



King County

Metropolitan King County Council Labor Policy Committee

STAFF REPORT

Agenda Item:	X	Name:	Clifton Curry
Proposed No.:	2020-0105	Date:	March 10, 2020

SUBJECT

Proposed Ordinance 2020-0105 would approve the collective bargaining agreement between King County and the King County Police Officers Guild (King County Sheriff's Office) representing employees in the King County sheriff's office; and establishing the effective date of the agreement.

SUMMARY

Proposed Ordinance 2020-0105 would approve the collective bargaining agreement (CBA) negotiated by and between King County and King County Police Officers Guild representing approximately 700 deputies and sergeants in the King County sheriff's office; where the agreement would be effective from January 1, 2017, through December 31, 2021. The new CBA would continue many of the terms included in the previous CBA¹, which expired on December 31, 2016. However, the new CBA does have significant changes to compensation, benefits, and working conditions, especially those related to the implementation of policies to improve civilian oversight of the sheriff's office.

The new CBA includes general wage increases (GWI) and two other changes to the pay structure. The general wage increases of this agreement are consistent with other recent County settlements agreed to with other labor organizations. However, the GWIs for 2020 and 2021 are higher, in part, having been negotiated in consideration of changes to bargaining unit's the medical plan cost share increases for covered employees. The CBA also includes two add-to-pay provisions (additional pay that an employee receives for performing specialty work on behalf of the sheriff's office) that change employee compensation including an increase to Aircraft Rescue and Fire Fighting Certification Premiums and an increase to Police Training Officer Program.

This contract will also begin a two-year phase in of this bargaining unit's insured benefits plans to align with the Joint Labor Management Insurance Committee plans over the 2020 and 2021 benefits years. The changes include increases in deductible expenses, co-insurance expense, copays, access fees, and drug prescriptions for

¹ Ordinance 18003, adopted April 3, 2015.

represented employees. According to the Executive, these benefit changes will result in cost savings for the county.

The Council has adopted Labor Policy requiring that the Executive and sheriff's office negotiate specific work rules related to ensuring civilian oversight of the sheriff's office through the Office of Law Enforcement Oversight (OLEO).² The new CBA includes provisions that OLEO may be actively involved in all KCSO internal investigations and adopts changes in the CBA that implement most of the elements contained in the Council's Labor Policy. However, the Labor Policy and King County Code³ allow for the Office of Law Enforcement Oversight to issue subpoenas, but the CBA does not allow for subpoenas without changes to the County Charter.

The CBA also contains a variety of changes to other working conditions that bring this agreement into alignment with provisions shared with the Coalition of Unions under the Master Labor Agreement.

The changes in compensation, and other changes required by the CBA, are estimated to cost \$10.1 million through the 2019-20 Biennium and an additional \$2.4 million in the 2021-22 biennium, including retroactive payments to deputies and sergeants of \$7.5 million dating back to January 1, 2017.

BACKGROUND

The King County Sheriff's Office provides a variety of law enforcement services and has the largest county criminal justice budget. The sheriff's office is responsible for certain mandated regional and local law enforcement services. The sheriff's office is the first response "police department" for all of King County's unincorporated areas. In addition, the sheriff's office has several regional responsibilities, including the operation of the county's Automated Fingerprint Identification System (AFIS), E-911 call and dispatch, King County Search and Rescue, and various other regional programs. Furthermore, the sheriff's office also provides services to cities and other governmental agencies under contract. The sheriff's office, through full cost recovery contracts, is the "police department" for 12 King County cities, Metro Transit, King County Airport, and several other agencies (the Muckleshoot Tribe and the King County Housing Authority, for example). Almost half of the sheriff's office operating budget is supported by contract revenues. Consequently, the King County Sheriff's Office is one of the largest law enforcement agencies in the Pacific Northwest, and only the City of Seattle and the Washington State Patrol have more commissioned officers.

