

Master Labor Agreement (MLA) - Appendix 3
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Department of Public Defense - Supervisors and Managers
[465]

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AGREEMENT BETWEEN
KING COUNTY
AND
TEAMSTERS LOCAL 117
THE PUBLIC DEFENSE MANAGEMENT UNIT
Department of Public Defense

These articles constitute an Agreement, the terms of which have been negotiated in good faith between King County (the “County”) and Teamsters Local 117 (the “Union”). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the “Council”) of King County, Washington.

ARTICLE 1: UNION RECOGNITION AND MEMBERSHIP

1.1. Union Recognition. The County recognizes the Union as the exclusive collective bargaining representative of the following bargaining unit:

All full-time and regular part time managers and supervisors of the King County Public Defense, excluding non-supervisory employees, directors, confidential employees and all other employees.

1.2. Union Membership/Representation Fee. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Union or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee; provided, however, where the effective date of the Agreement is made retroactive, the words “execution date” shall be substituted for the words “effective date” in this article.

1.3. Religious Tenets or Beliefs. Nothing contained in this Article shall require an employee

1 to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or
2 beliefs that prohibit the payment of dues or initiation fees to union organizations. Such employee
3 shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious
4 charitable organization mutually agreed upon by the employee and the Union to which such
5 employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof
6 that such payment has been made.

7 **1.4. Dues Deduction.** Upon receipt of written authorization individually signed by a
8 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
9 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
10 same to the Union. The Union will indemnify, defend and hold the County harmless against any
11 claims made and against any suit instituted against the County on account of any check-off of dues
12 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
13 of the check-off provision upon presentation of proper evidence thereof.

14 **1.5. Membership Application.** Pursuant to the MLA Article 20: Union Notification, except
15 as modified below. The County will notify the Union of any employee leaving the bargaining unit
16 because of termination, layoff, leave of absence or dismissal. Upon request from the Union, the
17 Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating
18 each employee's initial hire date.

19 **1.6. Voluntary Payroll Deduction for Political Contributions - Democratic, Republican,**
20 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct from the paycheck of all
21 employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify
22 the County of the amounts designated by each contributing employee that are to be deducted from
23 his/her paycheck on a weekly basis for all weeks worked. The County shall transmit to D.R.I.V.E.
24 National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the
25 name of each employee on whose behalf a deduction is made, the employee's social security number
26 and the amount deducted from the employee's paycheck. The International Brotherhood of
27 Teamsters shall reimburse the County annually for the County's actual cost for the expenses incurred
28 in administering the weekly payroll deduction plan.

1 **1.7. Teamster Pension.** The County agrees to re-open negotiations during the term of this
2 Agreement upon request by the Union, solely for the purpose of negotiating contract language for
3 employees covered by this Agreement to participate in the Western Conference of Teamsters Pension
4 Trust (WCTPT). The County and the Union understand and agree that under the rules established by
5 the WCTPT, the Union may conduct a membership vote to determine whether the bargaining unit
6 will participate in WCTPT. If a majority of members vote in favor of participation, all members must
7 participate. The Parties further agree that participation in WCTPT shall not result in an increase in
8 compensation for any employee covered by this Agreement.

9 **1.8. Visitation.** Agents of the Union shall have access to the Employer's establishment
10 during regular business hours for the purpose of adjusting disputes and ascertaining that the
11 Agreement is being adhered to, provided, however, that there is minimal interruption of work.
12 Agents of the Union will follow King County Department of Adult and Juvenile Detention (DAJD)
13 policy for accessing members while they are in the secure areas of the DAJD facilities. DAJD has
14 ultimate authority for granting or denying access to secure areas of its detention facilities.

15 **ARTICLE 2: RIGHTS OF MANAGEMENT**

16 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
17 respects in accordance with its responsibilities and powers of authority, subject to the express limits
18 of this Agreement.

