# AGREEMENT BETWEEN
# PUGET SOUND POLICE MANAGERS ASSOCIATION
# AND
# KING COUNTY


ARTICLE 1: PURPOSE ..... 1
ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP ..... 1
ARTICLE 3: MANAGEMENT RIGHTS ..... 3
ARTICLE 4: HOLIDAYS ..... 4
ARTICLE 5: VACATIONS ..... 5
ARTICLE 6: SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES ..... 7
ARTICLE 7: SICK LEAVE ..... 8
ARTICLE 8: WAGE RATES ..... 12
ARTICLE 9: HOURS OF WORK ..... 12
ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS ..... 12
ARTICLE 11: MISCELLANEOUS ..... 13
ARTICLE 12: GRIEVANCE PROCEDURE ..... 16
ARTICLE 13: ASSOCIATION USE OF BULLETIN BOARDS AND INTERNET ..... 18
ARTICLE 14: SAVINGS CLAUSE ..... 18
ARTICLE 15: WORK AND STOPPAGE AND EMPLOYER PROTECTIONS ..... 19
ARTICLE 16: WAIVER CLAUSE ..... 19
ARTICLE 17: REDUCTION-IN-FORCE ..... 20
ARTICLE 18: TRANSFERS ..... 20
ARTICLE 19: BILL OF RIGHTS ..... 20
ARTICLE 20: EXECUTIVE LEAVE ..... 22
ARTICLE 21: ALTERNATIVE WORK SCHEDULES ..... 23
ARTICLE 22: ON CALL DUTY OFFICER LEAVE ..... 23
ARTICLE 23: CIVILIAN REVIEW ..... 23
ARTICLE 24: EARLY INTERVENTION SYSTEMS ..... 27
ARTICLE 25: PERFORMANCE EVALUATIONS ..... 28
ARTICLE 26: DURATION ..... 32
ADDENDUM A: WAGE RATES
ADDENDUM B: MEMORANDUM OF AGREEMENT: SUBJECT: INTERNET TECHNOLOGY ACCEPTABLE USE POLICIES
ADDENDUM C: MEMORANDUM OF AGREEMENT REGARDING INSURED BENEFITS JANUARY 1, 2014 THROUGH DECEMBER 31, 2016 FOR REPRESENTED BENEFITS-ELIGIBLE EMPLOYEES

# AGREEMENT BETWEEN
# PUGET SOUND POLICE MANAGERS ASSOCIATION
# AND
# KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (County) and the Puget Sound Police Managers Association (Association). This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

## ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington (RCW 41.56).

## ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

***Section 1.*** The County recognizes the Association, as representing King County Sheriff's Office Captains and Lieutenants in the King County Sheriff's Office (Public Employment Relations Commission case number 21637-08-3352).

***Section 2.*** It shall be a condition of employment that all regular, full-time employees in the classifications of King County Sheriff's Office Captain and King County Sheriff's Office Lieutenant shall become members of the Association and remain members in good standing or pay an agency fee to the Association. Timely payment of regular Association dues will constitute membership in good standing for the purpose of this article.

It shall also be a condition of employment that regular, full-time employees covered by this

Agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Association or pay an agency fee to the Association.

Provided, that employees with a bona fide religious objection to Association membership and/or association based on the bona fide tenets or teachings of a church or religious body of which such employee is a member shall not be required to tender those dues or initiation fees to the Association as a condition of employment. Such employee shall pay an amount of money equivalent to regular Association dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Association. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Association cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to show proof to the Association that he/she is eligible for such exemption. All initiation fees and dues paid either to the Association or charity shall be for non-political purposes.

***Section 3. Dues Deduction:*** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee, the amount of dues as certified by the secretary of the Association and shall transmit the same to the treasurer of the signatory organization.

The Association will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The Association agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

***Section 4.*** The County will require all new employees, who assume a position included in the bargaining unit, to sign a form (in triplicate), which will inform them of the Association's exclusive recognition.

***Section 5.*** The County will transmit to the Association a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

## ARTICLE 3: MANAGEMENT RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to the following:

**a.** determine the mission, budget, organization, number of employees, and internal security practices of the King County Sheriff's Office;

**b.** recruit, examine, promote, train, employees of its choosing, and determine the time and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;

**c.** assign and direct the work force;

**d.** develop and modify class specifications;

**e.** determine the method, materials, and tools to accomplish the work;

**f.** designate duty stations and assign employees to those duty stations;

**g.** establish reasonable work rules;

**h.** assign the hours of work;

**i.** take whatever actions may be necessary to carry out the Department's mission in case of emergency;

**j.** Bi-Weekly Pay: The right to define and implement a new bi-weekly payroll system is vested exclusively in King County. Implementation may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.

In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with state law to negotiate or meet and confer with the Association, as appropriate.

All of the functions, rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this Agreement are recognized by the Association as being retained by the Employer.

## ARTICLE 4: HOLIDAYS

***Section 1. Observed Holidays:*** The County shall observe the following as paid holidays:

| HOLIDAY: | COMMONLY CALLED: |
|---|---|
| First day of January | New Year's Day |
| Third Monday of January | Martin Luther King Jr.'s Day |
| Third Monday of February | President's Day |
| Last Monday of May | Memorial Day |
| Fourth day of July | Independence Day |
| First Monday of September | Labor Day |
| 11th day of November | Veteran's Day |
| Fourth Thursday of November | Thanksgiving Day |
| Friday following the fourth Thursday in November | |
| 25th day of December | Christmas Day |

In addition to the above, each employee will have two (2) personal holidays. These holidays will be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year.

***Section 2. Holidays For Employees On A 5/2 Schedule:*** Employees working a 5/2 schedule with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday.

## ARTICLE 5: VACATIONS

***Section 1. Accrual - 40 Hour Employees:*** Regular full-time employees working 40 hours per week shall receive vacation benefits as indicated in the following table:

| **Full Years of Service** | **Maximum Annual Leave in Days** |
|---|---|
| Upon hire through end of Year 5 | 12 |
| Upon beginning of Year 6 | 15 |
| Upon beginning of Year 9 | 16 |
| Upon beginning of Year 11 | 20 |
| Upon beginning of Year 17 | 21 |
| Upon beginning of Year 18 | 22 |
| Upon beginning of Year 19 | 23 |
| Upon beginning of Year 20 | 24 |
| Upon beginning of Year 21 | 25 |
| Upon beginning of Year 22 | 26 |
| Upon beginning of Year 23 | 27 |
| Upon beginning of Year 24 | 28 |
| Upon beginning of Year 25 | 29 |
| Upon beginning of Year 26 and beyond | 30 |

Maximum vacation accrual will be 480 hours.

***Section 2.*** Employees shall accrue and use vacation benefits consistent with King County personnel rules.

***Section 3.*** No employee shall be permitted to work for compensation for the County in any capacity during the time when the employee is on vacation, except that the provisions of this section shall not apply to employees who, in their capacity as commissioned, King County Sheriff's Office

Employees provide security for any King County sanctioned event approved by the Sheriff's office.

***Section 4. Payment Upon Death:*** In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate.

***Section 5. Forfeiture of Vacation:*** Employees are responsible for requesting sufficient hours of vacation leave, in accordance with Department policy, to ensure that they do not exceed the maximum accrual levels. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. An employee may continue to accrue vacation leave beyond the maximum specified herein, if as a result of cyclical workloads or work assignments, the employee requested but was denied vacation leave time. Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein, except that employees who become disabled and retire as a result thereof shall be paid for all unused vacation.

***Section 6.*** In accordance with past practice, vacation shall be granted on a seniority basis within each shift, squad or unit and shall be taken at the request of the employee with the approval of the Division Commander or designee. Employees who are transferred involuntarily, and who have already had their vacation request approved will be allowed to retain that vacation period regardless of their seniority within the new shift, squad or unit to which they are transferred.

***Section 7. Vacation Payoff:*** Vacation payoff upon termination from employment for any reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also include educational/longevity incentive pay.

***Section 8. Vacation Transfer:*** Employees may transfer a portion of their accrued vacation to other employees consistent with King County ordinance K.C.C. 3.12.223; Ordinance 12014 Section 22 policy and procedures.

***Section 9. Leave Cancellation:*** If the Employer cancels approved leave and the affected employee has incurred non-refundable or unusable expenses in planning for the same, the employee shall be reimbursed by the County for those expenses. Any employee called back to duty once leave has begun shall be reimbursed for round trip transportation costs in returning to duty.

## ARTICLE 6: SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES

***Section 1. Establishment of SLLB:*** Effective January 1, 1984 LEOFF I employees will discontinue the accrual of sick leave. Individual sick leave accounts in place as of December 31, 1983 were reduced by fifty percent (50%) with the remaining fifty percent (50%) being converted to a Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury will henceforth be covered by disability leave (R.C.W. 41.26.120).

***Section 2. SLLB use:***

**a.** The hours in the individual SLLB may be used as vacation pursuant to Article 5, Vacations, Sections 3, 4, and 8, of this agreement. Additionally, upon filing an application for disability leave/retirement, SLLB hours may be used as the basis for continuing to receive an allowance equal to regular pay during the period of time between the initial date of illness or injury, and the date of final disposition made by either the local disability board or the State Retirement System. In the event that the application for disability leave/retirement is ultimately denied by the local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance then in effect.

**b.** If the local disability board denies disability benefits or retirement benefits, the King County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board is received by the Department.

**c.** SLLB hours shall not be used as and shall not constitute a return to active service for purposes of increasing or renewing the amount of disability leave to the employee.

***Section 3. SLLB payoff:*** Upon service retirement, death after at least five (5) years of continuous King County service, or separation in good standing after completion of twenty (20) years of continuous King County service, the existing balance of hours in the individual SLLB as of the date of such retirement or separation shall be paid to a maximum of fifty (50) days (400 hours).

***Section 4. Family Care and Bereavement Leave:***

**a.** Regular, full time LEOFF I employees shall be entitled to three (3) working days (24 hours) of bereavement leave for each death of a member of the employee's immediate family.

"Immediate family" for purposes of bereavement leave is defined as follows: the employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic partner.

**b.** Three (3) paid leave days (24 hours per instance) may be granted to an employee due to a requirement to care for immediate family members who are seriously ill. No more than six (6) days of such leave may be used for this purpose per calendar year. Written verification for family care leave may be requested by management. This verification will include: 1) nature and severity of illness or injury; 2) relationship of immediate family member; and 3) a statement indicating that no other person is available and/or capable of providing care for the ill or injured family member. In addition, family care leave shall be approved for accompanying or transporting immediate family members to and from a hospital or to medical or dental appointments, providing the immediate family member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid. Up to one day's leave may be authorized for an employee to be at the hospital on the day of the birth of his/her child in addition to the six (6) days mentioned above.

**c.** In cases of family care where no paid leave benefit exists, the employee will be granted leave under the King County Code, King County Family Medical Leave (KCFML), Federal Family Medical Leave (FMLA) or Washington State Family Care Act, as appropriate. This includes health benefits continuation as required by King County, State, or Federal law.

**d.** "Family member" for purposes of KCFML means: the employee's spouse or domestic partner, the child or parent of the employee or the employee's spouse or domestic partner, or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner.

## ARTICLE 7: SICK LEAVE

***Section 1. Accrual:*** Full-time regular employees, and part-time regular employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.

***Section 2. No Sick Leave Limit:*** There shall be no limit to the hours of sick leave benefits accrued by an employee.

***Section 3. Doctor's certificate Verification of Illness:*** Department Management is responsible for the proper administration of the sick leave benefit. A doctor's certificate verifying illness or inability to perform work may be required of an employee for any sick leave use when the County has cause to believe there has been an abuse of sick leave. The county will make a reasonable effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

***Section 4. Separation from Employment:*** Separation from King County employment, except by retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

***Section 5. Other Than County Employment:*** Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County.

***Section 6. Sick Leave Cashout:*** Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of county service and who retire as a result of length of service, or who leave County employment in good standing after twenty-five (25) years or more, or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings. All payments shall be made based on the employee's base rate as set forth herein, and there shall be no deferred sick leave reimbursement. This sick-leave cash-out is subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County Code. Such determination is applicable to all members of the bargaining unit.