The King County Police Officer's Guild is the bargaining unit that represents approximately 700 commissioned deputies and sergeants that provide law enforcement services for the sheriff's office. Unlike many county agencies, where the Executive is the "bargaining agent" for the County responsible for negotiating compensation, benefits, and working conditions with represented employees, the County Charter establishes that the sheriff is the bargaining agent for the County for all matters except compensation and benefits (the Executive is responsible for these negotiations). The

² Metropolitan King County Council Labor Policy LAB 7-010, modified by LP2017-001 adopted April 17, 2017.

³ KCC 2.75.045 Office of law enforcement oversight – authority to obtain information.

Charter does, however, require that “civilian oversight of law enforcement, shall be negotiated by the County Executive in consultation with the County Sheriff.”⁴

Civilian Law Enforcement Oversight On October 9, 2006, the Council approved Ordinance 15611 regarding civilian oversight of the King County sheriff's office. In doing so, the council sought to establish a system of civilian oversight to monitor ongoing investigations of misconduct, help resolve cases, implement methods for increasing the level of public trust and transparency, and identify systemic issues within sheriff's office and offer recommendations for reform.

Shortly after the passage of Ordinance 15611, the King County Police Officers Guild filed an unfair labor practice charge against King County. On November 19, 2007, King County and the Guild finalized an agreement that Ordinance 15611 would be treated as a labor policy and that this policy would be bargained in good faith. The Guild then dismissed its unfair labor practice charge against the County. As a consequence of this agreement, no action was taken to implement the elements of Ordinance 15611.

On December 8, 2008, the Council passed Ordinance 16327 approving a new five-year collective bargaining agreement between King County and the King County Police Officers Guild. The new collective bargaining agreement required King County to repeal most of Ordinance 15611. Nevertheless, on December 8, 2008, the council adopted Motion 12892, which reaffirmed its commitment to establishing a system of civilian oversight as outlined in Ordinance 15611. The Council subsequently adopted Ordinance 16511 in 2009, that established the authorities and responsibilities of the Office of Law Enforcement Oversight in King County Code.⁵

In 2015, the Council approved Ordinance 18087 which sent to the voters⁶ a proposed change to the King County Charter that would also establish the Office of Law Enforcement Oversight as a Charter agency in the Legislative Branch with the multiple oversight authorities that include: investigations, review and analysis of the conduct of County law enforcement officers that have been the subject of a complaint, and the review of the use of force by County law enforcement officers regardless of whether the use of force had been the subject of a complaint. In addition, the Charter gives the authority for the review and analysis of internal investigations conducted by the sheriff's office and any disciplinary actions taken by the sheriff's office based on these complaints. The Charter Amendment also established that the authority of the office should also include: the preparation and publication of findings, conclusions and recommendations related to the office's oversight of the sheriff's office and community outreach concerning the sheriff's office and the Office of Law Enforcement Oversight. To enable the office to exercise its authority effectively, the office was authorized to obtain all relevant information, including the authority to review and copy relevant files, inspect crime scenes, conduct interviews and participate in internal investigations and review hearings.

In April 2017, the County Council adopted a Labor Policy that “the bargaining agent shall bargain in good faith with labor organizations prioritizing the achievement of the law

⁴ King County Charter Section 898, added by voter approval of Ordinance 18087 in the 2015 November Election.

⁵ King County Code Section 2.75.

⁶ Approved by the voters in the 2015 November Election.

enforcement oversight authorities set forth in the King County Charter and Code.” Specifically, the policy identified the following issues related to the Office of Law Enforcement Oversight responsibilities that should be negotiated as part of any new CBA with sheriff’s office employees:

- all aspects of the intake classification process that are components of the office's responsibilities to investigate, review and analyze complaints and concerns;
- the ability to review and make recommendations on the sheriff's office proposed classification of complaints;
- the ability to conduct individual complaint investigations (at the discretion of the office) and that the investigation conclusions should be provided to the sheriff's office prior to the sheriff's office notifying the subject employee of the findings;
- that the office shall have the discretion to identify and conduct systemic reviews and issue non-binding conclusions or recommendations related to any sheriff's office operations, training, policy, rule, procedure or general order;
- that the office receive subpoena powers which are deemed critical to the effectiveness of the investigative authority of the office; and
- timely access to relevant information as directed by the King County Charter that shall only be for authorities expressly identified in K.C.C. 2.75.040 and that all such information shall be maintained in accordance with all applicable laws and bargaining agreements.⁷

