

1 KCSO will meet to discuss the indicators with the Guild upon request and discharge its obligation to  
2 bargain, if any, that the law requires.

3 **ARTICLE 22: OFFICE OF LAW ENFORCEMENT OVERSIGHT**

4 **Section 22.1.** The King County Office of Law Enforcement Oversight (OLEO) provides  
5 independent oversight of all aspects of KCSO's internal administrative system, to enhance  
6 accountability and community trust.

7 **Section 22.2.** OLEO may be actively involved in all KCSO internal administrative  
8 investigation by having:

9 a) Real-time access to administrative investigative information, through the use of  
10 I/APro, or successor system.

11 b) The ability to make recommendations regarding intake classifications as outlined  
12 in Section 22.8.

13 c) The ability to participate in all administrative interviews as outlined in Section  
14 22.9.

15 d) The ability to make suggestions regarding the need for additional investigation as  
16 outlined in Section 22.11.

17 e) The ability to review and make suggestions to KCSO regarding KCSO findings,  
18 excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.

19 f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.

20 g) The ability to attend review boards as outlined in Section 22.5

21 h) The ability to conduct independent investigations as outlined in Section 22.18.

22 i) The ability to follow up when KCSO declines to conduct additional investigations  
23 as outlined in Section 22.20.

24 In addition, OLEO may monitor any complaint filed with its office or KCSO, and  
25 administrative investigations of Critical Incidents, Serious Force Incident, and Serious Officer  
26 Involved Events as defined under the General Operating Manual (GOM).

27 **Section 22.3.** OLEO may receive complaints from any party, including, without limitation,  
28 members of the public or employees of KCSO. OLEO will forward all complaints to the Internal

1 Investigations Unit (IIU) within five (5) business days for processing and, when appropriate,  
2 investigation. Except as provided under Section 22.18 OLEO will not conduct independent  
3 disciplinary investigations but may participate in interviews as provided herein.

4 **Section 22.4.** The OLEO director/designee shall be timely notified of and have the  
5 opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations  
6 Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events.  
7 OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if  
8 approved and accompanied by the Sheriff/designee, and interact only with the administrative team  
9 liaison with CID. After the scene is secured, a representative from CID will escort the OLEO  
10 representative through the scene.

11 **Section 22.5.** The OLEO director/designee may attend Use of Force Review Boards and  
12 Department-level Driving Review Boards as a non-voting member. The OLEO director/designee  
13 may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to  
14 attend.

15 **Section 22.6.** In addition to complaints received by OLEO, KCSO will provide OLEO access  
16 to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO  
17 investigative records. OLEO will not print or download KCSO complaints or investigative records of  
18 any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to  
19 investigative records, the Sheriff shall have the right to deny the OLEO member further access to  
20 investigative records.

21 **Section 22.7.** OLEO will have the opportunity to make a recommendation for mediation to  
22 the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to  
23 mediation, that process will be utilized rather than sending the matter on for investigation. Assuming  
24 the employee participates in good faith during the mediation process, the employee will not be  
25 subject to discipline and the complaint will be administratively dismissed. Good faith means that the  
26 employee listens and considers the issues raised by the complainant, and acts and responds  
27 appropriately. Agreement with either the complainant or the mediator is not a requirement of good  
28 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to

1 participate, the employee will be considered to have participated in good faith. Moreover, any  
2 records related to mediation (other than a mediation settlement agreement) shall not be admissible in  
3 any proceeding except to enforce this section.

4 **Section 22.8.** Once any complaint is received by the IIU, it shall be submitted to the chain of  
5 command for review pursuant to the GOM. OLEO will be provided an opportunity to review  
6 KCSO's proposed intake classification or changed classification and either agree or recommend a  
7 change to the intake classification before the complaint is investigated, not investigated and closed, or  
8 sent to a supervisor for further action. KCSO shall make the final determination of the intake  
9 classification. When either the Sheriff or her/his designee determines that the allegations warrant  
10 investigation, such investigation shall be approved, and IIU will initiate the investigative process.

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

19 **Section 22.10.** Upon completion of internal administrative investigations, OLEO will certify  
20 in writing, whether the investigation was thorough and objective by the standards of OLEO before  
21 KCSO concludes its finding process.

22 **Section 22.11.** As a part of OLEO's active involvement OLEO may believe that additional  
23 investigation is needed on issues they deem material to the outcome. If there is any dispute between  
24 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the  
25 requested additional investigation, the IIU Commander will determine whether additional  
26 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU  
27 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing  
28 the reason(s) for its recommended additional investigation. After completion of the additional

1 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then  
2 certify according to the standards of OLEO, whether the internal investigation was thorough and  
3 objective before KCSO concludes its findings process. This determination will be made within ten  
4 (10) business days. Once the above finding is entered in the investigation, OLEO will not be  
5 involved further in the processing of that case except as provided herein.