***Section 7. Special Sick Leave:*** All LEOFF II employees shall be provided with eighteen (18) days special sick leave, which shall be used only to supplement the employee's industrial insurance

benefit should the employee be injured on the job during his or her first calendar year on the job. The special sick leave shall not be used until three (3) days of regular sick leave have been used for each incident of on-the-job injury. In the event the employee has no accrued sick leave, the special sick leave shall be immediately available for an on-the-job injury. During the second year of employment, and for all succeeding years, all LEOFF II employees shall be provided with eighteen (18) days special sick leave which shall only be utilized in the circumstances as herein described. Special sick leave is non-cumulative, but is renewable annually.

***Section 8. Special Workers Compensation Supplement:*** The county will provide a Special Worker's Compensation Supplement to LEOFF II employees who are injured on the job, maintain eligibility of Worker's Compensation and are unable to work (as determined by the County Safety and Claims Office) for a period exceeding six consecutive months, but not to exceed twelve consecutive months; provided that the employee's condition is the result of an injury occurring during the search, arrest or detention of any person/place, or during the attempt to search, arrest or detain any person/place or occurring when an officer is involved in an emergency response to a request for service.

The Special Worker's Compensation Supplement will provide for the difference between an employee's base salary and any other compensation which the employee is receiving during the period of injury-related absence. Other compensation shall include special sick leave, Worker's Compensation, social security and/or unemployment compensation. The supplement shall be limited to six months during any consecutive twelve-month period.

The Special Worker's Compensation Supplement shall be reduced by the amount of any State legislatively mandated increase in benefits for LEOFF II employees which occur during the term of this contract. The contract provision for Special Worker's Compensation Supplement shall automatically cease to be in effect on the expiration date of this contract, regardless of whether a successor agreement has been negotiated or is in the process of being negotiated, mediated and/or arbitrated.

***Section 9. Uses of Sick Leave:*** Employees are eligible to use accrued sick leave for the following reasons:

**a.** Employee illness;

**b.** Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);

**c.** Employee disability due to pregnancy or childbirth;

**d.** Employee exposure to contagious diseases and resulting quarantine;

**e.** Employee keeping medical, dental, or optical appointments;

**f.** In accordance with the FMLA, King County Code and relevant state law, including but not limited to the Family Care Act – consistent with Section 10 below;

**g.** Up to three (3) days of sick leave may be used per year with advance approval from the Sheriff's Office, to volunteer at the employee's children's school, consistent with King County Personnel Guidelines.

***Section 10. Family Care and Bereavement Leave:***

**a.** Regular, full-time employees shall be entitled to three (3) working days (24 hours) of bereavement leave a year due to death of members of their immediate family.

**b.** Regular, full-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days (24 hours) for each additional instance when death occurs to a member of the employee's immediate family.

**c.** Up to one day's absence of sick leave may be authorized for an employee to be at the hospital on the day of the birth of his/her child.

**d.** LEOFF II employees in this bargaining unit shall enjoy the benefits set forth in King County Code 3.12.220, King County's Family and Medical Leave (KCFML) Ordinance. "Family member" for purposes of KCFML means: the employee's spouse or domestic partner, the child or parent of the employee's spouse or domestic partner, or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner.

**e.** "Immediate Family" for purposes of bereavement leave is defined as: the employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic partner.

***Section 11.*** Holidays or regular days off falling within the prescribed period of absence shall not be charged against accrued sick leave.

**ARTICLE 8: WAGE RATES**

***Section 1. Wage Rates:*** Beginning on January 1, 2013, wage rates are set forth in Addendum A.

***Section 2. Salary upon reinstatement:*** Employees who are reinstated pursuant to Civil Service Rules within one calendar year of the date they left County service shall, upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of six (6) months actual service, after reinstatement, they shall be compensated at the appropriate wage step based upon their total service (prior service plus current service).

Employees who are reinstated pursuant to Civil Service Rules within two (2) calendar years shall, upon reinstatement, be compensated at Step 1 of their respective range. Upon successful completion of twelve (12) months actual service, after reinstatement, they shall be compensated at the appropriate wage step based upon their total service (prior service plus current service).

In order to receive credit for prior service under this Section, employees must receive an overall rating of "Meets Standards" or better on all performance evaluations during the six (6) month or one (1) year period respectively.

**ARTICLE 9: HOURS OF WORK**

Employees are FLSA overtime exempt salaried employees and are expected to work the hours required to accomplish the duties of their position. Employees will not be assigned a specific shift (though they may be required to work certain "core hours") but the parties agree that Employees' work schedules should provide a presence as well as supervision on each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their supervisors.

**ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

***Section 1.*** King County presently participates in group medical, dental, and life insurance programs, as stated in the 2014-2016 Memorandum of Agreement (Insurance Benefits Memorandum of Agreement) between the County and the Joint Labor Management Insurance Committee (Attached as Addendum C) with the following exceptions:

**a)** The recommendations of the panel of subject matter experts as outlined in paragraph 10 and 11 of the Insurance Benefits MOA shall not be final and binding on the Association or County. Should the Association or the County disagree with the decision of the dispute resolution panel regarding plan design changes or premium share/employer contribution increases, the parties agree to reopen negotiations on the issue of plan design changes or premium share contributions/employer contribution increases pursuant to the applicable requirements of RCW 41.56 et. seq. Should the Association or County desire to reopen negotiations a written demand to bargain must be provided to the other party within five business days from the date the panel makes their decision in paragraphs 10 or 11 of the Insurance Benefits MOA.

**b)** The Association shall be not bound to the terms of the Insurance Benefits MOA beyond the expiration of this Agreement. The County agrees to maintain a plan during the term of this Agreement, provided that the Association and the County agree that the County may implement changes to employee insurance benefits to which the Joint Labor Management Insurance Committee has agreed.

***Section 2. Access To Information*:** The County shall provide access to all information necessary to assess the benefit levels provided under the current plan, alternative benefits which might be available, the cost of those benefits, and the savings which could result from cost containment measures. The County shall use its best efforts to cause its insurance carriers to provide such information to the committee.

## ARTICLE 11: MISCELLANEOUS

***Section 1.*** An employee elected or appointed to office with the Association that requires a part or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

***Section 2.*** All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the County.

***Section 3.*** Employees who are directly involved with proceedings before the Civil Service Commission may be allowed to attend without loss of pay provided prior permission is granted by the Department Director or designee.

***Section 4.*** The parties agree that the Sheriff's Office has the right to assign Employees to perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of a higher classification, for a period of one (1) day or more, Employees shall be compensated at the first step of the salary range assigned to the classification under which they are acting or five (5) percent over their current Employees pay (whichever is greater) for the period of the assignment. Employees will not lose their longevity premiums during any period of "acting assignment."

***Section 5.*** The County and Sheriff Department recognize that Association members may from time to time need to conduct Association business related to collective bargaining matters during their core hours of work. This time must not create undue interference with normally assigned duties.

***Section 6.*** Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing, will have same repaired or replaced at Department expense provided however, that reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to $150 per incident.

***Section 7.*** Off-duty employment shall be in accord with the Department Manual provided, however, the Department shall not require a "hold harmless" agreement for such employment or liability insurance of the off-duty employer.

***Section 8.*** The employer agrees to make available up to six hundred rounds of ammunition per year to each employee. Further, the department agrees to take the necessary measures to insure that employees on the graveyard shift can obtain the ammunition upon request. Each eligible employee shall be allowed to draw up to 200 rounds at a time provided, however, that any ammunition drawn by the employee shall be used by the employee.

***Section 9.*** Employees shall have the right to examine their personnel file upon request during normal business hours.

***Section 10.*** All commissioned employees shall be furnished required uniforms and equipment, and shall be furnished all replacement items of uniforms and equipment on an as-needed basis.

***Section 11. Jury Duty:*** An employee required by law to serve on jury duty shall continue to

receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two weeks in advance, regarding the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

When the total required assignment to jury duty has expired, the employee will return to regular duties provided: there must be a minimum of twelve (12) hours between the time the employee is dismissed from jury duty and the time he/she must report for regular duties, provided an employee shall not be required to report to his/her shift at the conclusion of the twelve (12) hour break if there are less than four (4) hours remaining on the shift. Notwithstanding the above, employees assigned to day shift, who have four (4) or more hours remaining on their shift at the time of release or dismissal from jury duty, shall report to duty at the time of release or dismissal.

***Section 12.*** Employees will not be required to drive unsafe vehicles.

***Section 13.*** In the event that METRO will no longer allow law enforcement officers to ride free of charge, the County will provide METRO bus passes at no cost for the employee.

***Section 14. Association/Management Meetings:*** Association/Management meetings will be held with two representatives from the Association, two representatives from the King County Sheriff's Office, and a representative from King County Labor Relations. One of the King County Sheriff's Office representative will be the King County Sheriff (or designee), and one of the Association representative will be the Association President (or designee). These meetings may be more or less frequent, upon mutual agreement. The meetings should be held at a location and date/time that is convenient for all parties. The purpose of these meetings is to discuss in a collaborative manner department plans and goals, and any issues of concern to one of the parties. The parties shall notify one another of agenda items two days prior to the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at these meetings is binding unless reduced to writing.

## ARTICLE 12: GRIEVANCE PROCEDURE

***Section 1. Definition:*** Grievance - a dispute as to the interpretation or application of an express term of this Agreement. Written reprimands are not subject to Step 4 of this procedure.

***Section 2. Procedure:***

***Step 1 - Immediate Supervisor:*** A grievance shall be presented in writing by the aggrieved employee and his/her Association representative, within fourteen (14) calendar days of the occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within twenty (20) working days. If a grievance is not pursued to the next level within five (5) working days, it shall be presumed resolved.

***Step 2 - Sheriff-Director:*** If, after thorough evaluation, the decision of the supervisor has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Sheriff-Director. All letters, memoranda, and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Sheriff-Director. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within twenty (20) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

***Step 3 – Office of Labor Relations:*** If the decision of the Sheriff-Director has not resolved the grievance the grievance may be presented to the Office of Labor Relations, which shall render a decision on the grievance within twenty (20) working days.

***Step 4 - Request for Arbitration:*** Either the County or the Association may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes arbitrated except that written reprimands are not subject to Step 4 of the grievance procedure. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of 11 arbitrators furnished by the American Arbitration Association AAA Dispute Resolution Panel. The arbitrator will be selected from the list by both the County representative and the

Association representative each alternately striking a name from the list until one name remains. The arbitrator shall render a decision within 30 days and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to, the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf and their attorney's fees, if applicable.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

There shall be no strikes, cessation of work, or lockout during such conferences or arbitration. Time restrictions may be waived by consent of both parties.

***Section 3. Multiple Procedures:*** If employees have access to multiple procedures for adjudicating grievances, the selection by the employee of one procedure will preclude access to other procedures; selection is to be made no later than at the conclusion of Step 3 of this grievance procedure.

***Section 4. Procedures:*** A grievance challenging a disciplinary transfer may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In conducting disciplinary investigations, the County will comply with all relevant ordinances and departmental rules, and additionally will allow an employee who is the subject of a disciplinary interview or hearing to privately confer with an Association representative during the interview or hearing. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately, and the Office of Labor Relations shall render a decision within twenty (20) working days of the date the employee is accused of the violation or is relieved of duty. Employees who have been relieved of duty may request and shall have approved, the utilization of accrued vacation and/or holiday hours.

***Section 5. Just Cause Standard:*** No employee may be discharged, suspended without pay or disciplined in any way except for just cause. In addition, the County will employ the concept of progressive discipline.

***Section 6. Probationary Period:*** All newly hired and promoted employees must serve a probationary period of one year as defined in R.C.W. 41.14 and Civil Service Rules. Sheriff's Civil Service Rules specify that the probationary period is an extension of the hiring process; therefore, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

***Section 7. Parties to the Agreement:*** In as much as this is an agreement between the County and the Association, no individual may without Association concurrence, make use of the provisions of this Article.

## ARTICLE 13: ASSOCIATION USE OF BULLETIN BOARDS AND INTERNET

The employer agrees to permit the Association to post on County bulletin boards, the announcement of meetings, election of officers, and any other Association material. The employer agrees to permit the Association the use of County e-mail to post the announcement of meetings, election of officers, and collective bargaining materials. The Association agrees to follow the County's e-mail policy as per Memorandum of Agreement (Document Code: 000U0108), "Internet Technology Acceptable Use Policies" (Attached as Addendum B with MOA attachments; Document Code: 181C0113_Addendum B_000U0108.pdf), to the extent that it does not conflict with this Article.

## ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full

force and effect.

## ARTICLE 15: WORK AND STOPPAGE AND EMPLOYER PROTECTIONS

***Section 1.*** The parties agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bonafide, or other interference with County functions by employees under this Agreement and should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

***Section 2.*** Upon notification in writing by the County to the Association that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall publicly order such Association employees to cease engaging in such a work stoppage.

***Section 3.*** Any employee who commits any act prohibited in this article will be subject to the following action or penalties:

1. Discharge.
2. Suspension or other disciplinary action as may be applicable to such employee.

## ARTICLE 16: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

The parties agree that in the event they enter into memoranda of understanding during the life of this agreement, such agreements are binding when signed by authorized representatives of the

parties. No ratification process is required.

## ARTICLE 17: REDUCTION-IN-FORCE

Employees laid off as a result of a reduction in force shall be laid off according to seniority within the classification, with the employee with the least time being the first to go. In the event there are two or more employees eligible for layoff within the Department with the same classification and seniority, the Department Director will determine the order of layoff based on employee performance.

Employees laid off in accordance with the provisions of this article will be eligible for rehire into positions of the same classification in the inverse order of layoff.

## ARTICLE 18: TRANSFERS

***Section 1. Request for Transfer:*** Employees may submit written requests for transfer or reassignment to another division, shift, squad, or unit and such requests shall be given full consideration by the Department.

***Section 2. Involuntary Transfers:*** When an employee is transferred or reassigned involuntarily and such transfer or reassignment produces significant hardship on the employee or his/her family due to excess travel time, expense, or other factors, the Department will give full consideration to these factors and respond to viable alternatives proposed by the employee or the Union with written justification for the transfer. Employees will be given 14 calendar days notice prior to the actual permanent transfer. Transfers due to exigent circumstances may occur as soon as necessary.

***Section 3. Disciplinary Transfers:*** When a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of Article 12.

## ARTICLE 19: BILL OF RIGHTS

In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In investigative matters relating to job performance, the following guidelines shall be followed:

***Section 1.*** "Interrogation" as used herein shall mean any questioning by an agent of the County who is investigating conduct by the employee being interrogated which could result in suspension, demotion, or discharge.

***Section 2.*** Before interrogation, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver of the Association's right to request bargaining information.

***Section 3.*** Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

***Section 4.*** Any interrogation (which shall not violate the employee's constitutional rights) shall take place at the King County Sheriff's Office, except when impractical. The employee shall be advised of their right to representation and afforded an opportunity and facilities to contact and consult privately with an attorney of their own choosing and that person may be present during the interrogation, but may not participate in the interrogation except to counsel the employee. Additionally, an employee shall be advised of their right to and shall be allowed Association representation to the extent allowed by law.

***Section 5.*** The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.

***Section 6.*** The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

***Section 7.*** The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

***Section 8.*** There shall be an Association representative present as an ex officio observer on accident review boards, shooting review boards, or use of force review boards. The Employer will provide the Association with copies of the findings of all review boards.

***Section 9.*** Administrative Investigations must be completed within 180 days of the matter coming to the Internal Investigations Unit (IIU). In the event the Sheriff believes an extension beyond 180 days is necessary, and the County establishes that it has acted with due diligence and the

investigation could not reasonably be completed, the Sheriff will contact the Association prior to the expiration of the 180 days advising of the need for extra time. Any extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time, however the reasonableness of the timeframe will be gauged by assessing the seriousness of the alleged conduct and the importance of the missing information.

**a.** The 180 day period shall be suspended when there is a decision by the Executive requesting an inquest until the inquest is completed, and also when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority, is being prosecuted at the local, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved in a fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney.

**(1)** In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the County, and the Sheriff's Office receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Sheriff's Office will have up to an additional sixty (60) days to complete its administrative investigation.

**(2)** Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

**(3)** Nothing in this article prohibits the County from disciplining (provided just cause exists) an officer convicted of a crime.

## ARTICLE 20: EXECUTIVE LEAVE

***Section 1.*** Employees in the position of Employee work in a bona fide executive/administrative capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act. Employees are expected to work the hours required to accomplish the duties of their positions.

Based on their exemption from overtime pay, Employees shall be granted ten (10) days of noncumulative paid Executive Leave each calendar year.

***Section 2.*** An employee appointed to the rank of Employee after January 1st of any calendar year shall, for the calendar year in which appointed, be granted a prorated share of the ten (10) days of Executive Leave based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon appointment.

***Section 3.*** Executive Leave shall be administered in the same manner as vacation leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted, or it will be lost. There shall be no cash out of Executive Leave.

**ARTICLE 21: ALTERNATIVE WORK SCHEDULES**

Nothing in this agreement shall preclude employees from working an alternative work schedule. Alternative work schedules shall be negotiated by the Association and must have departmental and Human Resources Division of the Department of Executive Services approval. Denial of an alternative work schedule by the Department shall not be subject to the grievance procedure.

**ARTICLE 22: ON CALL DUTY OFFICER LEAVE**

***Section 1.*** The assignment of Command Duty Officer (CDO) requires flexible work hours so that the CDO is available on a 24 hour, 7 days per week basis. All personnel assigned as CDO are expected to work at least four (4) hours graveyard shift (2200 to 0600 hours) during their assigned CDO week days (Monday – Friday). An employee typically receives two weekly CDO assignments per year. Recognizing that Employee's core hours are primarily dayshift hours, effective January 1, 2011, Employees will receive two (2) days of On Call Duty Officer Leave for the CDO assignment.

***Section 2.*** On Call Duty Officer Leave shall be administered in the same manner as Executive Leave, and will be available to Employees on January 1st of each year. Should Management change the CDO work hour's requirement at any time during a calendar year, the CDO Leave previously credited will remain in effect for that year. If in the subsequent year the CDO hours requirement is changed so that no change in normal or core work hours is required, then no member will be due the leave.

**ARTICLE 23: CIVILIAN REVIEW**

The King County Office of Law Enforcement Oversight (OLEO) will provide a professional

presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public.

***Section 1.*** The OLEO will actively monitor all Sheriff's Office internal investigations. In addition, OLEO may monitor any incidents involving an officer's use of force, and Critical Incidents. Critical Incidents include the use of deadly force, officer-involved shootings, uses of force (including intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization, and in-custody deaths.

Periodically, the King County Council may certify an issue outside the scope of authority outlined above. The Council may certify such issue by majority vote if events or facts highlight the issue as one of concern to the public.

***Section 2.*** The OLEO may receive complaints from any complaining party, including, without limitation, citizens or employees of the Sheriff's Office. The OLEO will forward all complaints to the Internal Investigations Unit (IIU) within three business days for processing and, when appropriate, investigation. The OLEO will not conduct independent disciplinary investigations, but may participate in interviews as provided herein.

***Section 3.*** OLEO staff shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the administrative investigation team. OLEO staff shall be stationed at the Command Post and interact with the administrative team as liaison with the CID. After the initial investigation is complete and scene secured, a representative from the CID will escort the OLEO representative through the scene.

***Section 4.*** OLEO staff shall have the opportunity to attend shooting review or use of force review boards as a non-voting member. If a driving review board involves a Critical Incident, OLEO staff may attend such review boards as a non-voting member.

***Section 5.*** In addition to complaints received by the OLEO, IIU will provide copies of all other complaints to the OLEO within three business days. Once the case is closed, the OLEO will return all case file materials and any other records to IIU for retention, including copies. The OLEO will have subsequent access to closed cases for up to two years solely for reporting purpose, unless there is a legitimate business necessity to review older files.

***Section 6.*** The OLEO will have the opportunity to make a recommendation for mediation to the Sheriff, prior to investigation, except in cases of complaints of serious matters (complaints that could lead to suspension, demotion or discharge). In the event the Sheriff's Office, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and the complaint will be administratively dismissed. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith. Moreover, any records related to mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding except to enforce this section. The parties agree that "serious" matters are not eligible for this mediation option.

***Section 7.*** Once any complaint is received by the IIU, it shall be submitted to the chain of command for review pursuant to the King County General Orders Manual Policy. When either the Sheriff or her/his designee determines that the allegations warrant investigation, such investigation shall be approved, and IIU will initiate the investigative process.

***Section 8.*** IIU will notify the OLEO of all administrative interviews on all complaints of a serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints originating at the OLEO. A single OLEO representative from the OLEO may attend and observe interviews, and will be given the opportunity to ask questions that are within the scope of permissible investigative questioning after the completion of questioning by the Sheriff's Office. The OLEO will not participate in criminal investigations of Sheriff's Office employees 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 the OLEO.

***Section 9.*** Upon completion of internal investigations, IIU will forward a complete copy of the case file to the OLEO for review. The OLEO will determine, in writing, whether the investigation was thorough and objective in the opinion of the Director of the OLEO.

***Section 10.*** As a part of the review process, the Director of the OLEO may believe that additional investigation is needed on issues he/she deems material to the outcome. If there is any dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the requested additional investigation, the IIU Commander will determine whether additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the King County Executive, whose decision will be final. Once the matter has been referred to and resolved by the Executive, the investigation will be completed consistent with the determination by the Executive. After completion of the additional investigation, or the conclusion that no further investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the Director of the OLEO, the internal investigation was thorough and objective. This determination will be made within five (5) business days. Once the above finding is entered in the investigation, the OLEO will not be involved further in the processing of that case except as provided herein.

***Section 11.*** All final disciplinary decisions will be made by the Sheriff.

***Section 12.*** The OLEO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or the Notice of Finding in the event that the complaint is not sustained.

***Section 13.*** The OLEO will be notified by IIU within five (5) business days of case closure of all complaints of a Serious Matter and all complaints originally filed with the OLEO. The OLEO, in addition to the Sheriff's Office's written Notice of Finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings within the context of this Article.

***Section 14.*** Any complaining party who is not satisfied with the findings of the Sheriff's Office concerning their complaint may contact the OLEO to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be subject to discipline twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate

burden of establishing compliance with this section rests with the County in any subsequent challenge to the discipline. Moreover, this section is subject to the 180 day limitation contained in Article 19, Section 9 of this Agreement.

***Section 15.*** In addition to the investigative process, the OLEO will have unimpeded access to all complaint and investigative files for auditing and reporting purposes. The OLEO shall not retain investigative files beyond one year and will return the same to IIU for safekeeping. At all times and including, without limitation, issuing written reports, no employee of the OLEO will release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OLEO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Sheriff in specific cases. The parties agree that this Agreement does not prohibit OLEO from having access to previously reviewed records after one year should another complaint involving the same employee be filed.

***Section 16.*** The OLEO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in Sheriff's Office policies to improve the quality of police investigations and practices. Nothing herein shall be construed as a waiver of the Association's right to require the County to engage in collective bargaining as authorized by law.

## ARTICLE 24: EARLY INTERVENTION SYSTEMS

***Section 1.*** The County shall implement an Early Intervention System. The Early Intervention System will be designed as an integral component of the Department's performance appraisal process. Any documentation of the application of the Early Intervention System to any member of the bargaining unit will not be recorded in any manner in that employee's performance appraisal forms. The parties recognize that, because Early Intervention is integrally related to the performance review process, any documentation involving an officer's identification for or participation in the program will be confidential and not subject to public disclosure.

***Section 2.*** The Early Intervention System will be a data-based management tool designed to identify employees whose performance exhibits potential problems. In response to identified issues,

the County shall provide interventions (usually counseling or training) to correct those concerns. The Early Intervention System is only intended to identify performance problems that do not warrant disciplinary action but suggest that an employee may be having problems dealing with workplace issues. The "alerts" generated by the system shall not become permanent records themselves, and will not be retained on the system longer than 90 days.

***Section 3.*** The Early Intervention System shall be completely separate from the disciplinary system. Neither IIU nor the King County Office of Law Enforcement Oversight (OLEO) shall have access to early intervention records of any kind. An intervention is not discipline. It will be designed to help employees improve performance through counseling, training or coaching. No record of participation in an Early Intervention Program will be placed in the employee's personnel file or admitted by the County in any disciplinary proceeding for any purpose, unless the issue is initially raised by the Association.