The Executive reports that the bargaining of this proposed agreement included the following history:

- September 2016 – Parties began negotiations
- October 2016 – Initial on-record proposals exchanged
- February 2018 – Entered into mediation with the Public Employment Relations Commission
- November 21, 2019 -- Tentative agreement reached
- December 13, 2019 -- Bargaining unit ratified the agreement

ANALYSIS

Many of the terms in the new CBA are a continuation of the provisions included in the previous CBA which had expired on December 31, 2016.⁸ However, the new CBA does have significant changes to compensation, benefits, and working conditions, especially those related to the implementation of policies to improve civilian oversight of the sheriff’s office. The following sections outline the key changes in the new CBA.

Changes in Compensation: The new CBA includes general wage increases (GWI) for the bargaining unit and two other specific changes to the pay structure.

- The general wage increases (GWI) in this CBA for 2017 through 2019 are the same as negotiated with the Coalition of Unions and provided to non-represented

⁷ LAB 7-010, modified by LP2017-001 adopted April 17, 2017.

⁸ Ordinance 18003, adopted April 3, 2015.

employees. However, the GWI for 2020 is 0.25 percent higher than the GWI amount currently agreed to by the Coalition of Unions (the GWI for 2021 will be part of the next round of labor negotiations and has not been set yet). The rate is different, in part, to offset the cost share increases for employee medical plans (see below for a description of the benefit changes). The CBA contains the following GWI increases:

- 2017 2.25 percent
- 2018 3.25 percent
- 2019 4.00 percent
- 2020 3.25 percent
- 2021 3.25 percent

The Executive notes that the GWI increases over the 2016 wage rates will aid the effort of the sheriff's office to compete in the tight market for law enforcement applicants.

- This CBA also includes two “add-to-pay” provisions (additional pay that an employee receives for performing specialty work on behalf of the sheriff's office) that change employee compensation.
 - *Increase to Aircraft Rescue and Fire Fighting Certification Premiums* - The first change would be an increase in the premiums paid to the 17 deputies assigned to the King County International Airport (Boeing Field) who, in addition to their law enforcement duties, are also trained for aircraft rescue and firefighting (this unit is known by the designation Aircraft Rescue and Fire Fighting or “ARFF”). The specialized training requires minimally being ARFF accredited and the assignment had paid an additional three percent premium to employees in the prior CBA. According to the Executive, in order to incentivize officers to accept the assignment, increase job skills and knowledge, and retain trained officers, the parties agreed to a series of incentives that would increase incentives to a maximum of eight percent. Officers will now get two percent for meeting basic ARFF requirements, an additional two percent for completing the Washington State Firefighter Academy, another two percent for completing an emergency medical training course, and an additional two percent for completing incident command training, for a possible total premium of eight percent.
 - *Increased Incentives to the Police Training Officer Program* – This increase would provide a pay increase and added leave benefits for training officers. Newly hired deputies/recruits must successfully complete various stages of training during their probation period. The first phase is completion of the state Basic Law Enforcement Academy. For the next phases, recruits gain on-the-job work experience under the supervision of a Police Training Officer (PTO). To incentivize officers to become PTOs, the prior contract had provided for one hour of compensation or paid leave for deputies per shift as a PTO, and a 2.5 percent pay increase for sergeants. According to the

Executive, due to a lack of volunteers to become qualified PTOs, the parties agreed to increase the compensation to incentivize officers to become PTOs. Under this new agreement, deputies will receive an additional one-half hour of pay or leave for a total of 1.5 hours (adjusted for officers working 10-hour shifts), and an additional one-half percent of pay for sergeants for a total of 3 percent.

