

# LABOR POLICIES OF THE METROPOLITAN KING COUNTY COUNCIL

(Covering Public Labor Policies through LP2013-36)

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## **LAB CHAPTER 1 GENERAL**

- LAB 1-010 Contract Consolidation
- LAB 1-020 Diversity in the County's work force
- LAB 1-030 Project Labor Agreements
- LAB 1-040 Performance Evaluations
- LAB 1-050 Continuous Improvement

**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. Diversity in the County's work force:** It shall be the policy of King County to acknowledge the worth of cultural and ethnic diversity in building and maintaining an effective work force. (LP 2010-031, § I.9, 2010).

**LAB 1-030. Project Labor Agreements.** The county shall explore the use of a project labor agreement (PLA) for county projects when appropriate. PLAs may be considered for projects that have a complex scope, a multi-year schedule, a budget of significant size, and/or a clear public benefit. When a PLA is implemented, the general contractor and relevant trade unions shall execute the PLA in a form acceptable to the county. (LP 2010-031, § I.14, 2010).

**LAB 1-040. Performance Evaluations:** It shall be the policy of King County that 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 that shall include employee development and can be considered in determining incentive compensation, promotions and demotions if agreed to by the union through the collective bargaining process. (LP 2010-031, § I.15, 2010).

**LAB 1-050. Continuous Improvement:** It shall be the policy of King County to promote a culture of continuous improvement. Our interest is to partner with the county's workforce to improve productivity and identify way to contain the growth of future costs. We will seek employee collaboration on cost reduction, service improvement and problem solving. (LP 2010-031, § I.16, 2010).

## **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
- LAB 3-020    Binding interest Arbitration
- LAB 3-030    Interest-based bargaining

**LAB 3-010. Mediation:** The County encourages, but does not mandate, alternative dispute resolution, such as voluntary mediation, as preferable to an adversarial process or litigation for resolving conflicts and grievance. (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, except as otherwise provided in county labor policy.

On a trial basis and subject to the following conditions, the county council supports allowing the county's bargaining agents to negotiate binding interest arbitration for court protection officers (operationally referred to as "King County Sheriff Marshals"). It is understood that such a concession by the county would be

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

party to the agreement and individual circumstances pertaining to any given contract. 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 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. 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. (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. (:P 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. It shall be a labor policy of King County that the sheriff and the executive, to the extent that bargaining is legally required, shall engage in good faith bargaining with labor organizations that represent sheriff's office employees to establish or enhance an office of civilian oversight of law enforcement with the authority to:

1. identify systemic problems and opportunities for improvement, and offer recommendations to address those problems and make improvements;
2. review and assess internal investigations of complaints, misconduct, uses of force, and critical incidents and other matters as more fully described in the OLEO

operational plan that is Attachment A to this labor policy to ensure the thoroughness, objectivity, and adequacy of those investigations and any resultant discipline;

3. audit internal investigation operations and any other operations, policies and practices of the King County Sheriff's Office necessary to carry out the goals and purposes of OLEO set forth herein or in the OLEO operational plan that is Attachment A to this labor policy;

4. have unimpeded and timely access to case information, investigations, scenes of critical incidents, and other meetings and operations as necessary to carry out the OLEO operational plan that is Attachment A\* to this labor policy [Labor Policy LP 2013-033]; and

5. conduct community outreach related to complaint and investigations processes and public perceptions of the King County Sheriff's Office to increase understanding, confidence, and trust between the King County Sheriff's Office and the public.

B. It shall be a goal of the county to negotiate collective bargaining agreements and related agreements in good faith that are consistent with, and do not undermine, the goals set forth in this policy and the OLEO operational plan that is Attachment A\* to this labor policy [Labor Policy LP 2013-033]. (LP 2013-033 (part), 2013; LP 2010-031, § I.17, 2010).

**\*Available in the office of the clerk of the council.**

#### **LAB 7-020. Sheriff's Office Implementation of Report Recommendations.**

It is the policy of King County that the county's bargaining agents shall make every effort to negotiate labor agreements that are consistent with the implementation of (1) the July 24, 2012, report of the King County Auditor concerning the King County Sheriff's Office (Report No. 2012-01, entitled "Performance Audit of King County Sheriff's Office and Office of Law Enforcement Oversight") and (2) the August 17, 2012, report of the Office of Law Enforcement Oversight prepared by the Police Assessment Resource Center (entitled "Managing the Risk of Misconduct for the King County Sheriff's Office") as embodied in the adopted implementation action plan of Motion 13734. (LP 2010-035 (part), 2012).

**LAB 7-030. Legislative Branch Employees and Officials.** Under the King County charter, the county council has sole responsibility for the hiring, firing and supervision of legislative branch employees and officials. It is the labor policy of King County that the King County Office of Law Enforcement Oversight is and should remain in the legislative branch. It is the labor policy of King county that the county's bargaining agent should bargain all labor agreements to be in compliance with this and all other provisions of the county charter. (LP 2013-033 (part), 2013).:

## 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.

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