***Section 4.*** An employee may have access to a read only version of the data related to that employee. These data or indicators are usually already collected in other databases in the agency. The Association will be provided thirty (30) days advance notification when the KCSO has selected the list of indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors. The KCSO will meet to discuss the indicators with the Association upon request and discharge its obligation to bargain, if any, that the law requires.

## ARTICLE 25: PERFORMANCE EVALUATIONS

***Section 1.*** An annual performance appraisal shall be conducted by the employee's immediate supervisor.

***Section 2.*** The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

***Section 3.*** If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

**STEP 1**

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. This meeting shall be scheduled within 10 days. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

**STEP 2**

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. This meeting shall be scheduled within 10 days. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

**STEP 3**

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the Director of Human Resources, a hearing before the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met within 10 days. This determination shall be appealable to the

PAS Review Board as a preliminary matter.

The appeal shall be considered by the PAS Review Board within 60 days. The PAS Review board shall consist of a total of six (6) members, three (3) selected by the Association and three (3) selected by the Department. Each Board member must agree to spend a minimum of at least one-year on the Board. Any Board member who has been actively involved in conducting a performance appraisal of an employee appealing to the Board shall recuse him or herself from hearing the appeal of that employee.

The employee shall be solely responsible for presenting his/her perspective of the appraisal to the Board. The supervisor or commanding officer responsible for evaluating the employee shall be solely responsible for presenting his/her perspective of the appraisal to the Board.

The Board shall review the relevant evidence and vote to determine to either modify the appraisal or preserve it as written in accordance with the following procedures:

**1.** Each member of the Board must agree that his or her vote, and the votes of others, shall remain confidential. Unauthorized disclosure of such information shall be just cause for removal from the Board.

**2.** At the conclusion of the hearing, the Board shall initially seek to reach a consensus resolution. In the event no consensus can be reached, all six (6) members of the Board shall anonymously cast their vote by placing their ballot in a box.

**3.** A member of the Board shall blindly remove and eliminate one ballot from the box. Only the five (5) remaining ballots shall be considered in determining the outcome of the hearing.

The decision of the Board shall be final and not subject to the grievance process or appeal to the Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's chain of command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

***Section 4.*** The Department may use performance appraisals (absent any record of early interventions), along with other relevant information, in determining the appropriateness of promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not

appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by Step 3 above, provided that employees may contest the use of portions of a performance evaluation if they are admitted in a disciplinary proceeding and if those challenged portions of the performance appraisal are not appealable pursuant to Section 3 above.

## ARTICLE 26: DURATION

This contract shall become effective upon ratification by the Association and the conclusion of the approval process by the King County Council and cover the period beginning January 1, 2012 and through December 31, 2015.

**APPROVED** this 5th day of July, 2013.

By: _____

King County Executive

PUGET SOUND POLICE MANAGERS ASSOCIATION:

_____

Michael Pendrak, President

# ADDENDUM A
# PUGET SOUND POLICE MANAGERS ASSOCIATION

| Job Class Code | Peoplesoft Job Code | Classification Title |
|---|---|---|
| 5130100 | 514101 | Captain |

| Step 1 for 6 months | Step 2 for 12 months | Step 3 Top Step After 18 months |
|---|---|---|
| 106% | 112% | 118% |

***Section 1:***

**a)** Effective January 1, 2013, based upon the above step scale the Captain rates shall be adjusted as follows:

**(1)** Step 1 rates shall be one-hundred six percent (106%) of the top step Sergeant's base monthly pay referenced in the King County Police Officers Guild collective bargaining agreement for the same year.

**(2)** Step 2 rates shall be one-hundred twelve percent (112%) of the top step Sergeant's base monthly pay referenced in the King County Police Officers Guild collective bargaining agreement for the same year.

**(3)** Step 3 Top Step rate shall be one-hundred eighteen percent (118%) of the top step Sergeant's base monthly pay referenced in the King County Police Officers Guild collective bargaining agreement for the same year.

**b)** The monthly base pay rate will be adjusted upon any change in top step Sergeants base monthly pay referenced in the King County Police Officers Guild collective bargaining agreement. In the event any increase in top Sergeants base monthly pay is retroactive, the adjustment for the Captains' base upon such increases shall also be retroactive to the date of the increase for top step Sergeants.

**c)** The change to this pay format shall not work to the detriment of any

bargaining unit member; thus, if the change in pay step impacts a bargaining member negatively, their pay shall remain status quo until such time as their next pay step is greater than their current pay.

***Section 2.***

**a)** All step increases are based upon satisfactory performance during previous service.

**b)** Satisfactory performance shall mean an overall rating of "Meets Standards" or the equivalent on the applicable performance appraisal form.

**c)** If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.

**d)** The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.

**e)** Newly promoted Captains will be placed no lower than the first step of the Captain's pay range.

***Section 3. Longevity/Education Incentive:*** Employees covered by this Agreement shall receive longevity/education incentive payment in accordance with the following schedule:

| **MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Years** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** |
| **Longevity** | | | | **1%** | **2%** | **3%** | **4%** | **5%** | **6%** | **7%** | **8%** | **9%** | **10%** |
| **Associate's Degree** | | | **2%** | | | | | | | | | | |
| **Bachelor's Degree** | | | **4%** | | | | | | | | | | |
| **Master's Degree** | | | **6%** | | | | | | | | | | |

The above percentage rates are based upon the employee's base rate.

**ADDENDUM B**

# MEMORANDUM OF AGREEMENT
# BY AND BETWEEN
# KING COUNTY
# AND
# KING COUNTY COALITION OF UNIONS

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**Subject: Internet Technology Acceptable Use Policies**

**Background:**

**1.** The County has proposed issuing two (2) policies, two (2) guidelines, and one (1) Frequently Asked Questions (FAQs) document; all are regarding the acceptable use of King County Information Assets. The documents' specific titles are:

**A.** Acceptable Use of Information Technology Assets Policy
**B.** Acceptable Use of Information Technology Assets Guidelines
**C.** Employee and Third Party Policy for Information Technology Security and Privacy Policy
**D.** Acknowledgement of Information Technology Security Responsibilities and Confidentiality Guidelines
**E.** Acceptable Use of King County Information Assets FAQs.

Those documents are attached to this Agreement as Addendums A through E.

**2.** This matter was discussed at several Joint Labor Management Partnership Committee meetings in 2007. At the Labor Management Round Table meeting on June 2, 2008, it was agreed that a sub-committee would meet to conclude the negotiations on this matter. The sub-committee consisted of Behnaz Nelson and Dustin Fredrick representing the King County Coalition of Unions, and Patti Cole-Tindall and Jim Meith representing King County.

**3.** The sub-committee has met and this Agreement is the result of those negotiations.

**Agreement:**

**1.** Effective with the signature of the representative of each union, the attached documents will be in effect for employees represented by that union.

**2.** This Agreement applies to all Executive Branch departments except for the Department of Adult and Juvenile Detention (DAJD).

**3.** The parties agree that employees will have access to email communications to conduct official union business at a reasonable level and so as to not interfere with County business. Signatory unions understand that email is not secure or private and is part of the public domain.

## ADDENDUM B

**4.** This Agreement may be modified or rescinded by a subsequent Agreement between the County and any or all of the unions that are a party to this Agreement. Any subsequent agreement will only apply to the parties of such agreement.

**5.** King County and the signatory unions agree that this Agreement fully addresses all the issues associated with this matter.

For American Federation of State, County and Municipal Employees; Washington State Council of County and City Employees, Council 2:

Signature _____ Date _____

Union Representative (print name) _____

For Amalgamated Transit Union, Local 587:

Signature _____ Date _____

Union Representative (print name) _____

For International Association of Fire Fighters, Local 2595:

Signature _____ Date _____

Union Representative (print name) _____

For Graphic Communications Conference International Brotherhood of Teamsters, Local 767M:

Signature _____ Date _____

Union Representative (print name) _____

## ADDENDUM B

For International Brotherhood of Electrical Workers, Local 77:

Signature _____ Date _____

Union Representative (print name) _____

For Office & Professional Employees International Union, Local No. 8:

Signature _____ Date _____

Union Representative (print name) _____

For Public Safety Employees Union:

Signature _____ Date _____

Union Representative (print name) _____

For Service Employees International Union, Local 925:

Signature _____ Date _____

Union Representative (print name) _____

For International Brotherhood of Teamsters Local 117:

Signature _____ Date _____

Union Representative (print name) _____

## ADDENDUM B

For General Teamsters Union, Local 174:

Signature | Date

Union Representative (print name)

For Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763:

Signature | Date

Union Representative (print name)

For Washington State Nurses Association:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, Construction Crafts:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge No. 104:

Signature | Date

Union Representative (print name)

## ADDENDUM B

For Joint Crafts Council, UNITE HERE! Local 8:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, International Association of Machinists & Aerospace Workers, Local 289:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, International Brotherhood of Electrical Workers, Local 46:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, Public Service and Industrial Employees, Local 1239:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, International Union of Operating Engineers, Local 286:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, International Union of Operating Engineers, Local 302:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, Pacific Northwest Regional Council of Carpenters, Local 1797 and Local 131:

Signature | Date

Union Representative (print name)

For Joint Crafts Council, International Union of Painters and Allied Trades, District Council 5, Local 300, Local 1964:

Signature | Date

Union Representative (print name)

For King County Executive Office:

David Martinez, County Chief Information Officer
Office of Information Resource Management | Date

For King County:

Jim Meith, Labor Negotiator
Human Resources Division
Department of Executive Services | Date

# ADDENDUM B

For Animal Control Officers Guild:

Signature _____ Date _____

Union Representative (print name) _____

For International Federation of Professional & Technical Engineers, Local 17:

Signature _____ Date _____

Union Representative (print name) _____

King County

Addendum A

Office of Information
Resource Management

## Information Technology Governance Policies, Standards and Guidelines

| Title | Document Code No. |
|---|---|
| **Acceptable Use of Information Technology Assets Policy** | |
| Chief Information Officer Approval / Date | Effective Date. |
| Revision Date: 9-29-07 | |

## 1.0 PURPOSE:

This policy provides a common standard for the use of King County Information Technology Assets and advises users of these resources of acceptable and prohibited uses. King County provides its users with Information Technology Assets and resources, including workstations, Internet access and electronic communications services for the performance and fulfillment of job responsibilities. Prudent and responsible use begins with common sense and includes respect for the public's trust, the larger networked computing community and the access privileges that have been granted. The use of such resources imposes certain responsibilities and obligations on users and is subject to King County policies and applicable local, state and federal laws. Prohibited use of computing and network resources can lead to consequences affecting the individual user, many other users, and cause service disruptions.

## 2.0 APPLICABILITY:

King County Workforce Members who are using King County Information Technology Assets.

## 3.0 REFERENCES:

3.1 Enterprise Information Security Policy

3.2 King County Information Privacy Policy

3.3 Password Management Policy

3.4 Employee Code of Ethics KCC 3.04

3.5 King County Board of Ethics Advisory Opinion 96-08-1146

## 4.0 DEFINITIONS:

4.1 **Authorization:** The right or permission to use a computer resource.

4.2 **Authorized User:** A user with the right or permission to use a computer resource.

4.3 **Computing Resources:** Any computer based system available to a King County employee. This can be a computer, database, network device, server, printer etc.

4.4 **Information Asset:** A definable piece of information, information processing equipment, or information system, that is recognized as "valuable" to the Organization that has one or more of the following characteristics:

- Not easily replaced without cost, skill, time, or other resources;
- Part of the Organization's identity, without which the Organization may be threatened.

4.5 **Minimal Personal Use**: Use that:

- Is brief in duration and frequency;
- Does not interfere with or impair the employee's ability to perform work;
- Does not interfere with or impair the conduct of official County business;
- Results in negligible or no expense to the County;
- Is not a Prohibited Use of Information Technology Assets as identified in section 5.3 in this policy.

4.6 **Organization:** Every county office, every institution, and every department, division, board and commission.

4.7 **System**: Software, hardware and interface components that work together to perform a set of business functions.

4.8 **User:** Any individual utilizing or affecting county computer resources or information technology resources including but not limited to performing work for King County utilizing a personal computer, workstation, laptop or terminal, including but not limited to any employee, contractor, consultant, or other worker.

