



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Labor Policy LP2020-004

Proposed No. LP2020-004.2

Sponsors Dembowski, Kohl-Welles and
McDermott

1 Implementation of the labor polices workgroup and
2 amending county labor policies.

3 STATEMENT OF FACTS: (if needed)

4 1. The county's workforce is its greatest asset; it takes highly trained and
5 dedicated people to deliver King County's vital public services.

6 2. Strong labor relations allow the county to reliably provide a very high
7 level of service to the public.

8 3. The county as the employer and organized labor as representatives of
9 employees have worked together cooperatively for many years with a
10 shared mission to serve the residents of King County with essential public
11 services and to improve the quality of life for our residents.

12 4. At the county's annual labor summit on June 26, 2019, the Council
13 passed Motion 15428. This Motion created the Labor Policies Workgroup,
14 which was tasked with recommending updates and changes to the county's
15 labor policies.

16 4. This workgroup was comprised of representatives of Labor, the
17 Council and the Executive, met numerous times in 2019 and 2020 and
18 developed recommendations to update the county's Labor Policies.

19 FOR THE FOREGOING REASONS THE FOLLOWING NEW LABOR

20 POLICES ARE ADOPTED AND EXISTING LABOR POLICIES ARE AMENDED TO
21 READ AS FOLLOWS:

22 SECTION 1. NEW POLICY. There is hereby added to the labor policies a new
23 section LAB 1-001 to read as follows:

24 **Guiding Principles:** The guiding principles underlying King County's
25 relationship with its employees shall be based upon the Reverend Dr. Martin Luther
26 King, Jr.'s assertion, in his speech to striking Memphis sanitation workers on March 18,
27 1968, that "All labor has dignity" and "**that whenever you are engaged in work that
28 serves humanity and is for the building of humanity, it has dignity, and it has
29 worth.**" **King County's Labor Policies and contracts will reflect the values of dignity
30 and worth as guiding principles.**

31 SECTION 2. NEW POLICY. There is hereby added to the Labor Policies a
32 new section LAB 1-002 to read as follows:

33 **Purpose:** Labor policies establish the policies for matters related to the
34 compensation and working conditions of King County employees. Nothing in the
35 policies changes the legally mandated bargaining obligations of the county and organized
36 labor with respect to the subjects contained in the policies. Further, existing collective
37 bargaining agreements between the parties supersede any changes in labor policies made
38 after the effective date of the agreements.

39 SECTION 3. NEW POLICY. There is hereby **added to the Labor Policies a**
40 **new section LAB 1-003** to read as follows:

41 **Model Employer:** King County is committed to being an employer of choice.
42 The county aims to provide a competitive total compensation package, including high-

43 value and holistic benefits that support and meet the needs of a diverse workforce, and
44 ensure a supportive working environment and access to growth and development
45 opportunities.

46 SECTION 4. NEW POLICY. There is hereby **added to the Labor Policies a**
47 **new section LAB 1-004** to read as follows:

48 **Union and Guild Organizing:** The county recognizes and supports a union or
49 guild's right to represent and organize employees. As a matter of practice and principle,
50 the county shall expeditiously respond to representation inquiries. For purposes of labor
51 policies, the term “organized labor” shall mean the employees of King County who are
52 represented by labor unions and guilds as well as the representatives of those employees.

53 SECTION 5. NEW POLICY. There is hereby **added to the Labor Policies a**
54 **new section LAB -1-005** to read as follows:

55 **Safety:** King County is committed to promoting a respectful, safe and healthy
56 workplace for its employees, and shall comply with all applicable health and safety
57 regulations. In addition to being subject to the standards developed under the law, the
58 county shall work to assist and encourage individual departments, divisions, offices and
59 other agencies in their efforts to provide respectful, safe and healthy working conditions
60 and work to standardize procedures, processes and communications regarding safety
61 issues.

62 SECTION 6. Lab 1-020 is hereby amended to read as follows: (~~**Diversity in the**~~
63 ~~**County's work force:** It shall be the policy of King County to acknowledge the worth of~~
64 ~~**cultural and ethnic diversity in building and maintaining an effective work force.**) Equity~~
65 **and Social Justice:** King County values diversity, equity, well-being and belonging in our

66 workplace and workforce. King County further acknowledges that the community is best
67 served by a culturally, ethnically and racially diverse workforce that brings varied
68 perspectives, beliefs and values to public service. For these reasons, the county shall
69 pursue labor agreements that support the hiring and retention of such a diverse workforce,
70 including, taking into account how employment decisions may impact the county's equity
71 and social justice goals.