19 The County shall have the right to demote, discipline and discharge employees; and the right
20 to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the
21 control of the County. The County shall further have the right to recruit, examine, test, select, hire,
22 appoint, promote, transfer, and train employees; place employees on wage steps; determine work
23 locations and assign employees to those locations; appraise employee performance; contract out
24 work; develop and modify classification specifications, allocate positions to those classifications,
25 allocate employees to those positions; determine work schedules, assign employees to those
26 schedules, schedule overtime work; determine the methods and processes by which work is
27 performed and direct and assign work; establish rules, procedures and processes; determine the
28 budget; and the right to take whatever actions are necessary in emergencies as determined by the

1 County.

2 **ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY**

3 The County nor the Union shall not unlawfully discriminate against any individual with
4 respect to compensation, terms, conditions, or privileges of employment on the basis of union
5 affiliation, race, color, religion, religious affiliation, creed, national origin, ancestry, sex, sexual
6 orientation, gender identity or expression, age (except by minimum age and retirement provisions),
7 marital status, honorably discharged veteran or military status, or the presence of a sensory, mental or
8 physical disability. Allegations of violations of this Article may be submitted only through Step 4 of
9 the grievance procedure set forth in Article 19 of this Agreement and may not be pursued to
10 arbitration.

11 **ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION**

12 **4.1. Public Interest.** The County and the Union agree that the public interest requires
13 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
14 to avoid or eliminate any conduct contrary to this objective.

15 **4.2. No Lock Out.** The County agrees not to lock out employees covered under this
16 Agreement.

17 **4.3. No Work Stoppage.** The Union shall not cause or condone any work stoppage,
18 including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave
19 absence which is not bona fide, or other interference with County functions by employees under this
20 Agreement and should same occur, the Union agrees to take appropriate steps to end such
21 interference. Any concerted action by any employee in the bargaining unit shall be deemed a work
22 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be
23 considered as an automatic resignation.

24 **A.** Upon notification in writing by the County to the Union that any of its members
25 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
26 immediately cease engaging in such work stoppage and provide the County with a copy of such
27 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
28 such Union employees to cease engaging in such a work stoppage.

1 B. Any employee who commits any act prohibited in this section will be subject in
2 accord with the County's Work Rules to the following action or penalties:

3 i. Discharge.

4 ii. Suspension or other disciplinary action as may be applicable to such
5 employee.

6 **ARTICLE 5: HOURS OF WORK AND OVERTIME**

7 **Section 5.1. Standard Work Week.** For Fair Labor Standards Act ("FLSA") non-exempt
8 employees, the regular work week shall consist of five consecutive eight hour days totaling 40 hours
9 per week. FLSA exempt employees are required to work the hours needed to perform their duties.

10 Pursuant to DPD and King County policy, employees may apply for alternative work
11 schedules, including, but not limited to, alternative start and end times.

12 **Section 5.2. Overtime.** FLSA non-exempt employees shall be eligible for overtime pay. All
13 work performed by an FLSA non-exempt employee over forty hours in any FLSA workweek shall be
14 paid at the overtime rate in accordance with the FLSA.

15 **Section 5.3.** Pursuant to the management rights clause, Employees may be assigned to
16 alternative work schedules to meet the operational needs of the department.

17 **ARTICLE 6: SUPERVISOR RATIO, CASE ASSIGNMENTS & WORKLOAD**

18 **6.1. Attorney Supervisors**

19 The parties agree that national, state, and local public defense associations have identified an
20 attorney supervision ratio of ten attorneys to one supervising attorney as a best practice and the
21 American Bar Association has identified attorney supervision as one of the ten principles of a public
22 defense delivery system. The supervision of ten (10) attorneys is a full time assignment normally
23 precluding substantial additional responsibilities. An attorney supervisor who supervises fewer than
24 ten (10) attorneys may have other responsibilities prorated in conformance with this ratio.

25 Management shall acknowledge supervision of additional non-attorney direct reports as it relates to
26 pro-rated caseload and other supervisor duties. Direct reports may include, but are not limited to,
27 Interns/Rule Nines, Term Limited Temporaries, Administrative and other support staff.