**Note:** the term "user" is used in the general sense and is not intended to imply or convey to an individual any employment status, rights, privileges, or benefits.

4.9 **Workforce Member:** Employees, volunteers, and other persons whose conduct, in the performance of work for King County, is under the direct control of King County, whether or not they are paid by King County. This includes full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to King County.

**Note:** the term "workforce member" is used in the general sense and is not intended to imply or convey to an individual any employment status rights, privileges, or benefits.

## 5.0 POLICIES:

5.1 **Ownership**: King County Information Technology Assets are the property of King County government.

5.2 **Acceptable Use of Information Technology Assets:** Users shall ensure that King County Information Technology Assets are used appropriately for King County business. Users shall use these Information Technology Assets to increase productivity, facilitate the efficient and effective performance of their duties, and meet the daily operational and business requirements of King County, including but not limited to the following illustrative list, to:

5.2.1 Perform assigned responsibilities and duties;

5.2.2 Support King County and Organization activities;

5.2.3 Access authorized work-related information;

5.2.4 Communicate and collaborate with colleagues on work-related issues;

5.2.5 Improve work-related skills when approved by management;

5.2.6 Use applications and access information available on King County's Internet and Intranet sites;

5.2.7 Access Internet hosted on-line reference and information sources such as phone directories, online dictionaries, search engines, subscription resources, or mapping and weather services if such use is appropriate for business use, adds value to the Organization, increases employee efficiency, or avoids costs that would otherwise be incurred by King County for such referenced services;

5.2.8 Access Internet based training resources approved and/or provided by King County;

5.2.9 Perform statutory and regulatory activities;

5.2.10 Comply with King County information technology security policies, standards, procedures and methods, and federal, state, and local laws concerning computers, networks and personal conduct;

5.2.11 Interact for personal use by employees with human resource, time accounting, compensation, and employee benefits and health administration programs managed by or administered for King County.

5.3 **Prohibited Use of Information Technology Assets:** Users shall refrain from using King County Information Technology Assets for prohibited uses at all times, including during breaks or outside of their regular business hours. Prohibited use of Information Technology Assets is subject to disciplinary action up to and including termination from county employment. Prohibited uses includes but is not limited to the following illustrative list of actual or attempted use of Information Technology Assets to:

5.3.1 Conduct private or personal for-profit or unauthorized not-for-profit activities. This includes use for private purposes such as business transactions, private advertising of products or services, and any activity meant to foster personal gain;

5.3.2 Conduct any political activity;

5.3.3 Conduct any solicitation for any purpose except those officially sanctioned by King County such as the County Charitable Campaign;

5.3.4 Access any restricted, non-public Computing Resources, databases, Systems, etc. inside or outside of King County to which they may have legitimate access, to perform their assigned duties, for non-assigned (personal) purposes;

5.3.5 Conduct any unlawful activities as defined by federal, state, and local laws and/or regulations;

5.3.6 Create, access, display or transmit sexually explicit, indecent, offensive, harassing or intimidating, obscene, pornographic, defamatory, libelous material or material that could reasonably be considered discriminatory, offensive, threatening, harassing, or intimidating, except as a necessary part of bona fide work related activities;

5.3.7 Create, access, or participate in online gambling;

5.3.8 Infringe on any copyright, trademark, patent or other intellectual property rights, including copying and/or using software, images, music, movies, or other intellectual property;

5.3.9 Make copies of King County licensed software for use on non-King County computers unless explicitly authorized by the licensing agreement;

5.3.10 Knowingly perform any activity that could cause the loss, corruption of, or prevention of rightful access to data or the degradation of System or network performance;

5.3.11 Distribute King County data and information without following appropriate disclosure processes or obtaining proper authorization;

5.3.12 Engage in any activity that endangers the public;

5.3.13 Engage in any activity that results in additional cost to King County that would not normally be incurred as part of doing business;

5.3.14 Attempt to subvert the security of the King County network or network resources outside King County;

5.3.15 With the exception of authorized personnel having proper permission to do so, intercept communications of any type, intended for other persons or Systems;

5.3.16 With the exception of authorized personnel doing bonafide work and following the provisions of the Password Management Policy, use another King County user's access privileges or user account for any reason;

5.3.17 Attempt to modify or remove computer equipment, components, software, or peripherals without proper authorization;

5.3.18 Monitor or record the electronic activities or conversations of other individuals unless explicitly authorized and in the performance of properly assigned duties;

5.3.19 Scan or monitor ports or network nodes unless explicitly authorized and in the performance of assigned duties by the organization responsible for the target Information Technology Assets;

5.3.20 Knowingly access, use, copy, modify, or delete files, data, user accounts, access rights, logs, applications, system functions, drivers, or disk space

allocations associated with King County Information Technology Assets without proper authorization;

5.3.21 Knowingly create or forward hoaxes, chain letters, Ponzi, or other pyramid schemes of any type, regardless of content, sources or destinations;

5.3.22 Forge email header information;

5.3.23 Knowingly download, install or run security programs or utilities that reveal weaknesses in the security of a System without Organization management authorization;

5.3.24 Knowingly circumvent user authentication or security of any host, network or account no matter whether it belongs to King County or some other entity;

5.3.25 Knowingly mask the identity of an account or machine without specific and properly authorized authority, including but not limited to sending anonymous email;

5.3.26 Knowingly hack into Systems and databases or act to disrupt Systems or cause unnecessary network congestion or application delays;

5.3.27 Knowingly interfere with or unreasonably deny service to any other authorized user, unless duly authorized;

5.3.28 Knowingly use any program/script/command, or send messages of any kind, with the intent to interfere with or disable a user's session via any means, locally or through the network except as identified in 5.3.27 above;

5.3.29 Knowingly establish connections that create routing patterns that are inconsistent with the effective and shared use of King County Information Technology Assets;

5.3.30 Knowingly use King County Information Technology Assets to engage in acts that deliberately waste Information Technology Assets or unfairly monopolize these resources to the exclusion of others.

5.4 **Minimal Personal Use:** Users may use King County Information Technology Assets for Minimal Personal Use, provided that the use is not prohibited as defined in section 5.3, and provided the use has the appearance of professionalism even if it is not used in a public setting.

5.5 **No Expectation of Privacy:** Although users may be expected to maintain the privacy and confidentiality of information to which they have access, they are not guaranteed personal privacy for any activity in which they engage utilizing County Computing Resources. This includes legitimate county purposes, Minimal Personal Use, violations of acceptable use or any other use. This includes, but is not limited to, word processing documents, spreadsheets, databases, electronic and voice mail, and Internet access. Users should be aware that all activity undertaken on any King County Information Technology Assets, including legitimate county purposes, Minimal Personal Use, violations of acceptable use or any other purpose, is subject to monitoring, recording and intervention by Organization management for the purpose of System update, maintenance, security and compliance with countywide and

Organization-specific policies and standards. Any use of King County Information Technology Assets constitutes user consent to such monitoring, recording and intervention. Users expecting privacy for their Minimal Personal Use should use a different means of communication. Users should be aware that electronic communications could be forwarded, intercepted, printed, and stored by others and are not subject to personal privacy expectation and may be disclosed pursuant to public disclosure laws and rules of discovery in the event of lawsuits.

5.6 **Review and Inspect:** Organizations reserve the right to retrieve and read any data composed, transmitted or received through online connections and/or stored. Electronic communications shall be open to inspection or review by Organization management to comply with local, state and federal regulations as well as any applicable policies.

5.7 **Notice of Acceptable Use:** Organizations shall provide notice of this policy to all users of King County Information Technology Assets by displaying an Acceptable Use Banner on all computers as part of the standard log-on procedure with the following language as a minimum standard:

*"This system is the property of King County and is provided for authorized business use only as defined in the King County Acceptable Use of Information Technology Assets policy. Any use of this system may be monitored, recorded, audited and disclosed to authorized County and/or law enforcement personnel. Unauthorized or improper use of this system may result in discipline, up to and including termination, as well as potential civil or legal penalties. By using this system you indicate your awareness and consent to the above policy."*

A similar banner must be displayed on all information technology points of entrance into King County including but not limited to virtual private networks (VPN), public wireless access points, and dial-in modem connections.

5.8 **Prior Approval to Access Unacceptable Content:** For users, who as part of their regular job responsibilities access Internet web sites generally considered to be unacceptable, Organization management must provide written approval in advance to authorize such access.

5.9 **Investigate Prohibited Use:** Organizations shall investigate violations of this policy on a case-by-case basis and discipline users according to King County policy, guidelines and practices.

## 6.0 RESPONSIBILITIES:

6.1 **Users** understand the expectations of this policy and accept personal responsibility for adhering to its provisions.

6.2 **Organization management** makes users aware of this policy and educates them about its content and requires that employees acknowledge receipt of such policy and the impacts of violating it.

6.3 **Organization IT management** ensures that at a minimum all PCs and Servers display the "Notice of Acceptable Use" above.

King County

Addendum B

Office of Information
Resource Management

## Information Technology Governance Policies, Standards and Guidelines

| Title | Document Code No. |
|---|---|
| **Acceptable Use of Information Technology Assets Guidelines** | |
| Chief Information Officer Approval / Date | Effective Date. |
| Revision Date: 9-29-07 | |

## 1.0 PURPOSE:

These guidelines advise users of King County Information Assets on acceptable and prohibited uses. King County provides its users with Information Technology Assets and resources, including workstations, Internet access and electronic communications services for the performance and fulfillment of job responsibilities. Prudent and responsible use begins with common sense and includes respect for the public's trust, the larger networked computing community and the access privileges that have been granted. The use of such resources imposes certain responsibilities and obligations on users and is subject to King County policies and applicable local, state and federal laws. Prohibited use of computing and network resources can lead to consequences affecting the individual user, many other users, and cause service disruptions.

These guidelines, while not exhaustive, are intended to provide illustrations and guidelines for best practices of acceptable conduct by users of King County Information Technology Assets.

## 2.0 REFERENCES:

2.1 Enterprise Information Security Policy

2.2 Acceptable Use of Information Technology Assets Policy

2.3 King County Information Privacy Policy

2.4 Password Management Policy

2.5 Employee code of Ethics KCC 3.04

2.6 King County Board of Ethics Advisory Opinion 96-08-1146

## 3.0 DEFINITIONS:

3.1 **Authorization:** The right or permission to use a computer resource.

3.2 **Authorized User:** A user with the right or permission to use a computer resource.

3.3 **Computing Resources:** Any computer based system available to a King County employee. This can be a computer, database, network device, server, printer etc.

3.4 **Information Asset:** A definable piece of information, information processing equipment, or information system, that is recognized as "valuable" to the Organization that has one or more of the following characteristics:

- Not easily replaced without cost, skill, time, or other resources;
- Part of the Organization's identity, without which the Organization may be threatened.

3.5 **Minimal Personal Use**: Use that:

- Is brief in duration and frequency;
- Does not interfere with or impair the employee's ability to perform work;
- Does not interfere with or impair the conduct of official County business;
- Results in negligible or no expense to the County;
- Is not a Prohibited Use of Information Technology Assets as identified in section 5.3 in the Acceptable Use of Information Technology Assets Policy.

3.6 **Organization:** Every county office, every institution, and every department, division, board and commission.

3.7 **System**: Software, hardware and interface components that work together to perform a set of business functions.

3.8 **User:** Any individual utilizing or affecting county computer resources or information technology resources including but not limited to performing work for King County utilizing a personal computer, workstation, laptop or terminal, including but not limited to any employee, contractor, consultant, or other worker.

**Note:** the term "user" is used in the general sense and is not intended to imply or convey to an individual any employment status, rights, privileges, or benefits.

3.9 **Workforce Member:** Employees, volunteers, and other persons whose conduct, in the performance of work for King County, is under the direct control of King County, whether or not they are paid by King County. This includes full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to King County.

**Note:** the term "workforce member" is used in the general sense and is not intended to imply or convey to an individual any employment status rights, privileges, or benefits.

## 4.0 GUIDELINES:

### 4.1 Daily Use

4.1.1 Users should not engage in any activity that would compromise the security and privacy of King County information technology resources, including but not limited to disabling virus protection, patch management or any other type of desktop management software.

