

1 *Metropolitan King County Council*
2 *Labor Policy Committee*
3 *Labor Policy Adoption Report*
4
5

Date: June 18, 2012

Labor Policy relating to civilian oversight of sheriff's office

6
7 STATEMENT OF FACTS:

8 1. The creation and maintenance of an independent civilian office of law enforcement
9 oversight is an important means of assuring integrity, transparency, and accountability in law
10 enforcement and of fostering community trust in, and respect and support for, the King County
11 sheriff's office (KCSO).

12 2. To effectively manage risk and evaluate the integrity of internal controls, the Office of
13 Law Enforcement Oversight (OLEO) carries out its mission through three vital functions: Police
14 Performance Auditing, Use of Force Review, and the assessment of Public and Employee
15 Complaints. In addition, OLEO needs to be able to:

16 a. identify systemic problems that might occur within KCSO and make
17 recommendations for solutions to such problems and for systemic improvements in KCSO;

18 b. audit police performance, review the use of force, and conduct community outreach
19 to explain the role of OLEO, especially in the event of high-profile use-of-force incidents and
20 other events of particular interest to the community; and

21 c. assess complaints made against KCSO officers; and report relevant findings and
22 recommendations to the county sheriff and the county council.

23 3. To achieve these goals, OLEO has established its operational plan, Attachment A to
24 this labor policy amendment, clarifying OLEO's purpose, vision, mission and primary functions.

25 4. Section 220.30 of the King County Charter, entitled "Organization," provides: "The
26 county council shall elect one of its members as chairman, *shall be responsible for its own*

27 *organization and for the employment and supervision of those employees whom it deems*
28 *necessary to assist it or individual councilmen in the exercise of their legislative powers and*
29 *shall appoint a clerk to maintain its records” (emphasis added).*

30 5. K.C.C. 2.75.020 provides in part: “The office of law enforcement oversight is hereby
31 established within the legislative branch.”

32 6. To exercise independent judgment, the director of the King County office of law
33 enforcement oversight (OLEO) needs to have confidence that he or she may not be removed from
34 office except for cause by a majority vote of the county council or by expiration of his or her
35 term of office. It was for that reason that the Council included language to that effect in the
36 county code as K.C.C. 2.75.030 by adopting Ordinance 16511. The Council views the collective
37 bargaining agreement that it adopted by Ordinance 16327 as being entirely consistent with that
38 language.

39 FOR THE FOREGOING REASONS, LP 2010-031, Section I.17, and LAB 7-010 are each
40 hereby amended to read as follows:

41 **“Civilian Oversight of Sheriff’s Office.**

42 A. It shall be a labor policy of King County that the sheriff and the executive, to the
43 extent that bargaining is legally required, shall engage in good faith bargaining with labor
44 organizations that represent sheriff’s office employees to establish or enhance an office of
45 civilian oversight of law enforcement ~~((, to the extent that bargaining is legally required))~~ with
46 the authority to:

47 1. identify systemic problems and opportunities for improvement, and offer
48 recommendations to address those problems and make improvements;

49 2. review and assess internal investigations of complaints, misconduct, uses of force, and
50 critical incidents and other matters as more fully described in the OLEO operational plan that is

51 Attachment A to this labor policy to ensure the thoroughness, objectivity, and adequacy of those
52 investigations and any resultant discipline;

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

56 4. have unimpeded and timely access to case information, investigations, scenes of
57 critical incidents, and other meetings and operations as necessary to carry out the OLEO
58 operational plan that is Attachment A to this labor policy; and

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

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

65 FURTHERMORE, LP 2010-031 is hereby amended by adding a new section 19 to read
66 as follows:

67 **19. Legislative Branch Employees and Officials:** Under the King County charter, the
68 county council has sole responsibility for the hiring, firing and supervision of legislative branch
69 employees and officials. It is the labor policy of King County that the King County Office of Law
70 Enforcement Oversight is and should remain in the legislative branch. It is the labor policy of
71 King County that the county's bargaining agent should bargain all labor agreements to be in
72 compliance with this and all other provisions of the county charter.

73
74 The committee determines that this labor policy shall be _____ maintained as confidential OR
75 x made public.
76
77

78 Adopted by the Labor Policy Committee on June 18, 2012 by the following vote:

79 Yes: 9 - Mr. Phillips, Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr.
80 Ferguson, and Mr. McDermott

81 No: 0

82 Excused: 2 - Mr. von Reichbauer and Mr. Dunn

83

84

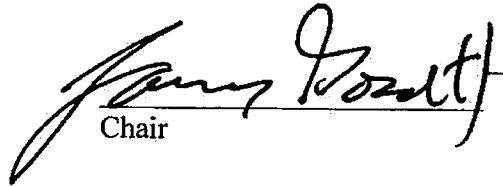
King County, Washington

85

86

87

88

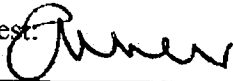

Chair

89

90

91

Attest:



_____, Clerk of the Council