waste	\$	0	\$	51,338	\$ 86,377	\$ 98,767
Surface Water Management Local Drainage	\$	0	\$	64,207	\$ 108,029	\$ 123,525
Services						
Veterans and Family Levy	\$	0	\$	4,927	\$ 8,289	\$ 9,479
Veterans Relief Services	\$	0	\$	3,068	\$ 5,162	\$ 5,903
Water Quality	\$	0	\$	247,148	\$ 415,830	\$ 475,477
Water and Land Resources Shared Services	\$	0	\$	63,042	\$ 106,069	\$ 121,284
Work Training Program	\$	0	\$	24,836	\$ 41,787	\$ 47,781
TOTAL	\$	0	\$3	3,465,333	\$ 5,830,481	\$ 6,666,808

# KingCounty FISCAL NOTE

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

EXPENDITURE BY CATEGORIES:					
Expense Type	2010 Base	2011	2012	2013	2014
Salaries	\$ 263,952,367	\$ 00	\$ 2,982,662	\$ 5,018,379	\$ 5,738,217
OT Pay	\$ 7,434,035	\$ 00	\$ 84,005	\$ 141,339	\$ 161,613
PERS/FICA	\$ 35,280,232	\$ 00	\$ 398,667	\$ 670,763	\$ 766,978
TOTAL	\$ 306,666,633	\$ 00	\$ 3,465,333	\$ 5,830,481	\$ 6,666,808

	ASSUMPTIONS:				
Ass	sumptions used in estimating expenditure	e include:			
1.	Ordinance Period (s):	Ordinance effective January 1, 2011.			
2.	Wage Adjustments & Effective Dates:				
	CPI:	0.0% COLA effective January 1, 2011, 90% CPI-W Seattle-Tacoma-Bremerton			
		1/1/2012 (assumed 1.13%), 95% CPI-W Seattle Tacoma Bremerton 1/1/2013			
		(Assumed 1.88%), 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed			
		2.11%)			
	Other:	N/A			
	<b>Retro/Lump Sum Payment:</b>	N/A			
3.	Other Wage-Related Factors:				
	Step Increase Movement:	N/A			
	PERS/FICA:	Assumed 13%.			
4.	Other Cost Factors:	OT estimates based on 2009 actual OT use. This fiscal note covers only the 37			
		bargaining units that have ratified and signed the agreement.			

November 9, 2010

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

Dear Councilmember Ferguson:

I am pleased to transmit to you the initial labor agreements detailing cost of living increases for the years 2011 through 2014 that I have negotiated with certain Unions representing King County employees. These agreements are consistent with sound financial planning and with the commitments I made in my balanced 2011 proposed budget that addressed the County's \$60 million general fund deficit. This transmittal represents 37 contracts whose bargaining unit members have ratified a zero COLA for 2011. We have also reached tentative agreement with 15 units, which agreements I hope to transmit in a second ordinance after the Unions' ratification processes are completed. In addition, the county is in the process of obtaining signature for another 4 units that have ratified zero COLA for 2011.

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

Animal Control Officers Guild
Animal Control - Department of Executive Services (Records & Licensing Services)
• Ferry Coalition: Inlandboatmen's Union of the Pacific; International Organization of Masters, Mates &
Pilots; and Marine Engineers' Beneficial Association
Passenger only Vessels, Marine Division, Department of Transportation
Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M
Print Shop - Graphic Communications; Department of Executive Services (Facilities Management
Division)
<ul> <li>International Federation of Professional &amp; Technical Engineers, Local 17</li> </ul>
Court Reporters - Superior Court
Departments: Development & Environmental Services, Executive Services, Natural Resources &
Parks, Transportation
Departments: Public Health, Community & Human Services
Information Technology
Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division
Section Managers - Departments: Natural Resources & Parks, Transportation, Development &
Environmental Services