4.1.2 Users should be mindful of the impact their activities have on King County shared Information Technology Assets and other users and on the need to be responsible stewards of the public's trust.

4.1.3 Users should not use King County Information Technology Assets for games, Internet radio or music, instant messaging or Internet chat applications.

4.1.4 Users should avoid using King County Information Technology Assets to watch streaming video unless necessary in the course of their duties.

4.1.5 Users should log off the network or have a password-protected screen saver in operation when they leave their PC unattended for more than five (5) minutes.

4.1.6 Users should log off the network at the end of the day since engaging a password protected screen saver is not recommended for overnight protections.

4.2 **Privacy**

4.2.1 Users should respect the privacy of others.

4.2.2 Users should use privacy screens in public areas where confidential information must be accessed.

4.2.3 Users should not forward information identified as "confidential" or "attorney client privileged" or "privileged" without permission of the author.

4.3 **Internet Use**

4.3.1 Users who inadvertently access unacceptable content on the Internet should notify organization management and provide an explanation of how, when and why the access happened.

4.3.2 Users should not post King County information to external newsgroups, bulletin boards, or other public forums without prior authorization.

4.3.3 Users should not make unauthorized statements or commitments on behalf of King County or the Organization, or post an unauthorized home page or similar web page.

4.4 **Electronic Communications**

4.4.1 Users should not access personal internet email accounts. Accessing personal mail bypasses several layers of security protection and can introduce malicious software into King County Systems.

4.4.2 Users should use extreme caution when opening email attachments, especially those received from unknown senders. These attachments may introduce malicious code into the King County network or Systems, such as viruses, logic bombs, or Trojan horses.

4.4.3 Users should clearly and accurately identify themselves on all electronic communications.

4.5 **Downloading Software**

4.5.1 Users should be aware that downloading of any software products using King County Information Technology Assets may be subject to licensing and contractual agreements.

4.5.2 Users should not download software of any kind from the Internet without the knowledge of their IT group. Such downloads can be accompanied by malicious code that could adversely affect King County's network or Systems.

4.5.3 Users should not use King County Internet access to download games or other entertainment software, or play games.

4.6 **Use of Information Technology Assets**

4.6.1 Users who access external networks should abide by the policies and procedures of these networks.

4.6.2 Users should exercise good judgment in their Minimal Personal Use of King County Internet access or email as defined in this policy. All Minimal Personal Use should be conducted during the employee's break times.

4.6.3 Users should use King County Information Technology Assets consistent with accepted Organization standards and in compliance with this policy.

4.6.4 Users should respect the confidentiality, availability and integrity of King County Information Technology Assets.

4.6.5 Users should not permit the use of King County owned Information Technology Assets by anyone not specifically authorized in this Policy. This includes, but is not limited to, use of laptops, PCs, and PDAs.

4.7 **Remote Access**

4.7.1 Users should not knowingly use remote control software on any internal or external host personal computers or Systems that organization management or Information Technology has not specifically authorized.

4.7.2 Users should not knowingly attach unauthorized modems to PCs, workstations or servers.

4.7.3 Users should not knowingly divulge dialup or dial-back modem phone numbers to anyone.

4.7.4 Users should not knowingly provide VPN access information to anyone without authorization.

King County

Addendum C

Office of Information
Resource Management

## Information Technology Governance Policies, Standards and Guidelines

| Title | Document Code No. |
|---|---|
| **Employee and Third Party Policy for Information Technology Security and Privacy Policy** | |
| Chief Information Officer Approval / Date | Effective Date. |

## 1.0 PURPOSE:

This policy establishes the information security and privacy practices related to hiring, user access to and confidentiality of King County Information Technology Assets, training, management oversight and reporting, performance reviews, discipline up to and including separation, and procurement contracts. These practices begin before employment or contract commencement, personnel guidelines and contract language that articulate expectations for information security and privacy, and continue until separation from employment or contract termination. The intent of this policy is to reduce risks to King County from errors, theft, fraud or misuse by employees and third parties.

## 2.0 APPLICABILITY:

King County Workforce Members (as defined in the Acceptable Use Policy) who are using King County Information Technology Assets or Resources.

## 3.0 REFERENCES:

3.1 Enterprise Information Security Policy.

3.2 RCW 42.17 (Washington Public Disclosure Act).

3.3 Acknowledgement of Information Technology Security Responsibilities and Confidentiality Guidelines.

3.4 Acceptable Use of Information Technology Assets Policy.

3.5 Incident Response Guidelines.

## 4.0 DEFINITIONS:

4.1 **Acknowledgement of Information Technology Security Responsibilities and Confidentiality (AISRC):** This is a combination of a non-disclosure document and an acknowledgement of employee responsibilities relative to Information Technology Security and privacy.

4.2 **Computer-Related Position Of Trust:** This is a position that has elevated network and/or system privileges, including but not be limited to LAN administrators, systems

engineers, network engineers, database administrators, PC support technicians, and help desk technicians.

4.3 **Elevated Network And/Or System Privileges:** Network and/or system rights and/or responsibilities that are greater than those of a standard data user. Functions performed by individuals having these privileges may include but are not limited to:

- Creating, deleting or modifying network, e-mail, or database user accounts;
- Resetting passwords on any system;
- Performing routine network (LAN/WAN), database, or PC maintenance and support;
- Having discretion and ability to grant rights to any system or information asset higher than the user's default rights.

4.4 **Information Asset:** A definable piece of information, information processing equipment, or information system, that is recognized as "valuable" to the Organization and that has one or more of the following characteristics:

- Not easily replaced without cost, skill, time, or other resources;
- Part of the Organization's identity, without which the Organization may be threatened.

4.5 **Business Owner:** The entity, in this case King County, that is responsible for protecting an Information Technology Asset, maintaining accuracy and integrity of the Information Technology Asset, determining the appropriate data sensitivity or classification level for the Information Technology Asset and regularly reviewing its level for appropriateness, and ensuring that the Information Technology Asset adheres to policy.

4.6 **Information System:** Software, hardware and interface components that work together to perform a set of business functions.

4.7 **Least Privilege:** Granting a user only those access rights required to perform official job duties.

4.8 **Non-Disclosure Agreement (NDA):** A legally binding document that protects the confidentiality of ideas, designs, plans, concepts, proprietary commercial material, vital government information, or personal information. Every NDA is subject to the provisions of the Washington Public Disclosure Act (RCW 42.17).

4.9 **Organization:** Every county office, every officer, every institution, and every department, division, board and commission.

4.10 **Separation Of Duties:** The practice of purposefully dividing roles and responsibilities, so a single individual cannot subvert a process.

4.11 **Third Party:** Any person, group of persons or organization that has a business relationship with the county.

4.12 **User:** Any individual performing work for King County utilizing a personal computer, workstation, laptop or terminal, including but not limited to any employee, contractor, consultant, or other worker. Each term is used in the general sense and is not

intended to imply or convey to an individual any employment status, rights, privileges, or benefits.

4.13 **Workforce Member:** Employees, volunteers, and other persons whose conduct, in the performance of work for King County, is under the direct control of King County, whether or not they are paid by King County. This includes full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to King County.

## 5.0 POLICIES:

5.1 **Employee Acknowledgement of Information Technology Security Responsibilities and Confidentiality (AISRC).**

5.1.1 **Employee AISRC:** An employee whose job function requires access to proprietary, secure or confidential information shall be required to sign a AISRC as a condition of employment. Organizations shall maintain on file the signed AISRC.

5.2 **User Access:** Organizations must have formal documented procedures in compliance with this policy for authorizing appropriate access to Information Technology Assets that includes granting different levels of access to Information Technology Assets, tracking and logging authorization of access to Information Technology Assets, and regularly reviewing and revising, as necessary, authorization of access to Information Technology Assets.

5.2.1 **Granting Access:** The Business Owner shall explicitly grant access to Information Technology Assets based on Least Privilege to an employee or Third Party and shall not allow access by default.

5.2.2 **Gaining Access:** Employees or Third Parties shall not attempt to gain access to Information Technology Assets for which they have not been given proper access authorization.

5.2.3 **Removing Access:** Organizations shall remove access to all Information Technology Assets and remove network and resource privileges at the time an employee or Third Party is separated from King County or when an employee or Third Party no longer needs to access them.

5.3 **Management Oversight:**

5.3.1 **Oversight:** Organizations shall provide oversight for employees and Third Parties who have access to proprietary, secure or confidential information, or are working in restricted areas that may include specific supervision.

5.3.2 **Contracts:** Organizations shall include the following provision in King County procurement contracts involving proprietary, secure or confidential Information Technology Assets:

"Contractor warrants and represents that each and every Contractor employee working on this contract can meet the following requirements:

- No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, or dishonesty;
- No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers;
- Contractor shall, on an annual basis, confirm that it meets the requirements of this section."

5.3.3 **Vendor NDA:** Organization shall require vendors to sign a non-disclosure agreement when the work requires the vendor to have access to proprietary, secure or confidential information.

5.3.4 **Policy Compliance:** Organizations shall require vendors to adhere to countywide and Organization-specific information security and privacy policies, standards, methods and procedures.

5.4 **Incident Reporting:** Employees and Third Parties shall report to management any incident affecting information security and privacy, and all observed and suspected security weaknesses in or threats to Information Technology Assets.

5.5 **Employee Performance Reviews:** Organizations shall instruct employees regarding compliance with countywide and Organization-specific information security and privacy policies, standards, methods, practices, and procedures for all employees in a Computer-Related Position of Trust and hold them accountable for following such policies. Where applicable and appropriate, adherence to these standards should be considered in employees' performance evaluations.

5.6 **Action for Breaches of Policies and Standards:** Organizations shall utilize appropriate actions or measures for breaches of information security and privacy policies and standards consistent with county policies. Such actions may include but are not limited to termination of access rights, reassignment, and remedial training. Under appropriate circumstances disciplinary action may be appropriate and may result in action up to and including termination and/or criminal prosecution.

5.7 **Separating Employees and Third Parties:**

5.7.1 **Separation of Employees in Computer Related Positions of Trust:** Organizations shall have formal documented procedures for removing access rights of a departing employee in a Computer-Related Position Of Trust or Third Party who has had access to Information Technology Assets.

5.7.2 **Removal of Access Rights:** Organizations shall remove all access rights to Information Technology Assets granted to the employee or Third Party who is being non-voluntarily separated.

5.7.3 **Confidential, Proprietary and Non-Public Information:** The separated employee or Third Party shall not retain, give away, or remove from county premises any county proprietary information (electronic or hardcopy) except (1) personal copies of information disseminated to the public, and (2) personal copies of correspondence directly related to the terms and conditions of employment. At the time of departure, the separated employee or Third Party shall relinquish all other county proprietary information or Information

Technology Assets in his/her custody to his/her immediate King County supervisor or designate.

5.7.4 **County Property:** At the time of separation, the employee or Third Party shall return to his/her immediate King County supervisor or designee all county property in his/her possession, including but not limited to portable computers, printers, modems, software, personal digital assistants, documentation, building keys, lock combinations, encryption keys, and magnetic access cards.

5.7.5 **Physical Access:** Organizations shall deactivate or change all physical security access codes, such as a keypad lock PIN, used to protect Information Technology Assets that are known by the separating employee or Third Party.

5.8 **Separation Of Duties:** Organizations shall structure job functions to ensure a Separation Of Duties and an audit trail of actions taken where collusion could harm King County's information security and/or privacy.

5.9 **New Employees:** Organizations shall inform new employees who access County Information Technology Assets of the countywide and Organization-specific information security and privacy policies, standards, guidelines, methods, practices and procedures.

5.10 **Existing Employees:** Organizations should provide regular updates to employees who access Information Technology Assets, including but not limited to information security and privacy awareness training, updates to Countywide and Organization-specific information security and privacy policies, standards, guidelines, methods, practices and procedures, and process for reporting information security and privacy incidents and vulnerabilities.

## 6.0 EXCEPTIONS:

6.1 Any agency needing an exception to this policy must follow the Information Technology Policy and Standards Exception Request Process using the Policy and Standards Request form. This form can be found on the Office of Information Resource Management policies and procedures Web page at http://kcweb.metrokc.gov/oirm/policies.aspx.

