
SENATE BILL 5055

State of Washington

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By Senators Nguyen and Saldaña

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1 AN ACT Relating to law enforcement personnel collective
2 bargaining; amending RCW 41.56.122, 41.56.125, 41.56.100, 41.56.905,
3 36.65.050, and 41.80.020; and adding a new section to chapter 41.58
4 RCW.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** A new section is added to chapter 41.58
7 RCW to read as follows:

8 (1) For the purposes of this section, the definitions in this
9 subsection have the meanings given them.

10 (a) "Employer" means a political subdivision or law enforcement
11 agency employing law enforcement personnel.

12 (b) "Law enforcement personnel" means any public employee or
13 volunteer having as a primary function the enforcement of criminal
14 laws in general or any employee or volunteer of, or any individual
15 commissioned by, any municipality, county, state, or combination
16 thereof, agency having as its primary function the enforcement of
17 criminal laws in general as distinguished from an agency possessing
18 peace officer powers, the primary function of which is the
19 implementation of specialized subject matter areas. For the purposes
20 of this subsection (1)(b), "primary function" means that function to
21 which the greater allocation of resources is made.

1 (c) "Grievance" means a dispute or disagreement regarding any
2 disciplinary action, discharge, or termination decision arising under
3 a collective bargaining agreement covering law enforcement personnel.

4 (d) "Grievance arbitration" means binding arbitration of a
5 grievance under the grievance procedures established in a collective
6 bargaining agreement covering law enforcement personnel.

7 (2)(a) The arbitrator selection procedure established under this
8 section applies to all grievance arbitrations for disciplinary
9 actions, discharges, or terminations of law enforcement personnel
10 which are heard on or after January 1, 2022.

11 (b)(i) The grievance procedures for all collective bargaining
12 agreements covering law enforcement personnel negotiated or renewed
13 on or after January 1, 2022, must include the arbitrator selection
14 procedure established in this section.

15 (ii) Grievance procedures in collective bargaining agreements
16 covering law enforcement personnel negotiated or renewed prior to
17 January 1, 2022, that do not contain the arbitrator selection
18 procedures established in this section expire upon the expiration
19 date of the collective bargaining agreement and may not be extended
20 or rolled over beyond the expiration date of the collective
21 bargaining agreement.

22 (c) This section does not require any party to a collective
23 bargaining agreement in existence on the effective date of this
24 section to reopen negotiations of the agreement or to apply any of
25 the rights and responsibilities under this act unless and until the
26 existing agreement is reopened or renegotiated by the parties or
27 expires.

28 (3) All fees charged by arbitrators under this section must be in
29 accordance with a schedule of fees established by the commission on
30 an annual basis.

31 (4) The commission must appoint a roster of nine persons suited
32 and qualified by training and experience to act as arbitrators for
33 law enforcement personnel grievance arbitrations under this section.

34 (a) The commission may only consider appointing persons who
35 possess:

36 (i) A minimum of six years' experience as a full-time labor
37 relations advocate and who has been the principal representative of
38 either labor or management in at least six arbitration proceedings;

39 (ii) A minimum of six years' experience as a full-time labor
40 mediator with substantial mediation experience;

1 (iii) A minimum of six years' experience as an arbitrator and who
2 has decided at least six cases involving collective bargaining
3 disputes; or

4 (iv) A minimum of six years' experience as a practitioner or
5 full-time instructor of labor law or industrial relations, including
6 substantial content in the area of collective bargaining, labor
7 agreements, and contract administration.

8 (b) In making these appointments, and as applicable, the
9 commission must consider these factors:

10 (i) A candidate's familiarity, experience, and technical and
11 theoretical understanding of and experience with labor law, the
12 grievance process, the field of labor arbitration, and the law
13 enforcement profession;

14 (ii) A candidate's ability and willingness to travel through the
15 state, conduct hearings in a fair and impartial manner, analyze and
16 evaluate testimony and exhibits, write clear and concise awards in a
17 timely manner, and be available for hearings within a reasonable time
18 after the request of the parties; and

19 (iii) A candidate's experience and training in cultural
20 competency, racism, implicit bias, and recognizing and valuing
21 community diversity and cultural differences.

22 (5) The appointments are effective immediately upon selection by
23 the commission.

24 (6) Initial appointments to the roster of arbitrators must be
25 made as follows:

26 (a) Three appointments to expire on the first Monday in January
27 2024;

28 (b) Three appointments to expire on the first Monday in January
29 2025; and

30 (c) Three appointments to expire on the first Monday in January
31 2026.

32 (7) Subsequent appointments to the roster of arbitrators must be
33 for three-year terms to expire on the first Monday in January, with
34 the terms of no more than three arbitrators to expire in the same
35 year.

36 (8) Nothing in this section prevents roster arbitrators from
37 issuing decisions, or retaining jurisdiction to address issues
38 relating to remedy, after the expiration of their term, if the
39 arbitration hearing occurred during the term of their appointment.

1 (9) An arbitrator may be reappointed to the roster upon
2 expiration of the arbitrator's term. If the arbitrator is not
3 reappointed, the arbitrator may continue to serve until a successor
4 is appointed, but in no case later than July 1st of the year in which
5 the arbitrator's term expires.