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Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation Transit Supervisors - Department of Transportation, Metro Transit Division • King County Juvenile Detention Guild Department of Adult & Juvenile Detention - Juvenile Detention • King County Prosecuting Attorneys Association Prosecuting Attorney's Office · Public Safety Employees Union Communications Specialists Supervisors - King County Sheriff's Office Fire Marshal - Department of Development & Environmental Services King County Civic Television Legal Administrative Specialists - Department of Judicial Administration Non-Commissioned - Department of Adult & Juvenile Detention Non-Commissioned - Department of Community & Human Services Non-Commissioned - King County Sheriff's Office Superior Court Clerks - Judicial Administration Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Department of Assessments • Service Employees International Union, Local 925 Department of Natural Resources & Parks - Parks & Recreation Involuntary Commitment Specialists - Mental Health, Department of Community & Human Services Wastewater Treatment Division - Department of Natural Resources & Parks • Uniformed Command Association Corrections Jail Captains - Department of Adult & Juvenile Detention • Washington State Council of County and City Employees, Council 2 Department of Adult & Juvenile Detention District Court - Wages Department of Public Health Medical Examiner - Department of Public Health WorkSource - Department of Community & Human Services Industrial and Hazardous Waste Department of Executive Services, Facilities Management Division Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors) Superior Court - Staff (Wages Only) Superior Court - Supervisors (Wages Only) · Washington State Nurses Association Staff Nurses - Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)

In addition to reaching agreement with our aforementioned labor partners to forgo 2011 COLA, we also agreed to cost of living sustainability through 2014. Should a significant shift in economic and fiscal conditions occur during the term of these agreements, we may reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than two percentage points compared with the previous year or a decline of more than 7% in county retail sales as determined by comparing current year to previous year. This unprecedented approach to COLA provides predictability and sustainability that we have not seen previously in our negotiated COLA formulas.

The settlements reached are a product of good faith collective bargaining between King County and the Unions. These agreements compare favorably with other settlements and are The Honorable Bob Ferguson November 9, 2010 Page 3

within our capacity to finance. These agreements have 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: Tom Bristow, Chief of Staff
 Anne Noris, Clerk of the Council

 Dwight Dively, Director, Office of Management and Budget and Office of Strategic Planning and Performance Management
 Patti Cole-Tindall, Director, Office of Labor Relations

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## Labor Policy on Compensation

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

## **Compensation:**

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

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Attachment A Local 925 DNRP

#### 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 Natural Resources and Parks - Parks and Recreation

cba Code	Uniou	Contract
010	SEIU, Local 925	Department of Natural Resources and Parks - Parks and Recreation

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

Addressing King County 2011 Budget Crisis - 2011 COLA	
Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks a	Ind
Recreation	
000U0310_COLA-2011_010	

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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.

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation 000U0310\_COL4-2011\_010 Page 2

COW Materials, Page 20

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:

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For King County:

ndal

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

<u>11 - 5- 10</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation 000U0310\_COLA-2011\_010 Page 3

#### 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 -Wastewater Treatment Division - Department of Natural Resources and Parks

cba Code	Union	Contract
011	SEIU, Local 925	Wastewater Treatment Division - Department of Natural Resources and Parks

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. <u>2012 COLA</u>

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

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks 000U0310\_COLA-2011\_011 Page 1

COW Materials, Page 22

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. <u>2013 COLA</u>

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.

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks 000U0310\_COLA-2011\_011 Page 2 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:

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Date

For King County:

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

11-5-10

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks 000U0310\_COLA-2011\_011 Page 3

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Superior Court Clerks - Judicial Administration

cba Code	Union	Contract	
020	PSEU	Superior Court Clerks - Judicial Administration	·

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 Public Safety Employees Union 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. <u>2014 COLA</u>

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 Public Safety Employees Union;

For King County:

Lindall

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

1-5-10

Addressing King County 2011 Budget Crisis - 2011 COLA Public Safety Employees Union - Superior Court Clerks - Judicial Administration 000U0310\_COLA-2011\_020 Page 3

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Legal Administrative Specialists - Department of Judicial Administration

cba Code	Union	Contract
021	PSEU	Legal Administrative Specialists - Department of Judicial Administration

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 Public Safety Employees Union 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. <u>2012 COLA</u>

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. <u>2013 COLA</u>

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 Public Safety Employees Union:

For King County:

Indall

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

- 3-10 Date

Attachment E Local 925 Involuntary Commitment Specialists

#### 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 -Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

cba Code	Union	Contract
030	SEIU, Local 925	Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

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

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services 000U0310\_COLA-2011\_030 Page 1

**COW Materials, Page 31** 

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. <u>2014 COLA</u>

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.