Changes in Benefits: This contract will begin a two-year phase-in of this bargaining unit's insured benefits plans to align with the Joint Labor Management Insurance Committee plans, with the phase-in occurring over the 2020 and 2021 benefits years. The changes include increases in deductible expenses, co-insurance expenses, copays, access fees, and the costs of drug prescriptions. Because the new provisions will require that represented employees and their families pay a greater share of costs, the CBA contains increased GWI for this group during the transition period. Nevertheless, according to the Executive, these benefit changes will result in overall cost savings for the county.

This agreement also modifies contract terms to address changes to state laws impacting union membership, sick leave and medical leave. The agreement also incorporates previously agreed to provisions such as Paid Family Medical Leave and administering federal Family Medical Leave Act and King County Family Medical leaves concurrently. Furthermore, this agreement extends to Guild represented employees Bereavement Leave and state Paid Family Medical Leave provisions shared with the Coalition of Unions under the Master Labor Agreement. In addition, to address concerns from the County's contract city partners, an employee working overtime on a patrol shift may only receive compensatory time when working their regular assignment or when working mandatory overtime on patrol. The parties also reached agreement on moving officers to the biweekly payroll system from the semi-monthly payroll system.

Changes related to Civilian Oversight As noted above, the Council has adopted Labor Policy requiring that the Executive and sheriff's office negotiate specific work rules related to ensuring civilian oversight through the Office of Law Enforcement Oversight (OLEO).

The new CBA includes provisions that implement many elements of the Council's Labor policy and establishes that OLEO may be actively involved in all sheriff's office internal investigations, including:

- Recommending the classification of complaints, where, according to the CBA "OLEO will be provided an opportunity to review sheriff's office's proposed intake classification or changed classification and either agree or recommend a change to the intake classification before the complaint is investigated, not investigated and closed, or sent to a supervisor for further action. KCSO shall make the final determination of the intake classification;"
- Reviewing administrative investigations before the sheriff's office concludes its findings process;
- Reviewing and making recommendations on proposed findings before the employee is notified;

- Accessing closed cases that are more than two years old;
- Allowing more access and involvement in administrative investigations (e.g., getting closer to critical incident crime scenes, attending review boards, attending Administrative Review Team (ART) “lessons learned” reviews, and being allowed to ask questions during an investigative interview)⁹;
- Investigating concerns about systems, training, procedures or policies related to the work of OLEO;
- Investigating complaints when sheriff’s office does not conduct an internal investigation, when the complaint concerns a non-represented employee, and when sheriff’s office does not conduct additional investigation requested by OLEO (after the investigation is completed and discipline, if any, is adjudicated);
- The CBA contains the provision that “nothing in this Article shall preclude OLEO from conducting an inquiry into a “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not the subject of a “complaint” in accordance with County Code; and
- Real-time access to administrative investigative information and unimpeded access to all complaint and investigative files for auditing and reporting purposes.

The CBA does contain the provision that:

“OLEO may not issue a subpoena to an employee of KCSO, to their family members, or to seek their personal and confidential records. However, if the County Charter is amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required by law.”¹⁰

While the King County Charter does not specifically contain a provision for OLEO subpoena power¹¹, it does note that that it is the responsibility of the County Council to establish by ordinance the mechanisms to enforce the provisions of the Charter. King County Code¹² does include the provision that OLEO “may issue a subpoena 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” code. As a consequence, the CBA does not contain one of the elements of the Council’s oversight Labor Policy “that the office receive subpoena powers which were deemed critical to the effectiveness of the investigative authority of the office.”

⁹ CBA Section 22.9 “Prior to an interview, KCSO will timely notify OLEO of all administrative investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious Officer Involved Events. A single OLEO representative may attend and observe interviews, and will be given the opportunity to ask questions that are within the scope of permissible investigative questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not participate in criminal investigations in any way, and will not be notified of any part of the criminal investigation until the criminal investigation is concluded. At that point, the file shall be provided to OLEO.”

