**ATTACHMENT 3: OFFICE OF LABOR RELATIONS COMPARISON OF COALITION LABOR AGREEMENT TO LABOR POLICY 2020-004 PROVISIONS**

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|  | **Labor Policy Provision in LP 2020-004** | **OLR Comments on Consistency with Labor Policy Provisions** |
| LAB 1-001  (new policy) | **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.** | **"Central to demonstrating the worth and dignity of labor is honoring the role of employees’ selected union as their agent, and further, bargaining with their union over wages, hours and working conditions. The CLA is the successful output of the partnership between King County and employees and their unions. The CLA, with its focus on standardization and equity, support for growth and development, and sustainable and competitive total compensation, reflects the values of dignity and worth."** |
| LAB 1-002  (new policy) | **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. | "The CLA complies with LAB 1-002." |
| LAB 1-003  (new policy) | **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. | "The CLA advances the LAB 1-003 policy by supporting career development, employee/union engagement, recognition for County employees, and awarding an equity focused sliding scale bonus. The agreement also renews and expands a commitment to a scholarship fund that supports the career development of County employees and commits the parties to jointly evaluate the feasibility of establishing a Joint Childcare Trust." |
| LAB 1-004  (new policy) | **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. | "The CLA indirectly supports LAB 1-004 as demonstrated by the newly organized units who will now be covered by the CLA and its Appendices. Over the course of the contract bargaining period, the County has expeditiously responded to representation inquiries, resulting in newly organized units, or groups of employees being added to existing units. These newly formed units include Teamsters 117 Contract Specialists, PROTEC17 Bus Assembly Inspectors, and PROTEC17 DCHS PPMs. They have been offered, and have agreed to, terms and conditions of the CLA, similar to those that their bargaining unit peers receive in their Appendices." |
| LAB 1-005  (new policy) | **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. | "The CLA’s Appendices cover unique conditions relating to various operational conditions, and working conditions, of respective work groups across the County. The County’s focus on equity and standardization across different agencies and work groups resulted in more Appendices that adopt equitable health and safety policies and provisions across the County. Furthermore, individual bargaining units who raised concerns over unique conditions around extreme weather, staffing shortages, work environments, or contagious disease achieved solutions and mitigations in their respective Appendices." |
| 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. | "The CLA awards the County’s first-ever equity based sliding scale bonus. Additionally, small table economic bargaining focused on raising wages for the county’s lower paid workers, including those held by underrepresented groups. Beyond wages, the CLA adopts a superseding provision that commits the County and the Coalition to work together to dismantle legacy layoff and bumping rules biased against people of color. The CLA also replaces various Equal Employment Opportunity provisions in appendices with a standardized Article that applies to all Coalition employees. This new standardized Article commits both parties equally to uphold the County’s antidiscrimination protections, as provided in the King County Charter." |
| 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. | N/A |
| 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 that 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. | "The CLA and its established provisions support the county’s policy to conduct regular and equitable performance evaluations. The CLA adds a provision regarding letters of expectations and memoranda of counseling, with the aim to promote ongoing employee development and accountability. The new provision ensures that supervisors store files and communications in an equitable manner across the agency."  "As a result of the bargaining process, the CLA prohibits performance evaluations from consideration in determining step progression increases, however this does not impact the award of “above top step” incentive/merit increases." |
| 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. | "The CLA is predictable and sustainable over time. It contributes to securing administrative efficiencies and productivity gains by standardizing practices and CBA provisions, which will result in a more efficient use of County resources. Standardizations achieved will save time and thus save costs in the administration of employee benefits and employment-related processes throughout the County. Each and every common provision or “standard” negotiated into the CLA creates efficiencies in Human Resources functions, information technology systems, and/or Labor Relations functions, These efficiencies are specifically captured in the CLA in several ways. While the actual fiscal effect is unquantifiable and not included in the fiscal note, the CLA would reduce the likelihood of grievances, errors, overpayments, and underpayments, as CLA superseding provisions can be administered consistently countywide. Additionally, the Office of Labor Relations (OLR) training and advising on contract administration would also be more consistent, reducing errors in administration." |
| LAB 1-060  (new policy) | **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. | "The CLA achieves additional standardization to personnel rules, policies, and practices in that it adopts ten additional articles into the superseding portion of the Agreement, which override individual bargaining unit’s unique terms and conditions. These CLA standardizations are in the areas of Leave for Examinations, Organ Donor Leave, Union Membership, Layoff Task Force, Equal Employment Opportunity, Telecommuting, Sick Leave, Vacation Leave, Working Out of Class, and Transportation Benefits."  "Further, efforts were made, and achieved, to create more standardization in Appendix provisions in areas such as overtime, compensatory time, pay placement upon hire, demotion, and transfer, and pay progression, bringing these provisions in alignment with the County’s personnel rules/practices." |
| 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. | "The grievance mediation provision is modified in the CLA so that *'Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If mediation is requested, an impartial mediator will be selected by mutual agreement. The parties will preferably mediate the dispute using the King County Office of Alternative Dispute Resolution.'*" |
| 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.[[1]](#footnote-1) | N/A |
| LAB 4-010 | **Timeliness of Organized 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. | "In order to bargain a successor agreement to the previous agreement that was to expire on 12/31/20, the County began contract negotiation preparations in the summer of 2019, and invited the Coalition to begin bargaining discussions in late 2019. Despite these early efforts, the coalition wasn’t ready to begin bargaining until March 2020."  "The first sessions were scheduled for March 2020 when the pandemic hit King County, causing the parties to cancel bargaining sessions and move early discussions virtual. A few months into the pandemic, the county was in a steep recession. The uncertainty of the times and economic conditions led to exploration of a contract rollover (no changes in working conditions in exchange for no economic increases). However, the Coalition was unwilling to rollover the contract unless they received a commitment to receive similar sizable increases that ATU received just before the pandemic. As this was not a viable option, the parties agreed to move into full blown contract negotiations, with initial Zoom bargaining sessions beginning in July 2020."  "While the parties shared a mutual desire to allow ample time for bargaining to begin in early 2020, and conclude prior to the 12/31/20 expiration date, the impacts of the pandemic followed by unprecedented economic fluctuations and uncertainty, the parties were not able to reach full tentative agreement on the CLA and its Appendices until July 2022." |
| LAB 3-010 | **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((~~s~~)) for the county,  iii. comparable market compensation, ((~~and~~))  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. | "The CLA was bargained consistent with principles outlined in LAB 3-010. The CLA and its individual appendices provide for compensation for the county’s workforce that is fair, competitive and sustainable – relative to both the external and internal market."  "The general wage increases, sliding scale bonus, and individual classification wage increases reflect thoughtful vetting and analysis, including consideration of LAB 3-010, such as market comparable wages, internal County comparable wages, and the impact to services based on revenue and costs of this agreement. In the forefront of bargaining discussions, consideration was made to disparities that exist for internal and external classifications and occupations disproportionately held by employees of underrepresented and underserved races, genders or other protected classes."  "The County bargained in good faith toward an economic conditions reopener during the term of this agreement to address significant shifts in economic and fiscal conditions occur during the term of the agreement. However, the parties were unable to reach and agreement on such a provision." |
| 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. | "The CLA Appendices cover overtime rules and standards and are consistent with LAB 5-020. Changes made in CLA Appendices for this term of the agreement better define how overtime will be administered consistent with the contractual overtime rate and rules, or the FLSA, whichever is greater." |

1. LP 2020-004 removed provisions related to court protection officers in LAB 3-020. [↑](#footnote-ref-1)