Addressing King County 2011 Budget Crisis - 2011 COLA	
Service Employees International Union, Local 925 - Involuntary Comm.	itment Specialists - Mental Health,
Department of Community and Human Services	•
000U0310 COLA-2011 030	
Page 2	,

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:

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<u>Mov. 8, 2010</u> Date

For King County: ndul

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

Date

Addressing King County 2011 Budget Crisis - 2011 COLA Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services 000U0310\_COLA-2011\_030 Page 3

Attachment F Local 17 DDES, DNRP, DOT

## 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 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation

cba Code	Union	Contract
040	IFPTE, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, 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.

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

#### A. <u>2012 COLA</u>

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation 000U0310\_COLA-2011\_040 Page 1 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. <u>2014 COLA</u>

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

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation 000U0310\_COLA-2011\_040 Page 2 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:

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1/9/10 Date

For King County:

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

11-5-10

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation 000U0310 COLA-2011 040 COW Materials, Page 36 Page 3

Attachment G Local 17-PTIA Transit

# 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, Interest Arbitration - Department of Transportation, Metro Transit Division

cba Code	Union	Contract
043	IFPTE, Local 17	Professional and Technical, Interest Arbitration - Department of Transportation, Metro Transit 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 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.

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

#### A. 2012 COLA

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Professional and Technical, Interest Arbitration - Department of Transportation, Metro Transit Division 000U0310\_COLA-2011\_043 COW Materials, Page 37 Page 1 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. <u>2013 COLA</u>

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. <u>2014 COLA</u>

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:

11/4/10 Date

For King County:

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

<u>//- 5-10</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Professional and Technical, Interest Arbitration - Department of Transportation Metro Transit Division COW Materials, Page 39 000U0310 COLA-2011 043 Page 3

# 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 - Transit Supervisors - Department of Transportation, Metro Transit Division

cba Code	Union	Contract
044	IFPTE, Local 17	Transit Supervisors - Department of Transportation, Metro Transit 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 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.

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

## A. <u>2012 COLA</u>

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

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Transit Supervisors - Department of Transportation, Metro Transit Division 000U0310\_COLA-2011\_044 Page 2 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:

Jaw

11/4/10 Date

For King County:

Indul

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

<u>//- 4 - 10</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Transit Supervisors - Department of Transportation, Metro Transit Division **COW Materials, Page 42** 000U0310 COLA-2011 044 Page 3

Attachment I Local 17-IT

# 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 - Information Technology

cba Code	Union	Contract
048	IFPTE, Local 17	Information Technology

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.

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:

fand Men

11/4/10 Date

For King County:

ndall

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

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & CCWCMErenters, Page 745 nformation Technology 000U0310\_COLA-2011\_048 Page 3

Attachment J Local 17-Court Reporters

# 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 - Court Reporters - Superior Court

cba Code	Union	Contract
050	IFPTE, Local 17	Court Reporters - Superior Court

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.

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:

11/4/10 Date

For King County:

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

11-5-10 Date

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Court Reporters - Superior Court 000U0310\_COLA-2011\_050 Page 3

Attachment K Local 17-DPH, DCHS

# 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 - Departments: Public Health, Community and Human Services

cba Code	Union	Contract
060	IFPTE, Local 17	Departments: Public Health, Community and Human Services

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.

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. <u>2013 COLA</u>

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:

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11/4/10 Date

For King County:

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

11-5-10

Attachment L Local 17-Supervisors FMD, DNRP, DOT

# 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 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation

cba Code	Union	Contract
065	IFPTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, 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.