¹⁰ CBA Section 22.21.

¹¹ King County Charter Section 265. Office of Law Enforcement Oversight “To enable the office of law enforcement oversight to exercise its authority effectively, the office shall be authorized by ordinance to obtain all relevant information.”

¹² KCC 2.75.045 Office of law enforcement oversight – authority to obtain information.

The Executive reports that the parties have also agreed to conduct a joint education process to explore civilian oversight models used elsewhere in the country, including those that conduct independent investigations. According to the Executive, this effort will be used to find common ground among OLEO, sheriff's office, and the Guild on the best practices for King County prior to bargaining the next labor agreement.

FISCAL IMPACT

The Fiscal Note associated with this proposed CBA shows a \$10.1 million increase (which includes an estimated benefits savings of \$163,000) for the 2017-2018 biennium when compared with the adopted biennium budget, including retroactive pay of \$7.5 million. The Fiscal Note also shows that the estimated cost of the new CBA for 2021-2022 will be \$2.4 million (with \$453,000 in benefits savings), and the costs in 2023-2024 will be \$2.6 million (with \$478,000 in benefits savings). The Executive reports that the Adopted 2019-2020 contains reserves sufficient to meet the expected contract costs. The Supplement Appropriation Ordinance (2020-0106) is currently under consideration.

INVITED

- Bob Railton, Deputy Director, Office of Labor Relations
- Chief Patti Cole-Tindall, Chief of Administrative Services, King County Sheriff's Office
- Diane Taylor, Legal Counsel, KCSO
- Regan Bolli, City Manager, City of Covington
- Debbie Tarry, City Manager, City of Shoreline
- Deputy Steve Eggert, King County Police Officers Guild former President
- Sargent Bob Lurry, KCPOG Vice President
- Al Kelley, KCPOG Secretary/Treasurer
- Sargent Rich Torres, KCPOG Board Member
- Deputy Mike Mansanarez, KCPOG President
- Derrick Isackson, Attorney at Law, for the KCPOG
- Deborah Jacobs, Director, Office of Law Enforcement Oversight

ATTACHMENTS

1. Transmittal Letter
2. Fiscal Note
3. Checklist and Summary of Changes
4. Contract Consistency with Adopted Labor Policies
5. Metropolitan King County Council Labor Policy LAB 7-010, Civilian Oversight of the Sheriff's Officer, adopted as LP2017-001 April 17, 2017

February 18, 2020

The Honorable Claudia Balducci
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Balducci:

This letter transmits a proposed ordinance that will enable King County to continue to provide fair wages, hours, and working conditions for sergeants and deputies who serve our residents and communities on behalf of the King County Sheriff's Office.

The enclosed proposed ordinance, if approved, will ratify the King County Police Officers Guild (Guild) collective bargaining agreement for the period of January 1, 2017, through and including December 31, 2021. This agreement covers approximately 707 law enforcement officers in the King County Sheriff's Office. The officers provide a wide range of duties to protect the people and property in King County, including responding to emergent calls, crime investigation and prevention.

This agreement modifies contract terms to address changes to state laws impacting union membership, sick leave and medical leave. The agreement incorporates previously agreed to provisions such as Paid Family Medical Leave, and administering federal Family Medical Leave Act and King County Family Medical leaves concurrently. This agreement extends to Guild represented employees Bereavement Leave, state Paid Family Medical Leave provisions, and the insured benefits plan designs enjoyed by the vast majority of County employees.

The Office of Law Enforcement Oversight (OLEO) authority is significantly expanded under the terms of this agreement. This expanded authority includes recommending the classification of complaints, making recommendations to findings, and investigating complaints and concerns under prescribed circumstances.

The general-wage-increases for 2017 is 2.25 percent, 2018 is 3.25 percent, 2019 is 4 percent, 2020 is 3.25 percent and 2021 is 3.25 percent. The general-wage-increases for 2017 through 2019 follow the standard County settlement agreed to with the Coalition of Labor Unions.