6 (10) The commission may remove an arbitrator from the roster
7 through a majority vote. A vacancy on the roster caused by a removal,
8 a resignation, or another reason must be filled by the commission as
9 necessary to fill the remainder of the arbitrator's term. A vacancy
10 on the roster occurring with less than six months remaining in the
11 arbitrator's term must be filled for the existing term and the
12 following three-year term.

13 (11) A person appointed to the arbitrator roster under this
14 section must complete training as required by the commission during
15 the person's appointment. The commission may adopt rules establishing
16 training requirements consistent with this section. The commission
17 may also establish fees in order to cover the costs of developing and
18 providing the training. At a minimum, an initial training must
19 include:

20 (a) At least six hours on the topics of cultural competency,
21 racism, implicit bias, and recognizing and valuing community
22 diversity and cultural differences; and

23 (b) At least six hours on topics related to the daily experience
24 of law enforcement personnel, which may include ride-alongs with on-
25 duty officers or other activities that provide exposure to the
26 environments, choices, and judgments required of officers in the
27 field.

28 (12) An arbitrator appointed to the roster of arbitrators must
29 complete the required initial training within six months of the
30 arbitrator's appointment.

31 (13)(a) The executive director must assign an arbitrator or panel
32 of arbitrators from the roster to each law enforcement personnel
33 grievance arbitration under this section on rotation through the
34 roster alphabetically ordered by last name.

35 (b) If an arbitrator has a conflict of interest that may
36 reasonably be expected to materially impact the arbitrator's
37 impartiality, the arbitrator must disclose such conflict to the
38 executive director. The executive director may determine whether the
39 conflict merits assigning the next arbitrator on the roster. Either
40 party may petition the executive director to have an assigned

1 arbitrator removed due to a conflict of interest that may reasonably
2 be expected to materially impact the arbitrator's impartiality. If
3 their petition is granted by the executive director, the executive
4 director must assign the next arbitrator or panel of arbitrators on
5 the roster.

6 (c) The arbitrator or panel of arbitrators shall decide the
7 grievance, and the decision is binding subject to the provisions of
8 chapter 7.04A RCW.

9 (d) The parties may not participate in, negotiate for, or agree
10 to the selection of an arbitrator or arbitration panel under this
11 section. Employers and law enforcement personnel, through their
12 certified exclusive bargaining representatives, do not have the right
13 to negotiate for or agree to a collective bargaining agreement or a
14 grievance arbitration selection procedure that is inconsistent with
15 this section.

16 (14) The commission must post law enforcement grievance
17 arbitration decisions made under this section on its website within
18 30 days of the date the grievance arbitration decision is made.

19 (15) The arbitrator selection procedure for law enforcement
20 grievance arbitrations established under this section supersedes any
21 inconsistent provisions in any other chapter governing employee
22 relations and collective bargaining for law enforcement personnel.

23 **Sec. 2.** RCW 41.56.122 and 2019 c 230 s 11 are each amended to
24 read as follows:

25 ((A)) Subject to section 1 of this act, a collective bargaining
26 agreement may provide for binding arbitration of a labor dispute
27 arising from the application or the interpretation of the matters
28 contained in a collective bargaining agreement.

29 **Sec. 3.** RCW 41.56.125 and 1975 1st ex.s. 296 s 23 are each
30 amended to read as follows:

31 ((~~F~~)) Except for law enforcement personnel grievance
32 arbitrations subject to section 1 of this act, in addition to any
33 other method for selecting arbitrators, the parties may request the
34 public employment relations commission to, and the commission shall,
35 appoint a qualified person who may be an employee of the commission
36 to act as an arbitrator to assist in the resolution of a labor
37 dispute between such public employer and such bargaining
38 representative arising from the application of the matters contained

1 in a collective bargaining agreement. The arbitrator shall conduct
2 such arbitration of such dispute in a manner as provided for in the
3 collective bargaining agreement: PROVIDED, That the commission shall
4 not collect any fees or charges from such public employer or such
5 bargaining representative for services performed by the commission
6 under the provisions of this chapter: PROVIDED FURTHER, That the
7 provisions of chapter 49.08 RCW shall have no application to this
8 chapter.

9 **Sec. 4.** RCW 41.56.100 and 2010 c 235 s 801 are each amended to
10 read as follows:

11 (1) A public employer shall have the authority to engage in
12 collective bargaining with the exclusive bargaining representative
13 and no public employer shall refuse to engage in collective
14 bargaining with the exclusive bargaining representative. However, a
15 public employer is not required to bargain collectively with any
16 bargaining representative concerning any matter which by ordinance,
17 resolution, or charter of said public employer has been delegated to
18 any civil service commission or personnel board similar in scope,
19 structure, and authority to the board created by chapter 41.06 RCW.

20 (2) Upon the failure of the public employer and the exclusive
21 bargaining representative to conclude a collective bargaining
22 agreement, any matter in dispute may be submitted by either party to
23 the commission. This subsection does not apply to negotiations and
24 mediations conducted between a school district employer and an
25 exclusive bargaining representative under RCW 28A.657.050.

