

LABOR POLICIES OF THE METROPOLITAN KING COUNTY COUNCIL

(Covering Public Labor Policies through LP2020-004)

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LAB CHAPTER 1 GENERAL

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LAB 1-001. Guiding Principles: The guiding principles underlying King County's relationship with its employees shall be based upon the Reverend Dr. Martin Luther King, Jr.'s assertion, in his speech to striking Memphis sanitation workers on March 18, 1968, that "All labor has dignity" and "that whenever you are engaged in work that serves humanity and is for the building of humanity, it has dignity, and it has worth." King County's Labor Policies and contracts will reflect the values of dignity and worth as guiding principles. (LP 2020-004, § 1, 2020).

LAB 1-002. Purpose: Labor policies establish the policies for matters related to the compensation and working conditions of King County employees. Nothing in the policies changes the legally mandated bargaining obligations of the county and organized labor with respect to the subjects contained in the policies. Further, existing collective bargaining agreements between the parties supersede any changes in labor policies made after the effective date of the agreements. (LP 2020-004, § 2, 2020).

LAB 1-003. Model Employer: King County is committed to being an employer of choice. The county aims to provide a competitive total compensation package, including high-value and holistic benefits that support and meet the needs of a

diverse workforce, and ensure a supportive working environment and access to growth and development opportunities. (LP 2020-004, § 3, 2020).

LAB 1-004. Union and Guild Organizing: The county recognizes and supports a union or guild's right to represent and organize employees. As a matter of practice and principle, the county shall expeditiously respond to representation inquiries. For purposes of labor policies, the term “organized labor” shall mean the employees of King County who are represented by labor unions and guilds as well as the representatives of those employees. (LP 2020-004, § 4, 2020).

LAB 1-005. Safety: King County is committed to promoting a respectful, safe and healthy workplace for its employees, and shall comply with all applicable health and safety regulations. In addition to being subject to the standards developed under the law, the county shall work to assist and encourage individual departments, divisions, offices and other agencies in their efforts to provide respectful, safe and healthy working conditions and work to standardize procedures, processes and communications regarding safety issues. (LP 2020-004, § 5, 2020).

LAB 1-010. Contract Consolidation: The County supports consolidation in the number of bargaining units and collective bargaining agreements where legal and appropriate. Where appropriate, the County should seek to address fragmentation of its countywide organizational structure with assistance of its union representatives and when necessary through process provided for under state statute. (LP 2010-031, § I.3, 2010).

LAB 1-020. Equity and Social Justice: King County values diversity, equity, well-being and belonging in our workplace and workforce. King County further acknowledges that the community is best served by a culturally, ethnically and racially diverse workforce that brings varied perspectives, beliefs and values to public service. For these reasons, the county shall pursue labor agreements that support the hiring and retention of such a diverse workforce, including, taking into account how employment

decisions may impact the county's equity and social justice goals. (LP 2020-004, § 6, 2020; LP 2010-031, § I.9, 2010).

LAB 1-030. Project Labor Agreements and Community Workforce

Agreements: The county supports project labor agreements ("PLAs"), which are intended to ensure the peaceful settlement of labor disputes and grievances so that large-scale public works projects are completed without delays due to strikes or lockouts. A PLA that includes the additional provision for "priority hiring" is known as a community workforce agreement ("CWA"). The Priority Hire program provides local construction workers living in economically disadvantaged areas of the county with access to participate in King County construction projects. The county intends to use CWAs in county-funded public works projects meeting certain criteria established by the executive, including, but not limited to, having construction costs estimated at or above a specific threshold. For large-scale federally funded projects, the county intends to use either a CWA or a PLA depending on what is allowed by the respective federal agencies. (LP 2020-004, § 7, 2020; LP 2010-031, § I.14, 2010).

LAB 1-040. Employee Performance and Accountability: It shall be the policy of King County to promote ongoing employee development and accountability through effective communication of job requirements and workplace expectations, coaching and employee feedback. This includes employee performance evaluations shall be conducted at least annually as part of a systematic and equitable employee performance management system. These evaluations shall be maintained in employee personnel files. Employee performance evaluations shall be an element in a comprehensive employee performance management system. Subject to the collective bargaining process, performance evaluations can be considered in determining incentive compensation, promotions and demotions. (LP 2020-004, § 8, 2020; LP 2010-031, § I.15, 2010).