28 Other than occasional case assignments, coverage responsibilities, and co-counseling as part

1 of supervisory responsibilities, regular case assignments to a supervisor shall be limited by the
2 number of attorneys supervised. Each attorney supervised shall be equivalent to 10% of the caseload
3 limits established by the CrR 3.1, CrRLJ 3.1 and JuCR 9.2. Supervisors may assign themselves cases,
4 but supervisors shall not be required to assign themselves cases or carry caseload unless for unusual
5 overflow situations or as directed by his or her Managing Attorney, subject to the cited court rules
6 above.

7 Management shall consider all aspects of each supervisor's responsibilities and duties when
8 determining the number of attorneys to be supervised. These considerations include, and are not
9 limited to, the experience level of the attorneys, supervision of attorneys in different locations,
10 supervision of non-attorney staff, supervision of attorneys in different practice areas, demanding
11 special or administrative projects or particularly demanding attorney supervision assignments.

12 The parties acknowledge that events may require departure from these ratios briefly and
13 temporarily. Management has a responsibility to anticipate these situations and shall make
14 reasonable efforts to return to the proper ratios as soon as practicable.

15 The parties acknowledge that this article does not apply to the sexually violent predator
16 practice area due to present funding constraints from the State of Washington. The parties will work
17 together to try to obtain funding to allow for application of this article to the sexually violent predator
18 practice area.

19 Alleged violations of this article may be grieved no higher than step 3 of the grievance
20 process and are not subject to arbitration.

21 **6.2. Non-Attorney Supervisors.**

22 Discussions regarding non-attorney supervisor workload may be had with Managing
23 Attorneys and in labor management committee meetings. For these discussions non-attorney
24 supervisor workload shall include, but not be limited to, the number of direct reports, caseload, other
25 supervisor duties, and travel time between work locations of direct reports. The purpose of these
26 discussions is to maintain a balanced workload and effective client representation.

27 **ARTICLE 7: HOLIDAYS**

28 Pursuant to MLA Article 10.

1 **ARTICLE 8: EXECUTIVE LEAVE**

2 Employees may be granted Executive Leave pursuant to the King County Code, Policy, and
3 the Personnel Guidelines, as amended. The total number of days of Executive Leave cannot exceed
4 ten (10) days in the calendar year.

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1 **ARTICLE 9: VACATIONS**

2 Pursuant to MLA Article 9: Vacation Leave Cap, and Article 35: Vacation Leave, except as
3 modified below.

4 **Section 9.1.** Employees shall accrue vacation leave based on the following schedule. This
5 benefit shall be administered in a manner consistent with the King County Personnel Guidelines, as
6 amended except as provided below.

7 Regular, full-time and regular, part-time (prorated) employees will accrue vacation leave as
8 indicated in the following table:

9 **Public Defense Attorney - Supervisors**

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Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	2	000 thru 024	0.0462 X Basis Hours	12
3	3	025 thru 036	0.0500 X Basis Hours	13
4	5	037 thru 60	0.0577 X Basis Hours	15
6	6	61 thru 72	0.0615 X Basis Hours	16
7	8	73 thru 96	0.0654 X Basis Hours	17
9	10	97 thru 120	0.0693 X Basis Hours	18
11	12	121 thru 144	0.0731 X Basis Hours	19
13	16	145 thru 192	0.0769 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1077 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

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All employees other than those Classified as Public Defense Attorney - Supervisor

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	2	000 thru 024	0.0462 X Basis Hours	12
3	3	025 thru 036	0.0500 X Basis Hours	13
4	5	037 thru 60	0.0577 X Basis Hours	15
6	6	61 thru 72	0.0615 X Basis Hours	16
7	8	73 thru 96	0.0654 X Basis Hours	17
9	10	97 thru 120	0.0693 X Basis Hours	18
11	12	121 thru 144	0.0769 X Basis Hours	20
13	17	145 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1077 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

Employees eligible for vacation leave may accrue vacation leave up to the applicable vacation accrual cap, prorated to reflect their normal work schedule. 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 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the county.