26 (3) If a public employer implements its last and best offer where
27 there is no contract settlement, allegations that either party is
28 violating the terms of the implemented offer shall be subject to
29 grievance arbitration procedures if and as such procedures are set
30 forth in the implemented offer, or, if not in the implemented offer,
31 if and as such procedures are set forth in the parties' last
32 contract.

33 (4) (a) Public employers of law enforcement personnel may not
34 enter into a collective bargaining agreement that prevents the
35 implementation of, alters, or suppresses a city or county ordinance
36 or charter establishing civilian review of the discipline of law
37 enforcement personnel. Any provision that is contrary to this
38 subsection is void and unenforceable.

1 (b) For the purposes of this subsection, "law enforcement
2 personnel" means any public employee or volunteer having as a primary
3 function the enforcement of criminal laws in general or any employee
4 or volunteer of, or any individual commissioned by, any municipality,
5 county, state, or combination thereof, agency having as its primary
6 function the enforcement of criminal laws in general as distinguished
7 from an agency possessing peace officer powers, the primary function
8 of which is the implementation of specialized subject matter areas.
9 For the purposes of this subsection, "primary function" means that
10 function to which the greater allocation of resources is made.

11 **Sec. 5.** RCW 41.56.905 and 1983 c 287 s 5 are each amended to
12 read as follows:

13 The provisions of this chapter are intended to be additional to
14 other remedies and shall be liberally construed to accomplish their
15 purpose. Except as provided in RCW 53.18.015 and section 1 of this
16 act, if any provision of this chapter conflicts with any other
17 statute, ordinance, rule or regulation of any public employer, the
18 provisions of this chapter shall control.

19 **Sec. 6.** RCW 36.65.050 and 1984 c 91 s 5 are each amended to read
20 as follows:

21 ~~((1))~~ Subject to the requirements of RCW 41.56.100 and section 1
22 of this act, if the city-county government includes a fire protection
23 or law enforcement unit that was, prior to the formation of the city-
24 county, governed by a state statute providing for binding arbitration
25 in collective bargaining, then the entire fire protection or law
26 enforcement unit of the city-county shall be governed by that
27 statute.

28 **Sec. 7.** RCW 41.80.020 and 2015 3rd sp.s. c 1 s 318 are each
29 amended to read as follows:

30 (1) Except as otherwise provided in this chapter, the matters
31 subject to bargaining include wages, hours, and other terms and
32 conditions of employment, and the negotiation of any question arising
33 under a collective bargaining agreement.

34 (2) The employer is not required to bargain over matters
35 pertaining to:

36 (a) Health care benefits or other employee insurance benefits,
37 except as required in subsection (3) of this section;

1 (b) Any retirement system or retirement benefit; or

2 (c) Rules of the director of financial management, the director
3 of enterprise services, or the Washington personnel resources board
4 adopted under RCW 41.06.157.

5 (3) Matters subject to bargaining include the number of names to
6 be certified for vacancies, promotional preferences, and the dollar
7 amount expended on behalf of each employee for health care benefits.
8 However, except as provided otherwise in this subsection for
9 institutions of higher education, negotiations regarding the number
10 of names to be certified for vacancies, promotional preferences, and
11 the dollar amount expended on behalf of each employee for health care
12 benefits shall be conducted between the employer and one coalition of
13 all the exclusive bargaining representatives subject to this chapter.
14 The exclusive bargaining representatives for employees that are
15 subject to chapter 47.64 RCW shall bargain the dollar amount expended
16 on behalf of each employee for health care benefits with the employer
17 as part of the coalition under this subsection. Any such provision
18 agreed to by the employer and the coalition shall be included in all
19 master collective bargaining agreements negotiated by the parties.
20 For institutions of higher education, promotional preferences and the
21 number of names to be certified for vacancies shall be bargained
22 under the provisions of RCW 41.80.010(4). For agreements covering the
23 2013-2015 fiscal biennium, any agreement between the employer and the
24 coalition regarding the dollar amount expended on behalf of each
25 employee for health care benefits is a separate agreement and shall
26 not be included in the master collective bargaining agreements
27 negotiated by the parties.

28 (4) The employer and the exclusive bargaining representative
29 shall not agree to any proposal that would prevent the implementation
30 of approved affirmative action plans or that would be inconsistent
31 with the comparable worth agreement that provided the basis for the
32 salary changes implemented beginning with the 1983-1985 biennium to
33 achieve comparable worth.

34 (5) The employer and the exclusive bargaining representative
35 shall not bargain over matters pertaining to management rights
36 established in RCW 41.80.040.

37 (6) Except as otherwise provided in this chapter, if a conflict
38 exists between an executive order, administrative rule, or agency
39 policy relating to wages, hours, and terms and conditions of
40 employment and a collective bargaining agreement negotiated under

1 this chapter, the collective bargaining agreement shall prevail. A
2 provision of a collective bargaining agreement that conflicts with
3 the terms of a statute is invalid and unenforceable.

4 (7) This section does not prohibit bargaining that affects
5 contracts authorized by RCW 41.06.142.

6 (8) Section 1 of this act applies to uniformed personnel.

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