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

## A. <u>2012 COLA</u>

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks\_Transportation 000U0310\_COLA-2011\_065 Page 1 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. <u>2013 COLA</u>

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

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation 000U0310\_COLA-2011\_065 Page 2 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:

Jacol Mor

11/4/10 Date

For King County:

Indall

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

<u>11-5-10</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation 000U0310 COLA-2011 065 COW Materials, Page 54 000U0310\_COLA-2011\_065 Page 3

Attachment M Local 17-Section Managers DNRP, DDES, DOT

# 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 - Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services

cba Code	Union	Contract
066	IFPTE, Local 17	Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services

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.

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

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services 000U0310\_COLA-2011\_066 Page 2 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:

Jacob Mot go

<u>11/4/10</u> Date

For King County:

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

11-5-10

Addressing King County 2011 Budget Crisis - 2011 COLA International Federation of Professional & Technical Engineers, Local 17 - Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services 000U0310\_COLA-2011\_066 Page 3

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 21HD ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 21HD are covered under the following labor agreement.

cba Code	Union	Contract
070	WSCCCE, Council 2, Local 21HD	Department of Public Health

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Washington State Council of County and City Employees, Council 2, Local 21HD: Department of Public Health.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 21HD:

For King County:

Cole Indall Patti Cole-Tindall

Director Office of Labor Relations King County Executive Office

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 21HD - Department of Public Health 000U0310\_COLA-2011\_070 Page 2

COW Materials, Page 59

Attachment O Local 21AD-DAJD

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 21AD ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 21AD are covered under the following labor agreement.

cba Code	Union	Contract	
080	WSCCCE, Council 2, Local 21AD	Department of Adult & Juvenile Detention	

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 21AD - Department of Adult & Juvenile Detention 000U0310\_COLA-2011\_080 Page 1 COW Materials, Page 60 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 Washington State Council of County and City Employees, Council 2, Local 21AD: Department of Adult & Juvenile Detention.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 21AD:

For King County:

Page 2

De-Indul Patti Cole-Tindall

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

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Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 21AD - Department of Adult & Juvenile Detention 000U0310\_COLA-2011\_080 COW Materials, Page 61

Attachment P Local 21DC District Court Wages

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 21DC ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 21DC are covered under the following labor agreement.

cba Code	Union	Contract
090	WSCCCE, Council 2, Local 21DC	District Court - Wages

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Washington State Council of County and City Employees, Council 2, Local 21DC: District Court - Wages.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 21DC:

For King County:

to Cole-Indall Patti Cole-Tindal

Director Office of Labor Relations King County Executive Office

9-15-10

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 21DC - District Court - Wages 000U0310 COLA-2011 090 Page 2

COW Materials, Page 63

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND ANIMAL CONTROL OFFICERS GUILD ADDRESSING THE 2011 BUDGET CRISIS

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

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 Animal Control Officers Guild are covered under the following labor agreement.

cba Code	Union	Contract
170	ACOG	Animal Control - Department of Executive Services (Records & Licensing Services)

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Animal Control Officers Guild: Animal Control - Department of Executive Services (Records & Licensing Services).

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Animal Control Officers Guild:

ACOG PRESIDENT

SHELBY RUSSELL

For King County:

ol-Indall

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

9-14-10

Date

 Addressing King County 2011 Budget Crisis - 2011 COLA

 Animal Control Officers Guild - Animal Control - Department of Executive Services (Records & Licensing Services)

 000U0310\_COLA-2011\_170

 Page 2

 COW Materials, Page 65

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Non-Commissioned - Department of Adult and Juvenile Detention

cba Code	Union	Contract
191	PSEU	Non-Commissioned - Department of Adult and Juvenile Detention

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 Public Safety Employees Union 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. <u>2012 COLA</u>

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 Public Safety Employees Union:)