72 SECTION 7. LP 2010-031, Section I.14, and LAB 1-030 are hereby amended
73 to read as follows:

74 **Project Labor Agreements**~~((The county shall explore the use of a project labor~~
75 ~~agreement (PLA) for county projects when appropriate. PLAs may be considered for~~
76 ~~projects that have a complex scope, a multi-year schedule, a budget of significant size,~~
77 ~~and/or a clear public benefit. When a PLA is implemented, the general contractor and~~
78 ~~relevant trade unions shall execute the PLA in a form acceptable to the county.)) **and**
79 **Community Workforce Agreements:** The county supports project labor agreements
80 ("PLAs"), which are intended to ensure the peaceful settlement of labor disputes and
81 grievances so that large-scale public works projects are completed without delays due to
82 strikes or lockouts. A PLA that includes the additional provision for "priority hiring" is
83 known as a community workforce agreement ("CWA"). The Priority Hire program
84 provides local construction workers living in economically disadvantaged areas of the
85 county with access to participate in King County construction projects. The county
86 intends to use CWAs in county-funded public works projects meeting certain criteria
87 established by the executive, including, but not limited to, having construction costs
88 estimated at or above a specific threshold. For large-scale federally funded projects, the~~

89 county intends to use either a CWA or a PLA depending on what is allowed by the
90 respective federal agencies.

91 SECTION 8. LP 2010-031, Section I.15, and LAB 1-040 are hereby amended
92 to read as follows:

93 **Employee Performance ((Evaluations)) and Accountability:** It shall be the
94 policy of King County ((that)) to promote ongoing employee development and
95 accountability through effective communication of job requirements and workplace
96 expectations, coaching and employee feedback. This includes employee performance
97 evaluations that shall be conducted at least annually as part of a systematic and equitable
98 employee performance management system. These evaluations shall be maintained in
99 employee personnel files. Employee performance evaluations shall be an element in a
100 comprehensive employee performance management system ((that shall include employee
101 development and)). Subject to the collective bargaining process, performance
102 evaluations can be considered in determining incentive compensation, promotions and
103 demotions ((if agreed to by the union through the collective bargaining process)).

104 SECTION 9. LP 2010-031, Section I.16, and LAB 1-050 are hereby amended
105 to read as follows:

106 **((Continuous Improvement)) Best-Run Government:** It shall be the policy of
107 King County to promote a culture of continuous improvement, innovation and fiscal
108 responsibility. Our interest is to partner with the county's workforce to identify
109 opportunities to improve ((productivity and identify)) the way ((to contain the)) the
110 county does business, including building capacity and addressing cost growth ((of future
111 costs. We will seek employee collaboration on cost reduction, service improvement and

112 ~~problem-solving~~)).

113 NEW SECTION. SECTION 10. There is hereby **added to the Labor Policies a**
114 **new section LAB 1-060** to read as follows:

115 **Standardization and Impacts to Business Systems:** To further the county's
116 values of equity and fiscal responsibility, it shall be the policy of King County to
117 standardize personnel rules, policies and practices across the county to the extent
118 possible. The county will partner with employees and their bargaining representative to
119 identify opportunities for standardization.

120 SECTION 12. LP 2010-031, Section I.2, and LAB 3-010 are hereby amended
121 to read as follows:

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

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

134 The term "resource" will be construed broadly to include not only direct financial

135 expenditures, including but not limited to compensation demand of the grievant, costs
136 associated with arbitration, including the arbiter, consultants and arbitration witnesses,
137 and the total cost-estimate for all county employee staff hours expended during, the
138 grievance process, including but not limited to those of the office of labor relations, the
139 prosecuting attorney's office and the affected department, but also the potential future
140 cost to the county of establishing a precedent that encourages future grievances on the
141 same or related topics.

142 The parties shall assess the efficacy of the pilot after two years based on whether
143 the additional work of doing an assessment added value to the grievance settlement process
144 from the perspective of organized labor and management. If all parties (that is, the
145 executive, council and organized labor) agree that the pilot added value, the parties shall
146 consider making it permanent.