LAB 1-050. Best-Run Government: It shall be the policy of King County to promote a culture of continuous improvement, innovation and fiscal responsibility.

Our interest is to partner with the county's workforce to identify opportunities to improve the way the county does business, including building capacity and addressing cost growth. (LP 2020-004, § 9, 2020; LP 2010-031, § I.16, 2010).

LAB 1-060. Standardization and Impacts to Business Systems: To further the county's values of equity and fiscal responsibility, it shall be the policy of King County to standardize personnel rules, policies and practices across the county to the extent possible. The county will partner with employees and their bargaining representative to identify opportunities for standardization. (LP 2020-004, § 10, 2020).

LAB CHAPTER 2 LABOR/MANAGEMENT COMMITTEE

LAB 2-010 Labor/Management Committees

LAB 2-020 Labor Management Partnerships

LAB 2-010. Labor/Management Committees: The County recognizes the value of the Labor/Management Committee process when addressing issues at the department or division level. The County encourages, but does not mandate, active labor/management committees in all departments to discuss issues and interests of both parties. (LP 2010-031, § I.1, 2010).

LAB 2-020 Labor Management Partnerships: It is recognized that an effective and equal partnership between the county and its labor unions is essential in achieving King County's vision to become a high performance regional government. An integral part of this effort is the involvement of county employees and their labor representatives in the implementation of organizational and operational changes in the way the county does business, to remain competitive in the delivery of effective and efficient services. Therefore, opportunities for the involvement of employees and unions in decision-making and the identification of process improvements should be promoted and actively pursued.

In order to achieve the above, the Executive is authorized to negotiate changes to existing contract language in collective bargaining agreements and/or negotiate new provisions in collective bargaining agreements that support this effort. Such negotiations may include, but will not be limited to, the redesign of existing labor management committees; the design of gainsharing and/or other pay for performance systems; and the development of training programs to educate employees on process improvement techniques as well as additional skill enhancement as needed to create these changes to current practices. (LP 2010-031, § I.1, 2010).

LAB CHAPTER 3 MEDIATION AND ARBITRATION

- LAB 3-010 Mediation and Grievance Settlement Pilot
- LAB 3-020 Binding interest Arbitration
- LAB 3-030 Interest-based bargaining

LAB 3-010. Mediation and Grievance Settlement Pilot: The county encourages alternative dispute resolution, such as voluntary mediation, as preferable to an adversarial process or litigation for resolving conflicts and grievance. Additionally, upon request by either organized labor or management, the parties will mediate a matter, preferably through King County Office of Alternative Dispute Resolution (recognizing the ADR office is not appropriate for all matters), subject to the relevant provisions of the governing collective bargaining agreement.

For two years following adoption of these policies, any grievance brought by organized labor regarding a compensation item will undergo a cost/benefit analysis to determine the most resource-efficient resolution and absent a legal impediment, the most resource-efficient resolution will be given consideration in the county's efforts to settle grievances in the most cost-effective manner possible.

The term “resource” will be construed broadly to include not only direct financial expenditures, including but not limited to compensation demand of the grievant, costs associated with arbitration, including the arbiter, consultants and arbitration witnesses, and the total cost-estimate for all county employee staff hours

expended during, the grievance process, including but not limited to those of the office of labor relations, the prosecuting attorney's office and the affected department, but also the potential future cost to the county of establishing a precedent that encourages future grievances on the same or related topics.

The parties shall assess the efficacy of the pilot after two years based on whether the additional work of doing an assessment added value to the grievance settlement process from the perspective of organized labor and management. If all parties (that is, the executive, council and organized labor) agree that the pilot added value, the parties shall consider making it permanent. (LP 2020-004, § 12, 2020; LP 2010-031, § I.2, 2010).

LAB 3-020. Binding Interest Arbitration: It shall be the policy of King County that binding interest arbitration only be extended to those represented groups of County employees who are eligible for interest arbitration under state law. (LP 2020-004, § 13, 2020; LP 2013-036 (part), 2013; LP 2010-031, § I.6, 2010).