For King County:

ndall

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

11-5-10

Attachment S PSEU Non-commissioned DCHS

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Non-Commissioned - Department of Community and Human Services

cba Code	Union	Contract
192	PSEU	Non-Commissioned - Department of Community and Human Services

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 Public Safety Employees Union 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. <u>2012 COLA</u>

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. <u>2013 COLA</u>

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 Public Safety Employees Union:

For King County:

mdall

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

<u>//-5-10</u> Date

Attachment T PSEU Non-commissioned Sheriff

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Non-Commissioned - King County Sheriff's Office

cba Code	Union	Contract
193	PSEU	Non-Commissioned - 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 Public Safety Employees Union 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. <u>2013 COLA</u>

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 Public Safety Employees Union:

For King County:

ndill

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

Date

Addressing King County 2011 Budget Crisis - 2011 COLA Public Safety Employees Union - Non-Commissioned - King County Sheriff's Office 000U0310\_COLA-2011\_193 Page 3

Attachment U PSEU Fire Marshal

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Fire Marshal -Department of Development and Environmental Services

cba Code	Union	Contract
210	PSEU	Fire Marshal - Department of Development and Environmental Services

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 Public Safety Employees Union 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. <u>2012 COLA</u>

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. <u>2014 COLA</u>

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 Public Safety Employees Union?

For King County:

ndall

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

<u> 3-10</u>

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - Communications Specialists Supervisors - King County Sheriff's Office

cba Code	Union	Contract
212	PSEU	Communications Specialists Supervisors - 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 Public Safety Employees Union 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. <u>2013 COLA</u>

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. <u>2014 COLA</u>

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 Public Safety Employees Union:

For King County:

dall

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

||-5-10 Date

Attachment W Local 763 Assessments

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS, TEAMSTERS LOCAL 763 ADDRESSING THE 2011 BUDGET CRISIS

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

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 Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 are covered under the following labor agreement.

cba Code	Union	Contract
220	Teamsters Local 763	Department of Assessments

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

Addressing King County 2011 Budget Crisis - 2011 COLA Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 - Department of Assessments 000U0310\_COLA-2011\_220 Page 1

COW Materials, Page 81

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 Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763: Department of Assessments.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763:

-10

For King County:

Inclut

11-5-10

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

Addressing King County 2011 Budget Crisis - 2011 COLA Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 - Department of Assessments 000U0310 COLA-2011\_220 Page 2

COW Materials, Page 82

Attachment X Local 767M Print Shop

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 767M 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 Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M - Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)

cba Code	Union	Contract
230	GGC/IBT Local 767M	Print Shop - Graphic Communications; 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 Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M 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. <u>2012 COLA</u>

Addressing King County 2011 Budget Crisis - 2011 COLA Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M - Print Shop -Graphic Communications; Department of Economy Services (Facilities Management Division) 000U0310\_COLA-2011\_230 Page 1 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. <u>2013 COLA</u>

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. <u>2014 COLA</u>

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 Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M:

11/4/10

For King County:

Indill

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

<u>//- 4-10</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M - Print Shop -Graphic Communications; Department of Eccutive Services (Facilities Management Division) 000U0310\_COLA-2011\_230 Page 3

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 1652 ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 1652 are covered under the following labor agreement.

cba Code	Union	Contract
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Washington State Council of County and City Employees, Council 2, Local 1652: Medical Examiner - Department of Public Health.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 1652:

For King County:

Cole Indall

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

Date

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 1652 - Medical Examiner - Department of Public Health 000U0310 COLA-2011 260 COW Materials, Page 87 Page 2

Attachment Z Local 1652M Worksource

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 1652M ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 1652M are covered under the following labor agreement.

cba Code	Union	Contract
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community & Human Services

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 1652M - WorkSource - Department of Community & Human Services 000U0310\_COLA-2011\_263 Page 1 COW Materials, Page 88

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 Washington State Council of County and City Employees, Council 2, Local 1652M: WorkSource - Department of Community & Human Services.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 1652M:

Miel

For King County:

Cole Indall

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

-15-11 Date

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 1652M - WorkSource - Department of Community & Human Services 000U0310 COLA-2011 263 COW Materials, Page 89 Page 2