## 7.0 RESPONSIBILITIES:

7.1 **Organization staff** protects the integrity, availability and confidentiality of King County's Information Technology Assets by complying with countywide and Organization-specific information security and privacy policies, standards, method and procedures and the non-disclosure agreement.

7.2 **Third Party** protects the integrity, availability and confidentiality of King County's Information Technology Assets by complying with information security and privacy policies, standards, method and procedures and the non-disclosure agreement with King County.

7.3 **Organization IT management** ensures that access rights are granted and removed accurately and timely.

7.4 **Business Owner** provides clear direction to management and the appropriate IT organization on assignment of access rights to the Information Technology Assets for which they have responsibility.

7.5 **Organization management** ensures that:

7.5.1 Responses are appropriate as outlined in the Incident Response Guidelines (draft) to incident reports as described in section 5.4 or as outlined in agency specific policy or procedure.

7.5.2 Procedures are in place and are followed by staff to notify the appropriate IT organizations of creations, deletions and changes to user access rights and accounts.

7.5.3 Signed AISRCs are maintained on file.

7.5.4 All employees:

7.5.4.1 Receive appropriate Information Security and Privacy information;

7.5.4.2 Understand the countywide and Organization-specific policies, standards, methods and procedures, as appropriate; they must comply with and receive feedback on compliance during performance reviews;

7.5.4.3 Understand the terms and conditions of employment, contract or agreement, and job functions.

7.5.5 All Third Parties with access to county Information Technology Assets shall:

7.5.5.1 Receive necessary security and privacy information related to King County policies, standards, methods and procedures to ensure satisfactory levels of Confidentiality, Integrity and Availability;

7.5.5.2 Understand and comply with King County policies, standards, methods and procedures;

7.5.5.3 Understand the terms and conditions of the contract or agreement;

7.5.5.4 Have signed a King County nondisclosure agreement and maintain a copy as part of the contract;

7.5.5.5 Ensure that contracts are evaluated to contain the proper warranties regarding contractor staff;

7.5.5.6 Ensure that contractors maintain compliance with countywide and Organization-specific policies, standards, guidelines, methods, practices and procedures.

7.6 **County information security officer** provides countywide guidance and oversight on addressing information security concerns in the hiring and contracting process, in position descriptions, through training and employee reviews, and in managing access rights to Information Technology Assets.

7.7 **County information privacy officer** provides countywide guidance on addressing information privacy concerns through the use of nondisclosure agreements and in training.

King County

Addendum D

Office of Information
Resource Management

## Information Technology Governance Policies, Standards and Guidelines

| Title | Document Code No. |
|---|---|
| **Acknowledgement of Information Technology Security Responsibilities and Confidentiality Guidelines** | |
| Chief Information Officer Approval / Date | Effective Date. |

## 1.0 PURPOSE:

This guideline provides King County Organizations information relative to when an agreement should be signed by persons in a Computer-Related Position of Trust who have access to proprietary, secure or confidential information. Included in these guidelines is a model agreement that acknowledges the individual's responsibility.

## 2.0 REFERENCES:

2.1 Employee and Third Party Policy for Information Technology Security and Privacy.

## 3.0 DEFINITIONS:

3.1 **Acknowledgement of Information Security Responsibilities and Confidentiality:** This is a combination of a non-disclosure agreement and a general acknowledgement of responsibilities relative to Information Security and privacy.

3.2 **Computer-Related Position Of Trust:** This is a position with elevated network and/or system privileges, including but not limited to LAN administrators, systems engineers, network engineers, database administrators, PC support technicians, and help desk technicians.

3.3 **Elevated Network And/Or System Privileges:** Network and/or system rights and/or responsibilities that are greater than those of a standard data user. Functions performed by individuals having these privileges may include but are not limited to:

- Creating, deleting or modifying network, e-mail, or database user accounts;
- Resetting passwords on any system;
- Performing routine network (LAN/WAN), database, or PC maintenance and support;
- Having discretion and ability to grant rights to any system or information asset higher than the user's default rights.

3.4 **Information Asset:** A definable piece of information, information processing equipment, or information system, that is recognized as "valuable" to the Organization that has one or more of the following characteristics:

- Not easily replaced without cost, skill, time, or other resources;
- Part of the Organization's identity, without which the Organization may be threatened.

3.5 **Information Owner:** The person who is responsible for protecting an Information Asset, maintaining accuracy and integrity of the Information Asset, determining the appropriate data sensitivity or classification level for the Information Asset and regularly reviewing its level for appropriateness, and ensuring that the Information Asset adheres to policy. The information owner is one or both of the following:

- The creator of the information or the manager of the creator of the information;
- The receiver of external information or the manager of the receiver of the external information.

3.6 **Organization:** Every county office, every officer, every institution, and every department, division, board and commission.

3.7 **Workforce Member:** Employees, volunteers, and other persons whose conduct, in the performance of work for King County, is under the direct control of King County, whether or not they are paid by King County. This includes full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to King County.

## 4.0 GUIDELINES:

4.1 Organizations should have each person in a Computer-Related Position of Trust sign an Acknowledgement of Information Security Responsibilities and Confidentiality, including third parties as appropriate to their contract or agreement with King County.

4.2 The Acknowledgement of Information Security Responsibilities and Confidentiality should be signed by both the person in a Computer-Related Position of Trust and acknowledged by the supervisor or manager for this position. This should be signed prior to the person's first day working in a Computer-Related Position of Trust and annually thereafter.

4.3 Organizations shall request that other workforce members with access to proprietary, secure or confidential King County information sign the Acknowledgement of Information Security Responsibilities and Confidentiality.

4.4 After the Acknowledgement of Information Security Responsibilities and Confidentiality is signed a copy should be given to the employee, contractor, consultant, etc. and the original filed in either the departmental personnel file (in the case of employees) or maintained with the official contract file (in the case of contractors, consultants, etc.).

## 5.0 APPENDICES:

## Acknowledgement of Information Technology Security Responsibilities and Confidentiality Guidelines

5.1 Model: Acknowledgement of Information Security Responsibilities and Confidentiality (see next page).

# Acceptable Use of King County Information Assets FAQs

1. **Q:** I have read that minimal use of information technology assets is allowed. What is a minimal use anyway?

   **A:** **A minimal use is an infrequent or occasional use that is brief in duration and does not impact your ability to perform your work and results in no cost to the county.**

2. **Q:** May I send a personal e-mail using my King County e-mail account?

   **A:** **Yes, you may send and receive personal e-mail on the King County e-mail system provided your use meets the "minimal use" criteria and is not otherwise prohibited under the policy. Remember that any e-mail sent or received via the King County e-mail system may be subject to public disclosure under Washington State Law and/or disclosure due to legal action. All e-mail whether for business or personal purposes should be professional in nature.**

3. **Q:** May I access and use my personal e-mail account under the Acceptable Use Policy?

   **A:** **Yes, you may access your personal e-mail account provided such access fits in the definition of minimal personal use. Remember, accessing your own e-mail over the internet may expose the county to viruses; users should exercise extreme caution when accessing personal e-mail.**

   **Generally such access should be done during non-work times (i.e. breaks, lunch time, etc.) and must not impact workflows.**

4. **Q:** Minimal personal use requires that there is little or no cost to the county. What costs are associated with the use of the internet and/or the County's e-mail system?

   **A:** **The County's resources are for business use. Here are two examples of how use incurs costs beyond what is allowed under minimal personal use:**
   - **Using the Internet for personal use during your regular work time costs the county your wages, which are paid to you for public services.**
   - **Sending or receiving chain e-mails to friends and storing them on the e-mail server, especially if they contain photographs, requires the county to use its resources for your personal use. E-mails with photographs occupy large amounts of storage space on County owned equipment which should be used to store County data.**

5. **Q:** Does the new policy mean that I can use my county-provided cell phone for (limited) personal use? If so, what (if any) are the limits on its use?

   **A:** **Cell phones are not generally considered Information Assets even though smartphones and Blackberries have some computing capabilities. Therefore this policy does not directly address cell phone usage. Cell phone use would fall under the County's Employee Code of Ethics (KCC 3.04) and any department-specific policy. Consult your supervisor or the Ethics Help Line at 206-296-1586 for more information.**

6. **Q:** Are my e-mail messages private?

   **A:** **No, if you use county equipment do not expect a right to privacy for any of your e-mail communications. Email communications may be considered public records and could be subject to disclosure. Aside from disclosure, employees should consider that e-mail communications are subject to alteration by others and may be forwarded to unintended recipients. Avoid these potential problems by treating e-mail communications as another form of business correspondence.**

7. **Q:** What happens if I receive a pornographic e-mail/offensive spam?

   **A:** **First of all, you should not open an e-mail from anyone that you do not know. Messages of this type often contain malicious code that can compromise the network. That said, don't panic; this happens occasionally. Mistyped internet web site addresses can result in accessing inappropriate sites and e-mail recipients have little control over the spam they receive. If you receive any kind of spam (offensive or otherwise) simply delete it. If you inadvertently access an inappropriate web site, close your browser immediately.**

8. **Q:** Is personal use of IT resources limited to breaks and lunch? If so, does that mean that I can't call my car-pool/doctor/childcare/etc. during working hours?

   **A** **Not necessarily. This question implies the use of the telephone, which is not addressed in this policy. The Employee Ethics Policy (KCC 3.04) does allow minimal personal use of telephones for personal business. Consult the Employee Ethics Policy and Ethics Board Advisory Opinions or contact the Ethics Help Line at 206-296-1586 for further information. The Employee Ethics Policy and Ethics Board Advisory opinions can be found at http://www.metrokc.gov/ethics.**

   **The Acceptable Use Policy takes a similar position and allows you to respond to personal e-mails whether through your King County e-mail account or your personal e-mail account as long as it meets the requirements of minimal personal use.**

**9.** **Q:** May I use my county computer to check my bank balance online?

**A:** **Yes, you may check your bank or deferred compensation account balances as long as such use meets the specifications of minimal use. However, you cannot engage in such transactions as online banking (paying your personal bills, transferring funds, etc.) on county computers. You also may not want to engage in such activities at the office for other reasons of security. Engaging in such activities in a public or semi-public place as the office exposes you to "shoulder surfing". Shoulder surfing is the concept of others looking over your shoulder and seeing what is on your screen and sometimes watching what you type on a keyboard. In this way others, whether they are coworkers or customers may be able to see your private information and possibly even obtain your login name and password for your account. In addition, many financial institutions now register information about the PC used to access account information. If you access the information on a King County computer it may complicate or make it impossible for you to access this same account from your home PC.**

**10.** **Q:** May I contact my union representative or shop steward over the County e-mail system?

**A:** **Yes, you may use email to conduct official union business at a reasonable level and that does not interfere with County business. Remember, such email is not secure or private and is part of the public domain.**

**11.** **Q:** May I use my county computer to purchase items on the internet?

**A:** **Employees may transact a limited amount of consumer purchasing activities on the Internet at work, as long as such use meets the specification of minimal, but may not conduct transactions for personal financial gain. For example, the purchase of a book through the Internet is acceptable, but the sale of a book is not. Buying or selling non-consumer items such as stocks or other securities trading is prohibited by both the King County Code of Ethics and the Acceptable Use Policy as activities that can result in private financial benefit or gain.**

**12,** **Q:** May I send an e-mail message to my child to make sure he/she arrived home safely from school?

**A:** **Yes, such use is consistent with the policy provided the e-mail drafting is brief in duration and does not interfere with the performance of official duties. However, this may not be the most efficient method for checking on your children's welfare.**

**13.** **Q:** Are there any uses that are prohibited, even if they are brief in nature?

**A:** **Yes, the allowance for minimal use does not apply to the following uses:**

- **Conducting an outside business;**
- **Political or campaign activities;**
- **Commercial uses such as advertising or selling products (including selling products on e-bay, Craig's list, etc.);**
- **Lobbying that is unrelated to official duties;**
- **Engaging in illegal or inappropriate activities;**
- **Distributing chain-e-mails. Sending bulk e-mail that is not related to official business is prohibited because it disrupts other county employees and may obligate them to make personal use of county resources.**

**14.** **Q:** There is both a policy and a guideline with the title of "Acceptable Use". What is the difference?

**A:** **A policy is defined as a high level statement of the organization's beliefs, goals and objectives and the general means for their attainment for a specified subject area.**

**A guideline is a set of recommended "how-to" instructions that support some part of a policy or standard.**

**There is also the concept of a standard, which is: A mandatory statement of minimum requirements that support some part of a policy.**

**15.** **Q:** What are the guidelines on internet use?

**A:** **Just like the guidelines for e-mail use discussed above, any personal use of county provided Internet access must be both brief and infrequent. Extensive personal use of county provided Internet access is not permitted. In addition, your department or agency may have adopted a policy that prohibits all personal use of the Internet. Please check with your supervisor if you are unsure of your department's policies.**

**Example A: Several times over the course of a month an employee quickly uses the Internet to check her child's school website to determine if the school will end early that day. The transaction takes approximately three minutes. This use is considered minimal and permitted under the policy.**

**Example B: An employee routinely uses the Internet to manage her personal investment portfolio and communicate information to her broker. This use is not permitted under the policy. The King County Code of Ethics and the Acceptable Use Policy prohibit using county resources to engage in activities that can result in private financial benefit or gain.**

**Example C: An employee spends thirty to forty minutes of work time looking at various web sites related to a personal interest. This use is not permitted under the policy because it is not brief in duration and interferes with the employee's work.**

**16.** **Q:** Can I watch streaming video and/or listen to internet radio through my computer at work?

**A:** **Yes you may; however it is not recommended unless you are doing it for work purposes such as listening to council meetings. Such activities use an excessive amount of network resources called bandwidth. This use of network bandwidth for you to listen to internet radio can result in others not being able to access their files, print documents, or access e-mail efficiently. It slows down the entire network. These activities also may be disruptive to those around you, depending upon your work environment.**

**17.** **Q:** My county computer can copy CDs. My computer at home cannot. Is it permitted for me to make copies of CDs using my county computer? If I provide the blank CDs there is no cost to the County, right?