147 SECTION 13. LP 2010-031, Section I.6, as amended, and LAB 3-020 are
148 hereby amended to read as follows:

149 **Binding Interest Arbitration:** It shall be the policy of King County that binding
150 interest arbitration only be extended to those represented groups of county employees
151 who are eligible for interest arbitration under state law(~~(, except as otherwise provided in~~
152 ~~county labor policy.~~

153 ~~On a trial basis and subject to the following conditions, the county council~~
154 ~~supports allowing the county's bargaining agents to negotiate binding interest arbitration~~
155 ~~for court protection officers (operationally referred to as "King County Sheriff~~
156 ~~Marshals"). It is understood that such a concession by the county would be made in~~
157 ~~exchange for a corresponding concession or concessions by the court protection officers~~

158 ~~in collective bargaining. Any interest arbitration provision in a collective bargaining~~
159 ~~agreement with court protection officers should, by its explicit terms, provide that neither~~
160 ~~the issue of whether to include an interest arbitration provision in a subsequent collective~~
161 ~~bargaining agreement nor the terms of any such provision are subject to interest~~
162 ~~arbitration. The county's bargaining agents may, in their discretion, negotiate the~~
163 ~~inclusion in any interest arbitration provision of terms such as: (1) whether interest~~
164 ~~arbitration must be preceded by mediation; (2) the process for selecting an arbitrator; (3)~~
165 ~~the scope of the issues to be arbitrated; (4) the form of interest arbitration (for example,~~
166 ~~conventional vs. "final offer"); (5) the criteria to be used by the arbitrator in reaching a~~
167 ~~decision, such as the designation of comparable jurisdictions; and (6) the procedures to be~~
168 ~~followed in arbitration. This paragraph is effective only until one interest arbitration with~~
169 ~~court protection officers has been conducted, whereupon the council shall review the~~
170 ~~facts and circumstances of the arbitration. The county's bargaining agents should attempt~~
171 ~~to negotiate a requirement that the arbitrator consider the county's obligation to protect~~
172 ~~and advance the interests and welfare of county residents and the financial ability of the~~
173 ~~county to do so)).~~

174 SECTION 14. LP 2010-031, Section I.12, and LAB 4-010 are hereby amended
175 to read as follows:

176 **Timeliness of Organized Labor Contract Negotiations:** It shall be the goal of
177 King County to complete negotiations with its collective bargaining units prior to the
178 expiration of any agreement (~~(in effect subject to the concurrence of the Union as party to~~
179 ~~the agreement and individual circumstances pertaining to any given contract)),~~
180 recognizing that the implementation of changes to benefits and/or wages requires

181 significant lead time, and in an effort to avoid retroactive payments, and the associated
182 costs and administrative burden. In order to implement this policy, and if both parties
183 agree, the Executive shall work with the county's collective bargaining units to make
184 whatever scheduling adjustments may be necessary to allow sufficient time for
185 negotiations to commence, be concluded and for mutual approval to be secured.

186 SECTION 15. LP 2010-031, Section I.2, and LAB 3-010 are hereby amended
187 to read as follows:

188 **Compensation:**

189 A. Changes in wages shall be fiscally responsible, fair, and reasonable with
190 respect to total compensation.

191 B. When determining whether a change in wages is warranted, and when
192 negotiating the amount of any such change, the executive shall consider the following
193 factors:

194 i. impacts to services based on revenue and cost forecast((~~s~~)) for the county,

195 iii. comparable market compensation, ((~~and~~))

196 iv. the status of county reserves,

197 v. the wage gap between similarly employed employees, taking into account

198 disparities that exist for classifications disproportionately held by employees of

199 underrepresented and underserved races, genders or other protected classes consistent

200 with the law, and

201 vi. external wage disparities that exist for occupations in the local market

202 historically held by underrepresented and underserved communities.

203 C. If a cost of living adjustment is determined to be warranted, it shall be linked

204 to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated
205 average of the 12 monthly percentage changes of the All-Cities CPI-W between July of
206 the previous year and June of the current year.

207 D. The executive shall bargain in good faith with the goal of including provisions
208 in collective bargaining agreements that allow bargaining to be reopened on total
209 compensation and other contract terms when significant shifts in economic and fiscal
210 conditions occur during the term of the proposed agreement, as defined by mutually-
211 agreed upon objective measures, such as a swing in the King County unemployment rate
212 of more than 2 percentage points compared with the previous year or a deviation of more
213 than 7 percent, net of inflation from the previous year in actual sales tax revenues
214 collected.

215 SECTION 16. LP 2010-031, Section I.18, as amended, and LAB 5-020 are
216 hereby amended to read as follows:

217 **Overtime:** Subject to the county's collective bargaining obligations and
218 applicable law, the county executive shall pursue as a goal in collective bargaining an
219 agreement that is supportive of the following:

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

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

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

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

232 E. Vacations, compensatory time off and other forms of scheduled leave should

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233 be coordinated to minimize the use of overtime to cover for employees who are on leave.

234 F. Administering overtime pay in accordance with the Fair Labor Standards Act.

235

Labor Policy LP2020-004 was introduced on 10/13/2020 and passed by the Metropolitan King County Council on 12/8/2020, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Claudia Balducci, Chair

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