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 2084-FM ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 2084-FM are covered under the following labor agreement.

cba Code	Union	Contract
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Washington State Council of County and City Employees, Council 2, Local 2084-FM: Department of Executive Services, Facilities Management Division.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Iocal 2084-FM:

For King County:

to Cole- Lindal

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

1-15-10

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 2084-FM - Department of Executive Services, Facilities Management Division 000U0310\_COLA-2011\_272 Page 2 COW Materials, Page 91

Attachment BB Local 2084-SC Superior Court Staff Wages only

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 2084-SC ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 2084-SC are covered under the following labor agreement.

cba Code	Union	Contract
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 2084-SC - Superior Court - Staff (Wages Only) 000U0310\_COLA-2011\_273 Page 1 COW Materials, Page 92

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 Washington State Council of County and City Employees, Council 2, Local 2084-SC: Superior Court - Staff (Wages Only).

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Gouncil 21 Local 2084-SC:

For King County:

de Indall

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

Date

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 2084-SC - Superior Court - Staff (Wages Only) 000U0310 COLA-2011 273 COW Materials, Page 93 Page 2

Attachment CC Local 2084SC-S Superior Court Supervisors Wages only

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 2084SC-S ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 2084SC-S are covered under the following labor agreement.

cba Code	Union	Contract
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

 Addressing King County 2011 Budget Crisis - 2011 COLA

 Washington State Council of County and City Employees, Council 2, Local 2084SC-S - Superior Court - Supervisors

 (Wages Only)

 000U0310\_COLA-2011\_274

 Page 1

COW Materials, Page 94

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 Washington State Council of County and City Employees, Council 2, Local 2084SC-S: Superior Court - Supervisors (Wages Only).

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 2084SC-S:

For King County:

de Tindal

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

-15-10

Date

Addressing King County 2011 Budget Crisis - 2011 COLA Washington State Council of County and City Employees, Council 2, Local 2084SC-S - Superior Court - Supervisors (Wages Only) 000U0310 COLA-2011 274 COW Materials, Page 95 Page 2

Attachment DD Local 1652R Industrial & Hazardous Waste

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 1652R ADDRESSING THE 2011 BUDGET CRISIS

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

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, Local 1652R are covered under the following labor agreement.

cba Code	Union	Contract	
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste	

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Washington State Council of County and City Employees, Council 2, Local 1652R: Industrial and Hazardous Waste.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Washington State Council of County and City Employees, Council 2, Local 1652R:

For King County:

Oli Jundall

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

Date

Attachment EE Local 2084-S Juvenile Detention Supervisors

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 2084-S 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, Local 2084-S (Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors))

cba Code	Union	Contract
276	WSCCCE, Council 2, Local 2084-S	Department of Adult & 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, Local 2084-S 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. <u>2013 COLA</u>

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 Washington State Council of County and City Employees, Council 2, Local 2084-S

ent

For King County:

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

Attachment FF KCJDG Juvenile Detention

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND KING COUNTY JUVENILE DETENTION GUILD ADDRESSING THE 2011 BUDGET CRISIS

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

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 Juvenile Detention Guild are covered under the following labor agreement.

cba Code	Union	Contract
296	KCJDG	Department of Adult & Juvenile Detention - Juvenile Detention

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;

WHEREAS, the parties' contract expires on December 31, 2010 and the parties are currently in negotiations for a successor agreement;

NOW THEREFORE, King County and the King County Juvenile Detention Guild have reached the following agreement:

1. The parties have agreed upon a two (2) year economic agreement to be effective January 1, 2011 through December 31, 2012.

2. The economic agreement includes a zero COLA for 2011 and a COLA reopener for 2012 which is limited to negotiating what, if any, across-the-board wage increase should apply to this Bargaining Unit.

3. Subject to the King County's budget process, the Executive shall propose and advocate for the reinstatement of one (1) Alternative to Secure Detention position eliminated in the Budget submitted by the Executive to the King County Council.