LAB 3-030. Interest-based bargaining: It shall be the policy of King County that collaborative bargaining as a means of achieving mutually satisfactory ends be used whenever the Executive and bargaining units agree. (LP 2010-031, § I.8, 2010).

LAB CHAPTER 4 NEGOTIATIONS

LAB 4-010 Timeliness of Labor Contract Negotiations

LAB 4-010. Timeliness of Labor Contract Negotiations: It shall be the goal of King County to complete negotiations with its collective bargaining units prior to the expiration of any agreement, recognizing that the implementation of changes to benefits and/or wages requires significant lead time, and in an effort to avoid retroactive payments, and the associated costs and administrative burden. In order to implement this policy, and if both parties agree, the Executive shall work with the County's collective bargaining units to make whatever scheduling adjustments may be

necessary to allow sufficient time for negotiations to commence, be concluded and for mutual approval to be secured. (LP 2020-004, § 14, 2020; LP 2010-031, § I.12, 2010).

LAB CHAPTER 5 COMPENSATION AND BENEFITS

LAB 5-010 Compensation

LAB 5-020 Overtime

LAB 5-030 Benefits

LAB 5-010. 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. impacts to services based on revenue and cost forecast for the county,
- iii. comparable market compensation,
- iv. the status of county reserves,
- v. the wage gap between similarly employed employees, taking into account disparities that exist for classifications disproportionately held by employees of underrepresented and underserved races, genders or other protected classes consistent with the law, and
- vi. external wage disparities that exist for occupations in the local market historically held by underrepresented and underserved communities.

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. (LP 2020-004, §15, 2020; LP 2010-031, § I.5, 2010).

LAB 5-020. Overtime: Subject to the county's collective bargaining obligations and applicable law, the county executive shall pursue as a goal in collective bargaining an agreement that is supportive of the following:

A. Overtime should be required or permitted only when necessary—for example, for continuity or cost-effectiveness of operations—and not as a substitute for efficient scheduling or adequate staffing.

B. In assigning and administering overtime, managers should continue to give appropriate consideration to the health and safety of employees and the public, the quality and productivity of services, and the need to maintain an appropriate staffing level for operations.

C. To reduce unemployment, the county should hire or recall employees in preference to paying current employees to work overtime if doing so is cost-effective, taking into consideration all applicable costs, such as training, benefits and equipment.

D. Job classifications that are not required by law to be compensated on an hourly basis should be compensated on a salaried basis whenever possible.

E. Vacations, compensatory time off and other forms of scheduled leave should be coordinated to minimize the use of overtime to cover for employees who are on leave.

F. Administering overtime pay in accordance with the Fair Labor Standards Act. (LP 2020-004, § 16, 2020; LP 2013-034 (part), 2013; LP 2010-031, § I.18, 2010).

LAB 5-030. Benefits: The County recognizes that increasing costs for medical, dental, life, and other benefits pose a serious problem for maintaining stable budgets. The cost of medical, dental, life, and other employee benefits will continue to grow. If the County is to maintain its current level of benefits, it may need to consider cost sharing with employees, possibly on a sliding scale basis.

It shall be the policy of King County that the bargaining agent shall bargain in good faith with the goal of reaching agreement that employees shall make co-payments at the point of service to cover a portion of the cost of their medical, dental and vision benefits. The total percentage of benefit payments by King County employees shall be at least equal to the average of payments made by employees of large public and private sector employers in the Puget Sound area. These employers include but are not limited to Pierce and Snohomish counties; the cities of Seattle, Tacoma, Everett, Bellevue, Redmond, Renton and Kent; the Port of Seattle; the University of Washington; the State of Washington; and the Federal Government inclusive of the adjustment for locality. When feasible, the County shall facilitate the availability of disease prevention programs and natural and alternative medicine options to County employees. (LP 2010-031, § I.4, 2010).

LAB CHAPTER 6 CHANGES TO WORK FORCE

LAB 6-010 Reduction-in-Force

LAB 6-020 Contracting Out of Work

LAB 6-030 Use of Temporary and Part-Time Employees

LAB 6-010. Reduction-in-Force: Where there is an applicable collective bargaining agreement, the order of layoff shall be determined by the collective bargaining agreement. In the absence of a collective bargaining agreement, it shall be the policy of King County that reductions to the present represented work force shall be based on seniority and merit including, where appropriate, specific skills the County needs to retain in order to effectively provide a service to the public. When two or more career service employees within a class are of co-equal value to King

County, seniority alone shall determine the order of layoff as between those employees. It shall further be the policy of King County that in those cases where jobs may be eliminated, the County will endeavor to retraining and redeploying affected employees to the extent possible. (LP 2010-031, § I.7, 2010).