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The wage increases for 2020 and 2021 take into consideration the increased cost-sharing with Guild represented employees.

This contract furthers the County's Strategic Plan goal of Efficient, Accountable Regional Government by attracting and retaining a quality workforce by providing fair wages and working conditions.

The settlement reached is a product of good faith collective bargaining between King County and the Guild. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this proposed ordinance. This important legislation supports the valued services the officers provide on behalf of the Sheriff's Office and the communities it serves.

If your staff have questions, please contact Megan Pedersen, Director, Office of Labor Relations, at 206-263-2898.

Sincerely,

Dow Constantine
King County Executive

Enclosure

cc: King County Councilmembers
 ATTN: Carolyn Busch, Chief of Staff
 Melani Pedroza, Clerk of the Council
Dwight Dively, Director, Office of Performance, Strategy and Budget
Megan Pedersen, Director, Office of Labor Relations

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bcc: Steve Eggert, President, King County Police Officers Guild

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 FISCAL NOTE		
Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	King County Police Officers Guild (King County Sheriff's Office)	
Effective Date:	1/1/2017	
Affected Agency and/or Agencies:	King County Sheriff's Office	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Jason King, Chief Financial Officer, Sheriff's Office	Phone: 263-1807
Note Reviewed by: Supplemental Required?	Andrew Bauck, Budget Analyst	Phone: 263-9771
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	

EXPENDITURES FROM:							
Fund Title	Fund Code	Dept	2017	2018	2019	2020	2021
CX	10		\$ 2,240,000	\$ 3,047,000	\$ 3,872,000	\$ 3,272,000	\$ 3,378,000
Benefits	5500		\$	\$	\$	\$(163,000)	\$ (223,000)
			\$	\$	\$	\$	\$
TOTAL: Increase FM Prev Yr			\$ 2,240,000	\$ 3,047,000	\$ 3,872,000	\$ 3,109,000	\$ 3,155,000
TOTAL: Cumulative			\$ 2,240,000	\$ 5,287,000	\$ 9,160,000	\$ 12,269,000	\$ 15,424,000

EXPENDITURE BY CATEGORIES:								
Expense Type	Fund Code	Dept	Base	2017	2018	2019	2020	2021
Salaries			\$ 67,970,000	\$ 1,689,000	\$ 2,264,000	\$ 2,877,000	\$ 2,431,000	\$ 2,510,000
OT			\$ 12,951,000	\$ 291,000	\$ 430,000	\$ 547,000	\$ 462,000	\$ 477,000
LEOFF & FICA			\$ 10,601,000	\$ 259,000	\$ 353,000	\$ 449,000	\$ 379,000	\$ 391,000
TOTAL			\$ 91,521,000					
<i>Benefits</i>								(223,000)
TOTAL: Increase FM Prev Yr				\$ 2,240,000	\$ 3,047,000	\$ 3,872,000	\$ 3,109,000	\$ 3,155,000
TOTAL: Cumulative				\$ 2,240,000	\$ 5,287,000	\$ 9,160,000	\$ 12,269,000	\$ 15,424,000

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period(s):	1/1/2017 – 12/31/21
2. Wage Adjustments & Effective Dates:	
GWI:	2017-2.25%; 2018-3.25%; 2019-4.00%; 2020-3.25 %; 2021-3.25%
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
LEOFF & FICA:	13.10%
Overtime:	
4. Other Cost Factors:	
	Increase in Premium for ARFF
	Increases in several medical plan details, including deductibles and maximum out of pocket costs.
	Staffing is assumed to be constant and therefore calculations may not match supplemental request.