**A:** **You are correct relative to the cost of the CDs if you provide the blanks. However this would still be a violation of the policy because making copies of CDs is a time-consuming process and would violate the definition of minimal use in two areas:**

- **Not brief in duration;**
- **Would probably interfere with your ability to perform your work.**

**In addition, copying of CDs even for personal use is a violation of the Digital Millennium Copyright Act of 1998.**

**18.** **Q:** My county computer has a DVD player. May I bring a DVD movie in to the office to watch on my breaks and lunch?

**A:** **This would be permitted under the Acceptable Use Policy as long as you kept the activity to your breaks and lunch times; however you should consider other impacts. Is this activity likely to interfere with the ability of others to do their jobs? What would be the perception were a customer or constituent to observe you watching a DVD? You should consult your supervisor or manager. As a general rule if watching the DVD is for entertainment purposes and not work-related it is not recommended.**

**19.** **Q:** What are the Acceptable use guidelines and what happens if I fail to follow one of the guidelines?

**A:** **The guidelines are not part of the policy but rather are illustrations of best practices. The guidelines exist to inform county employees about how to use the public's information technology assets assigned to them responsibly and prudently. If the county experiences problems associated with continued use that is currently suggested as contrary to best practices under the guidelines, the county may seek to revise its policy to outright prohibit such use. All of us are responsible to ensure we use these assets appropriately.**

# ADDENDUM C

## MEMORANDUM OF AGREEMENT
## Regarding Insured Benefits
## January 1, 2014 through December 31, 2016
## For Represented Benefits-Eligible Employees
## By And Between King County
## And
## The Joint Labor Management Insurance Committee

WHEREAS, certain designated representatives of the County and the Unions signatory to this Memorandum of Agreement ("Agreement") have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of King County that a sustainable compensation package is achieved by reducing the year over year growth rate of King County's overall employee compensation budget to align with the County's population adjusted inflation rate.[1] The overall employee compensation budget includes adopted expenditures for all wages, compensation, leave, retirement contributions, and benefits for active employees. This includes all amounts accounted for in account class 51000 in the County's accounting and budget system of record; and

WHEREAS, the County provides compensation (wages, compensation premiums, cost of living adjustments, paid leave, and insured benefits) in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefit plans will include the Healthy Incentives Program and existing differentials in employee cost between Group Health and KingCare and the parties agree to explore options that incent members to choose healthcare that is more effective and produces better health outcomes.

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all represented King County employees, except employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers' Guild, and shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees that this Agreement applies to shall be referred to as "JLMIC-Eligible Employees."

[1] The County's inflation rate is defined as Seattle CPI-W as projected by the Office of Economic and Financial Analysis. Population growth is the expected growth in aggregate population as forecasted by the County's Demographer.

# ADDENDUM C

2. **Establishment of JLMIC Protected Fund Reserve**. There is hereby established a JLMIC Protected Fund Reserve ("PFR"). The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits, for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose, unless mutually agreed to by parties of this Agreement. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely for the benefit of JLMIC-Eligible Employees.

3. **Initial Employer Funding of the Protected Fund Reserve.** No later than April 15, 2013, the County will provide initial funding for the PFR. The initial funding shall be twenty-five million dollars ($25,000,000), plus the JLMIC portion of any 2012 Employee Benefits fund year-end balance in excess of $60,071,104 (the ending fund balance based on the County's August 2012 actuarial report estimate). The JLMIC portion is calculated by multiplying 66% of the fund balance in excess of $60,071,104.

4. **Employer Contributions to Covered Employees.**

   A. **2013.** For the time period January 1, 2013 through December 31, 2013, as previously agreed, the County shall contribute the necessary funding to provide the current level of insured benefits, subject only to the provisions of the previously executed Memorandum of Agreement extending the 2010-2012 insured benefits through 2013.

   B. **2014.** Commencing on January 1, 2014, the County shall contribute four (4) percent more than was contributed the prior year (i.e., $1,355.00) per month on behalf of each JLMIC-Eligible Employee.

   C. **2015.** Commencing on January 1, 2015, the County shall contribute four (4) percent more than was contributed the prior year (i.e., $1,409.00) per month on behalf of each JLMIC-Eligible Employee.

   D. **2016.** Commencing on January 1, 2016, the County shall contribute four (4) percent more than was contributed the prior year (i.e., $1,465.00) per month on behalf of each JLMIC-Eligible employee, subject to the provisions in paragraph 7, below.

5. **Insufficient Employer Contributions.** To the extent that the employer's contributions identified in paragraph 4 and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to employees covered under the terms of this Agreement, is at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.

6. **Excess Employer Contributions.** To the extent that the employer contributions identified in paragraph 4, and other yearly non-flex rate revenue, attributed proportionally to employees covered under the terms of this Agreement, provides greater funding than is

necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the parties agree that the excess shall be added to the PFR.

7. **Initial Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be identical to those benefit levels provided in 2013, including but not limited to the current out of pocket costs for KingCare[SM] and Group Health as described in Attachments A and B, unless otherwise modified by the parties or modified pursuant to the terms of this Agreement.

8. **Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.

9. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene an "annual reconciliation meeting" no later than April 15th of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.

10. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below ten million dollars ($10,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a Panel of three (3) subject matter experts for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the coalition of unions, and one expert selected jointly by the two selected partisan experts. The parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. In 2014, for implementation January 1, 2015, the Panel shall be empowered to make plan design changes, but not employee premium share and/or employer contribution increases. In 2015, for implementation January 1, 2016, the Panel shall be empowered to make plan design changes and/or adding employee premium share and/or employer contribution increases. The costs of the Panel shall be shared equally by the parties.

11. **Subsequent Agreement.** The parties agree to commence negotiations for a successor JLMIC agreement (to be effective starting January 1, 2017) in January of 2016. If the parties are unable to reach agreement by June 1, 2016, on the terms of the successor agreement, the parties agree to use the Dispute Resolution procedure in paragraph 10 of this Agreement to resolve any outstanding issues including employer contribution rates, plan design changes, and any employee premium share. The Panel shall issue its decision by August 15, 2016.

12. **Total Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

# ADDENDUM C

**13.** **Term.** This Agreement shall be in effect, after approval of the King County Council, from January 1, 2014 through December 31, 2016.

**APPROVED** this _____ day of _____, 2013.

By: _____
King County Executive

■
For Professional and Technical Employees, Local 17:

_____ _____
Whitney Abrams, Union Representative Date

■
For Public Safety Employees Union:

_____ _____
Dustin Frederick, Business Manager Date

■
For General Teamsters Union, Local #174:

_____ _____
Michael Gonzales, Business Agent Date

■
For Service Employees International Union, Local 925:

_____ _____
Ida Kovacic, Organizer/Representative Date

■
For Washington State Council of County and City Employees, Council 2:

_____ _____
Diana Prenguber, Staff Representative Date

■
For Office & Professional Employees International Union, Local 8:

_____ _____
Amanda Saylor, Union Representative Date

■
For International Brotherhood of Teamsters Local 117:

_____ _____
Tracey A. Thompson, Secretary-Treasurer Date

■
For King County Corrections Guild:

_____ _____
Randy Weaver, Vice President Date

# ADDENDUM C

## Attachment A
## Joint Labor Management Insurance Committee Health Benefits
## 2014 through 2016

## KingCare℠ expenses for JLMIC-Eligible Employees — Attachment A

This table shows the 2013 annual deductibles, coinsurance and prescription drug coverage for KingCare℠, administered by Regence Blue Shield, which are the same as 2012.

| KingCare℠ | Gold | Silver | Bronze |
|---|---|---|---|
| **Annual deductible** | $300 per individual<br>$900 per family | $600 per individual<br>$1,800 per family | $800 per individual<br>$2,400 per family |
| **Coinsurance paid by Regence** | 85% network<br>65% out-of-network | 75% network<br>55% out-of-network | 75% network<br>55% out-of-network |
| **Prescription drugs (30-day supply)** | $7 generic<br>$30 preferred brand<br>$60 non-preferred brand | $7 generic<br>$30 preferred brand<br>$60 non-preferred brand | $7 generic<br>$30 preferred brand<br>$60 non-preferred brand |
| **Prescription drugs (90-day supply by mail)** | $14 generic<br>$60 preferred brand<br>$120 non-preferred brand | $14 generic<br>$60 preferred brand<br>$120 non-preferred brand | $14 generic<br>$60 preferred brand<br>$120 non-preferred brand |
| **Annual out-of-pocket maximum after annual deductible** | *Network*<br>$800 per individual<br>$1,600 per family<br>*Out-of-network*<br>$1,600 per individual<br>$3,200 per family | *Network*<br>$1,000 per individual<br>$2,000 per family<br>*Out-of-network*<br>$1,800 per individual<br>$3,600 per family | *Network*<br>$1,200 per individual<br>$2,400 per family<br>*Out-of-network*<br>$2,000 per individual<br>$4,000 per family |
| **Lifetime maximum** | No limit | No limit | No limit |

# ADDENDUM C

## Attachment B
## Joint Labor Management Insurance Committee Health Benefits
## 2014 through 2016

## Group Health expenses for JLMIC-Eligible Employees — Attachment B

This table shows the 2013 annual deductibles, coinsurance and prescription drug coverage for SmartCare Connect, powered by Group Health, which are the same as 2012.

| SmartCare Connect | Gold | Silver | Bronze |
|---|---|---|---|
| **Annual deductible** | None | None | None |
| **Coinsurance** | None | None | None |
| **Copay** | $20 | $35 | $50 |
| **Prescription drugs (30-day supply)** | $10 generic<br>$20 preferred brand<br>$30 non-preferred brand | $10 generic<br>$20 preferred brand<br>$30 non-preferred brand | $10 generic<br>$20 preferred brand<br>$30 non-preferred brand |
| **Prescription drugs (90-day supply by mail)** | $20 generic<br>$40 preferred brand<br>$60 non-preferred brand | $20 generic<br>$40 preferred brand<br>$60 non-preferred brand | $20 generic<br>$40 preferred brand<br>$60 non-preferred brand |
| **Annual out-of-pocket maximum** | *Network*<br>$1,000 per individual<br>$2,000 per family<br>*Out-of-network*<br>Limited coverage | *Network*<br>$2,000 per individual<br>$4,000 per family<br>*Out-of-network*<br>Limited coverage | *Network*<br>$3,000 per individual<br>$6,000 per family<br>*Out-of-network*<br>Limited coverage |
| **Lifetime maximum** | No limit | No limit | No limit |