LAB 6-020. Contracting Out of Work: It shall be the policy of King County Council that the contracting out of work presently performed by represented County employees shall not be proposed to the Council until a work program has been completed which involved the affected bargaining unit in exploring other alternatives to meet management goals. (LP 2010-031, § I.10, 2010).

LAB 6-030. Use of Temporary and Part-Time Employees: Use of Temporary and Part-Time Employees: It shall be the policy of King County to promote equitable employment practices and operational efficiency by having ongoing stable, predictable bodies of work, which are halftime or more, performed by career service employees. Additionally, it shall be the policy of King County to maximize the use of fulltime employees and consolidate less than full time positions whenever possible. (LP 2010-031, § I.11, 2010).

LAB CHAPTER 7 SHERIFF'S OFFICE

- LAB 7-010 Civilian Oversight of Sheriff's Office
- LAB 7-020 Sheriff's Office Implementation of Report Recommendations
- LAB 7-030 Legislative Branch Employees and Officials.

LAB 7-010. Civilian Oversight of Sheriff's Office.

A. In establishing an office of law enforcement oversight consistent with Section 265 of the King County Charter, K.C.C. chapter 2.75, and K.C.C. 2.16.060, it is the policy of King County that:

1. the bargaining agent is directed to request that the King County Police Officer's Guild reopen negotiation of the existing collective bargaining agreement

between the parties. If the guild consents to reopen negotiations, the county and the bargaining unit should engage in good faith discussions to amend the collective bargaining agreement to grant the office of law enforcement the right to conduct independent investigations of all represented employees, including the use of subpoenas as part of any of its investigations as more fully set forth in this policy;

2. the office of law enforcement oversight's role and authorities continue to apply to all employees of the King County sheriff's office;

3. the office of law enforcement oversight has subpoena powers to compel any person to appear, give sworn testimony or produce documentary or other evidence reasonable in scope and relevant to the matter under inquiry and limited to the matters associated with the authority granted under K.C.C. 2.75.040.A.2., which are critical to the effectiveness of the investigative authority of the oversight office;

4. in the implementation of its investigative authority, the oversight office shall have the authority to independently investigate the conduct of law enforcement officers that has been the subject of a complaint and the use of force by county law enforcement officers regardless whether such use has been a subject of a complaint and will use criteria such as fear of retaliation, conflict of interest or the matter raising a critical issue of public trust and confidence for determining cases that warrant independent investigation; and

5. the oversight office shall not participate in ongoing criminal investigations but would be allowed to conduct independent investigations after the criminal investigation is complete.

B. Within thirty days of the adoption of this labor policy*, the bargaining agent shall transmit to the clerk of the council, for further dissemination to members of the labor policy committee, a written report describing the bargaining agent's efforts to effectuate this policy and the outcome of such efforts. (LP 2020-002 (part); LP 2017-001 (part), LP 2013-033 (part), 2013; LP 2010-031, § I.17, 2010).

***Reviser's note: LP 2020-002 was adopted July 7, 2020.**

DISPOSITION OF FORMER LABOR POLICIES

This compilation contains disposition of county labor policies adopted or amended from July 2010 to the present. Prior versions of labor policies can be found at <http://mkcclegisearch.kingcounty.gov/custom/king/legislation.htm> by searching for the type "Labor Policy."

This table contains a numerical list of former labor policies that no longer appear in the compilation because of rescission, expiration or recompilation of the policies. Each entry gives the affected labor policy number, its compiled number, its caption and the labor policy's disposition. The text of the labor policy can be found by searching the website cited in the first paragraph.

LAB CHAPTER 7 SHERIFF'S OFFICE

LAB 7-020 - Sheriff's Office Implementation of Report Recommendations. Deleted by LP 2017-001.

LAB 7-030 - Legislative Branch Employees and Officials. Deleted by LP 2017-001.