

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diverse services offered to the public; preserve positions held by the County’s high quality employees; standardize pay ranges and practices in King County; and re-organize County functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs; agreements supporting a Lean process and implementation of Lean proposals; agreements standardizing certain classification and compensation processes; agreements that make efficient use of County resources by bargaining many labor issues in countywide coalitions; agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion; and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the County’s budget crisis at the height of the great recession;

The parties have also worked together in Olympia and elsewhere in an attempt to secure additional funding options for King County services. The parties continue to engage in solution based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of position due to the loss of state and federal funds and budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as recognizing King County employees, the County’s “most valued resource”, for working with King County to meet the challenges that will be presented during the term of this Agreement.

Agreement:

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

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements of current collective bargaining agreements (CBAs) are “rolled over” and neither increased nor decreased, through 2016; Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a “Total Compensation” agreement that will be effective January 1, 2017 or later, as agreed to by the parties. “Total Compensation” elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these “total compensation” elements as well as County initiatives that include but are not limited to “Employer of the Future” and “Standards”. It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of “total compensation”) is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost of Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA “rolled over” and neither increased nor decreased through 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014 and whose bargaining units ratify this agreement on or before August 15, 2014. This payment is in consideration for the agreement by participating unions to bargain economic issues with King County as a coalition rather than individual bargaining units, resulting in process efficiency and savings in administrative costs for King County.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrent*, rather than consecutive. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KC FML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.
4. 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; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

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

Date