6 **Section 22.12.** All final disciplinary decisions will be made by the Sheriff.

7 **Section 22.13.** OLEO will be provided a copy of any letter or other notification to an  
8 employee informing them of actual discipline imposed as a result of an administrative investigation  
9 or the Notice of Finding in the event that the complaint is not sustained.

10 **Section 22.14.** OLEO will be notified by KCSO, within five (5) business days of case  
11 completion, of all internal administrative investigations for the OLEO's review and recommendation  
12 on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations  
13 on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make  
14 any disciplinary recommendations regarding any internal administrative investigation. OLEO in  
15 addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to  
16 the complainant. The letter may summarize the case findings within the context of this Article.

17 **Section 22.15.** Any complaining party who is not satisfied with the findings of KCSO  
18 concerning their complaint may contact OLEO to discuss the matter further. However, unless  
19 persuasive and probative new information is provided, the investigation will remain closed. In  
20 accordance with established arbitral case law, employees may not be subject to discipline twice for  
21 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate  
22 burden of establishing compliance with this section rests with the County in any subsequent  
23 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in  
24 Section 19.10 of this Agreement

25 **Section 22.16.** In addition to the investigative process, OLEO will have unimpeded access to  
26 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all  
27 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)  
28 or other identifying information of employees or other individuals involved in incidents or

1 investigations except OLEO may use the names of any individuals who were subjects of employee-  
2 involved events if already made public by KCSO. Nothing herein shall limit OLEO from  
3 acknowledging, without analysis or opinion, that it is monitoring an investigation and information  
4 already made public by KCSO.

5 a) OLEO is prohibited from providing information related to pending KCSO  
6 investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to  
7 KCSO any requests, demands or court orders for documents. KCSO's Public Disclosure Unit will  
8 review and make determinations on any Public Disclosure requests for KCSO investigative materials.  
9 If OLEO is ordered by a court to produce information related to KCSO investigative materials, it  
10 shall produce materials as required in consultation with the King County Prosecuting Attorney's  
11 Office.

12 b) OLEO may make statistical observations regarding the disciplinary results of  
13 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in  
14 specific cases.

15 **Section 22.17.** OLEO may recommend changes to rules, general orders, policies and  
16 procedures for the review and/or audit of the complaint resolution process, and review and  
17 recommend changes in KCSO policies to improve the quality of police investigations and practices in  
18 KCSO. Nothing herein shall be construed as a waiver of the Guild's right to require the County to  
19 engage in collective bargaining as authorized by law.

20 **Section 22.18.** OLEO may administratively investigate complaints involving Critical  
21 Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as  
22 provided herein:

23 a) If KCSO does not conduct an internal administrative investigation.

24 b) OLEO may conduct investigations independent of KCSO IIU on complaints made  
25 against non-represented KCSO employees.

26 c) OLEO shall notify KCSO at least five (5) business days before commencing an  
27 investigation.

28 d) At the completion of its investigation, OLEO will provide its report of

1 investigation only to the Sheriff; except as required by law.

2 e) After consultation with the Sheriff, OLEO may disclose, without analysis or  
3 opinion, audio or video evidence from an investigation being conducted by OLEO that will not  
4 compromise any pending investigation.

5 f) Administrative investigations conducted by OLEO are subject to Article 19.

6 **Section 22.19.**

7 a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign  
8 bargaining unit work to OLEO.

9 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a  
10 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not  
11 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall  
12 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,  
13 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of  
14 potential or specific employee misconduct.

15 **Section 22.20.** After the administrative investigation has been closed and any discipline has  
16 been adjudicated, OLEO may follow-up on any requested additional investigation that was made  
17 pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will  
18 not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the  
19 KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that  
20 could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems  
21 and procedures, OLEO may provide that information to the Sheriff as part of a report concerning  
22 such changes. After providing the report to the Sheriff, OLEO may release the report to others. The  
23 report is subject to the limitations in Section 22.16. This information cannot be used to reopen an  
24 investigation.

25 **Section 22.21.** OLEO may not issue a subpoena to an employee of KCSO, to their family  
26 members, or to seek their personal and confidential records. However, if the County Charter is  
27 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required  
28 by law.

1 **ARTICLE 23: DURATION**

2 This contract shall remain in full force and effect from January 1, 2017 through December 31,  
3 2021. Unless otherwise provided in this Agreement, all changes effectuated by this Agreement shall  
4 be effective upon the parties' ratification of the Agreement.

5  
6 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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9  
10 By: \_\_\_\_\_

11 King County Executive

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13 King County Sheriff's Office:

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16 \_\_\_\_\_  
17 Mitzi Johanknecht  
18 Sheriff  
19 King County Sheriff's Office

20 For King County Police Officers Guild:

21  
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23 \_\_\_\_\_  
24 Steve Eggert  
25 President  
26 King County Police Officers Guild  
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