4. The parties acknowledge that this agreement is subject to approval by the King County Council.

5. This agreement shall expire on December 31, 2012.

For King County Juvenile Detention Guild:

A. Mul Mar Manuel Yniguez

President, King County Juvenile Detention Guild

<u>16 - 12 - 2010</u> Date

Approved as to Form for King County Juvenile Detention Guild:

lared Karstetter egal Advisor King County Juvenile Detention Guild

For King County:

ndull

Patricia Cole-Tindal Director Office of Labor Relations King County Executive Office

<u>/0 - /8 - /0</u> Date

<u>140CT 10</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA King County Juvenile Detention Guild - Department of Adult & Juvenile Detention - Juvenile Detention 000U0310\_COLA-2011\_296 COW Materials, Page 102 Page 2

Attachment GG Wash State Nurses Assoc. Staff Unit

## MEMORANDUM OF AGREEMENT Sta BY AND BETWEEN KING COUNTY AND WASHINGTON STATE NURSES ASSOCIATION (STAFF UNIT) ADDRESSING THE 2011 BUDGET CRISIS

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 2010-2012 staff nurse collective bargaining agreement between the County and WSNA provides for a re-opener on cost of living adjustments and other wage-related items for the years 2011 and 2012;

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, King County and the Washington State Nurses Association (WSNA) 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 over the COLA reopener provisions, but not the other reopener provisions contained in the parties' 2010-2012 staff nurse collective bargaining agreement.

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

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 Agreement shall be in effect through December 31, 2012.

For Washington State Nurses Association (Staff Nurses):

Heather Worbets Nurse Representative

11.2.10

Date

For King County:

Indill

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

1-5-10

Addressing King County 2011 Budget Crisis - 2011 COLAWashington State Nurses Association; Staff Nurses - Departments: Public Health, Adult and Juvenile Detention(Juvenile Detention)000U0310\_COLA-2011\_310Page 2

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND

# KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION ADDRESSING THE 2011 BUDGET CRISIS AND SATISFYING RE-OPENER

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

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

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

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

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

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

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

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

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

## A. 2012 COLA

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

## B. <u>2013 COLA</u>

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. <u>2014 COLA</u>

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

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

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

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

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

5. The agreement reached in this Memorandum of Agreement satisfies the parties' obligations under the reopener clause contained in Article 9, Section 1(d) of the parties' collective bargaining agreement.

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

7. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the King County Prosecuting Attorneys Association.

8. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the grievance procedure contained in the parties' collective bargaining agreement.

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

For King County Prosecuting Attorneys Association:

Jenn Miller

0 0ctDate

Association President

For King County:

. Indall Patti Cole-Tindall

Director Office of Labor Relations King County Executive Office

<u>10-7-2010</u> Date

Addressing King County 2011 Budget Crisis - 2011 COLA King County Prosecuting Attorneys Association - Prosecuting Attorney's Office 000U0310\_COLA-2011\_370 Page 3

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND UNIFORMED COMMAND ASSOCIATION ADDRESSING THE 2011 BUDGET CRISIS

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

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 Uniformed Command Association are covered under the following labor agreement.

cba Code	Local	Contract
380	UCA	Corrections Jail Captains - Department of Adult & Juvenile Detention

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

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

3. As determined by the County, savings generated by foregoing 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.

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 Uniformed Command Association: Corrections Jail Captains - Department of Adult & Juvenile Detention.

7. The parties hereby agree that if, subsequent to the execution of this agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award. It is understood that should the King County Corrections Guild be awarded 2011 COLA as part of an interest arbitration decision, the union may reopen 2011 Cost of Living increase negotiations.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Uniformed Command Association:

For King County:

ole- Lindal

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

-20-10

Addressing King County 2011 Budget Crisis - 2011 COLA Uniformed Command Association - Corrections Jail Captains - Department of Adult & Juvenile Detention 000U0310 COLA-2011 380 Page 2

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## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PUBLIC SAFETY EMPLOYEES UNION 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 Public Safety Employees Union - King County Civic Television (CTV)

cba Code	Union 🖕	Contract
430	PSEU	King County Civic Television (CTV)

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 Public Safety Employees Union 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. <u>2013 COLA</u>

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 Public Safety Employees Union?