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
King County Police Officers Guild (King County Sheriff's Office)
Labor Negotiator
Robert Railton

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Consistency</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	N/A

<i>Six Point Summary of changes to the attached agreement:</i>
1. Standardized family and bereavement leaves provisions to match what the majority of county employees enjoy.
2. Phasing in insured benefits plans to align with the JLMIC (Joint Labor Management Insurance Committee) plans over the 2020 and 2021 benefits years.
3. Addressed changes in the law that pertain to sick and family leave, and union membership.
4. Expanded the authority of OLEO (Office of Law Enforcement Oversight).
5. Addressed the decisions and impacts for the unit to move to the biweekly payroll system from the semi-monthly payroll system.
6. Provided general wage increases that align with the majority of County's Collective Bargaining Agreements for 2017-2019, and provided general wage increases for 2020-2021 that take into account the phasing in of the insured benefits that add costs to employees.

Contract Consistency with Adopted Labor Policies

Contract: King County Police Officers Guild (King County Sheriff's Office) [290]

County Department(s):	King County Sheriff's Office
Term of Contract:	January 1, 2017, through and including December 31, 2021
County Negotiator:	Robert Railton

Labor Policy	Is Contract Consistent with Adopted Labor Policies? If not, please explain.
Contract Consolidation	N/A
Diversity	Yes
Project Labor Agreements	N/A
Performance Evaluations	Yes
Continuous Improvement	Yes
Labor-Management Committees	Yes
Labor-Management Partnerships	N/A
Mediation	Yes
Binding Interest Arbitration	Yes
Interest-based Bargaining	Yes
Reduction-in-Force	Yes
Contracting Out of Work	N/A
Use of Temporary and Part-time Employees	N/A
Civilian Oversight of Sheriff's Office	The county's negotiating team followed the Council's April 18, 2017 labor policy for OLEO
Sheriff's Office Implementation of Report Recommendations	No. KCSO determined that the current 180-day restriction on investigations can be managed by timely requests for additional time when warranted. The OLEO director cannot require KCSO to conduct additional investigation, but can conduct its own investigation after KCSO has completed its investigation and any discipline has been adjudicated.
Legislative Branch Employees and Officials	N/A

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KING COUNTY
Signature Report

ATTACHMENT 5
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Labor Policy

Proposed No. LP2017-001.1

Sponsors

1 Labor Policy relating to civilian oversight of the
2 sheriff's office.

3 STATEMENT OF FACTS:

4 1. The creation and maintenance of an independent civilian office of law
5 enforcement oversight is an essential means of assuring integrity, transparency, and
6 accountability in law enforcement and of fostering community trust in, and respect and
7 support for, the sheriff's office.

8 2. In 2015 the people of King County amended the King County Charter to
9 include Section 265 affirming the foundation and role of the office of law enforcement
10 oversight.

11 3. Labor policy related to the office of law enforcement oversight and the
12 sheriff's office should be updated to reflect Section 265 of the King County Charter.

13 FOR THE FOREGOING REASONS, LP 2010-031, Section I.17, as amended, and LAB
14 7-010 and LP 2010-035 (part), as amended, and LAB 7-020, LP 2010-035 (part) and
15 LAB 7-020 and LP 2013-033 (part) and LAB 7-030 are each hereby amended to read as
16 follows:

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

18 ~~((A. It shall be a labor policy of King County that the sheriff and the executive, to~~
19 ~~the extent that bargaining is legally required, shall engage in good faith bargaining with~~

20 ~~labor organizations that represent sheriff's office employees to establish or enhance an~~
21 ~~office of civilian oversight of law enforcement with the authority to:~~

22 ~~1. identify systemic problems and opportunities for improvement, and offer~~
23 ~~recommendations to address those problems and make improvements;~~

24 ~~2. review and assess internal investigations of complaints, misconduct, uses of~~
25 ~~force, and critical incidents and other matters as more fully described in the OLEO~~
26 ~~operational plan that is Attachment A to this labor policy to ensure the thoroughness,~~
27 ~~objectivity, and adequacy of those investigations and any resultant discipline;~~

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

32 ~~4. have unimpeded and timely access to case information, investigations, scenes~~
33 ~~of critical incidents, and other meetings and operations as necessary to carry out the~~
34 ~~OLEO operational plan that is Attachment A to this labor policy [Labor Policy LP 2013-~~
35 ~~033]; and~~