For King County:

Linday

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

Date

## **MEMORANDUM OF AGREEMENT BY AND BETWEEN** KING COUNTY AND FERRY COALITION ADDRESSING THE 2011 BUDGET CRISIS

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

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 Ferry Coalition are covered under the following labor agreement.

cba Code	Union	Contract
446	Ferry Coalition	Passenger only Vessels, Marine Division, Department of Transportation

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.  $O_{W_{C}}$  5. The parties acknowledge that all parties have fulfilled their obligations to engage in  $O_{V_{C}}$  collective bargaining over the subjects contained in this Agreement.  $O_{V_{C}}$   $O_{V$ 

Ferry Coalition - Passenger only Vessels, Marine Division, Department of Transportation 000U0310\_COLA-2011\_446 Page 1

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of Ferry Coalition: Passenger only Vessels, Marine Division, Department of Transportation.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Ferry Coalition, International Organization of Masters, Mates & Pilots:

For Ferry Coalition, Marine Engineers' Beneficial Association:

Date

Date

For Ferry Coalition, Inlandboatmen's Union Of The Pacific:

For King County: J. Jundal

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

Addressing King County 2011 Budget Crisis - 2011 COLA Ferry Coalition - Passenger only Vessels, Marine Division, Department of Transportation 000U0310\_COLA-2011\_446 Page 2

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## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND FERRY COALITION ADDRESSING THE 2011 BUDGET CRISIS

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

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 Ferry Coalition are covered under the following labor agreement.

cba Code	Union	Contract
446	Ferry Coalition	Passenger only Vessels, Marine Division, Department of Transportation

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Ferry Coalition: Passenger only Vessels, Marine Division, Department of Transportation.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Ferry Coalition, International Organization of Masters, Mates & Pilots:

For Ferry Coalition, Marine Engineers' Beneficial Association:

For Ferry Coalition, Inlandboatmen's Union Of The Pacific:

For King County:

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

Addressing King County 2011 Budget Crisis - 2011 COLA Ferry Coalition - Passenger only Vessels, Marine Division, Department of Transportation 000U0310\_COLA-2011\_446 Page 2

<u>8/26/10</u> Date

Date

Date

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# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND FERRY COALITION ADDRESSING THE 2011 BUDGET CRISIS

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

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 Ferry Coalition are covered under the following labor agreement.

cba Code	Union	Contract
446	Ferry Coalition	Passenger only Vessels, Marine Division, Department of Transportation

WHEREAS, the parties collective bargaining agreement is open on the subject of 2011 Cost of Living pay adjustments, the Union has agreed to the provisions below.

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

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

NOW THEREFORE, King County and the undersigned Union agree as follows.

1. The parties have negotiated that all employees covered by the aforementioned collective bargaining agreement will not receive a 2011 Cost of Living pay adjustment.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 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.

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 Ferry Coalition: Passenger only Vessels, Marine Division, Department of Transportation.

7. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches any agreement with the King County Labor Coalition related to the 2011 COLA that includes any additional wages or benefits not contained in this Memorandum of Agreement, the same provision(s) shall be offered, retroactively where applicable, to all bargaining units included in this Agreement. This section shall not apply to any provisions awarded as part of an interest arbitration award.

8. 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.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2011.

For Ferry Coalition, International Organization of Masters, Mates & Pilots:

Date

For Ferry Coalition, Marine Engineers' Beneficial Association:

For Ferry Coalition, Inlandboatmen's Union Of The Pacific:

Date

For King County:

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

Addressing King County 2011 Budget Crisis - 2011 COLA Ferry Coalition - Passenger only Vessels, Marine Division, Department of Transportation 000U0310\_COLA-2011\_446 Page 2 COW Materials, Page 118