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

40 ~~B. It shall be a goal of the county to negotiate collective bargaining agreements~~
41 ~~and related agreements in good faith that are consistent with, and do not undermine, the~~
42 ~~goals set forth in this policy and the OLEO operational plan that is Attachment A to this~~

43 ~~labor policy [Labor Policy LP 2013-033]-)~~ In establishing an office of law enforcement
44 oversight consistent with Section 265 King County Charter, K.C.C. 2.75, and K.C.C.
45 2.16.060, it is the policy of King County that:

46 A. the bargaining agent shall bargain in good faith with labor organizations
47 prioritizing the achievement of the law enforcement oversight authorities set forth in the
48 King County charter and code;

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

51 C. all aspects of the intake classification process are components of the office of
52 law enforcement oversight's responsibilities to investigate, review and analyze
53 complaints and concerns;

54 D. in order to ensure the integrity of the complaint investigation process, it is
55 necessary for the oversight office to review and make recommendations on the sheriff's
56 office proposed classification of complaints;

57 E. a certification review of individual complaint investigations shall be conducted
58 by, and at the discretion of, the oversight office and provided to the sheriff's office prior
59 to the sheriff's office notifying the subject employee of the findings;

60 F. the oversight office shall have the discretion to identify and conduct systemic
61 reviews and issue non-binding conclusions or recommendations of any sheriff's office
62 operations, training, policy, rule, procedure or general order;

63 G. subpoena powers are critical to the effectiveness of the investigative authority
64 of the oversight office;

65 H. in the implementation of the investigative authority, the oversight office shall

66 use criteria such as fear of retaliation, conflict of interest or the matter raising a critical
67 issue of public trust and confidence for determining cases that warrant independent
68 investigation;

69 I. the oversight office shall not participate in criminal investigations; and

70 J. timely access to relevant information as directed by Section 265 King County

71 Charter shall only be for authorities expressly identified in K.C.C. 2.75.040. All such

72 information shall be maintained in accordance with all applicable laws and bargaining

73 agreements.

74 ~~**(LAB 7-020. Sheriff's Office Implementation of Report Recommendations.**~~

75 ~~It is the policy of King County that the county's bargaining agents shall make every effort~~

76 ~~to negotiate labor agreements that are consistent with the implementation of (1) the July~~

77 ~~24, 2012, report of the King County Auditor concerning the King County Sheriff's Office~~

78 ~~(Report No. 2012-01, entitled "Performance Audit of King County Sheriff's Office and~~

79 ~~Office of Law Enforcement Oversight") and (2) the August 17, 2012, report of the Office~~

80 ~~of Law Enforcement Oversight prepared by the Police Assessment Resource Center~~

81 ~~(entitled "Managing the Risk of Misconduct for the King County Sheriff's Office") as~~

82 ~~embodied in the adopted implementation action plan of Motion 13734.~~

83 ~~**LAB 7-030. Legislative Branch Employees and Officials.** Under the King~~

84 ~~County charter, the county council has sole responsibility for the hiring, firing and~~

85 ~~supervision of legislative branch employees and officials. It is the labor policy of King~~

86 ~~County that the King County Office of Law Enforcement Oversight is and should remain~~

87 ~~in the legislative branch. It is the labor policy of King county that the county's bargaining~~

88 ~~agent should bargain all labor agreements to be in compliance with this and all other~~

89 ~~provisions of the county charter.))"~~

90

91 The committee determines that this labor policy shall be _____ maintained as

92 confidential OR xx made public.

93

Labor Policy was introduced on 4/17/2017 and passed by the Metropolitan King County Council on 4/17/2017, by the following vote:

Yes: 6 - Mr. Gossett, Ms. Lambert, Mr. McDermott, Mr. Dembowski,
Mr. Upthegrove and Ms. Balducci
Excused: 3 - Mr. von Reichbauer, Mr. Dunn and Ms. Kohl-Welles

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this _____ day of _____, _____.

Attachments: None