Section 9.2. Employee use of vacation. King County will make a good faith effort to allow accrued vacation to be taken as requested with reasonable notice. Employees may use accrued

1 vacation leave upon request and pre approval of vacation leave by King County. Employee use of
2 vacation shall be as provided in King County Code section 3.12.190, as amended and shall be
3 administered in a manner consistent with the King County Personnel Guidelines, as amended.

4 **Section 9.3. Vacation Donation.** Pursuant to MLA Article 6: Donated Leaves

5 **Section 9.4. Sick While on Paid Leave.** If an employee is injured or is taken ill while on
6 paid leave, in order to receive sick leave for that time he or she shall present to the County on the first
7 day of injury or illness, or as soon as practicable thereafter, a treating doctor's statement or other
8 acceptable proof of injury or illness.

9 **Section 9.5. Vacation Payout.** Employees shall be paid for accrued vacation leave to their
10 date of separation up to the maximum accrual amount if they have successfully completed their first
11 six (6) months of County service in a paid leave eligible position up to the applicable vacation accrual
12 cap. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect
13 upon the date of leaving County employment less mandatory withholdings. If an employee leaves
14 prior to successful completion of the six months of County service, he or she shall forfeit and not be
15 paid for accrued vacation leave.

16 This vacation leave cash-out is subject to any determination by bargaining unit members to
17 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon
18 retirement as a result of length of service, as set forth in the King County Code. Such determination
19 is applicable to all members of the bargaining unit.

20 **ARTICLE 10: PAID SICK LEAVE**

21 Pursuant to MLA Article 34, except as modified below.

22 Pursuant to the Dolan Settlement, carried over sick leave shall not be eligible for the thirty-
23 five percent (35%) cash out available to King County employees when Transferred Class Members
24 separate or retire from King County or die. Carried over sick leave shall not be eligible to be donated
25 to other King County employees.

26 **ARTICLE 11: MISCELLANEOUS LEAVES**

27 Unless otherwise stated in this Agreement, other forms of paid leave shall be granted and
28 administered per the terms of the MLA Article 2: Military Leave, Article 3: Unpaid Leave of

1 Absence, Article 4: Leave for Volunteer Service, Article 5: Jury Duty, Article 7: Paid Parental
2 Leave, Article 8: Bereavement Leave, Article 21: Union Engagement, and Article 22: Union Leave,
3 the King County Code section 3.12, *et. seq.*, and the King County Personnel Guidelines, both as
4 amended.

5 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE**

6 Pursuant to the MLA Article 25: Insured Benefits, HRA and VEBA.

7 **ARTICLE 13: WAGE RATES AND GENERAL WAGE INCREASES**

8 **Section 13.1.** The 2018 wages for employees in the bargaining unit are set forth in
9 Addendum A of this agreement. The wages in Addendum A shall be increased pursuant to MLA
10 Article 29, the 2017-2018 "Total Compensation" agreement (document code 000U0516), and its
11 successor agreement.

12 **Section 13.2. Attorney Supervisor Wage reopener**

13 If during the life of this CBA, the King County Deputy Prosecuting Attorneys receive an
14 increase to their wage table, wages for the Department of Public Defense Managers Unit may be re-
15 opened.

16 **Section 13.3. Public Defense Attorney - Supervisor step progression**

17 **A. Supervisor levels.** There will be two (2) supervisor levels: Supervisor, steps 1-
18 22, and Senior Supervisor, steps 23-27.

19 **B. Initial step placement.** An attorney who is promoted to Supervisor or Senior
20 Supervisor shall be placed in step one of the respective supervisor pay range or a step that is closest
21 to approximately a five percent (5%) pay increase, whichever is higher.

22 **C. Step Progression.** All supervisors and senior supervisors shall advance a single
23 step per year on the most recent anniversary date of the employee's promotion to Supervisor or
24 Senior Supervisor. Steps six (6) and eleven (11) shall be skipped for purposes of step progression,
25 but may be used for initial step placement or discretionary step advancement described below.

26 The employer shall have sole and unfettered discretion to step advance any supervisor or
27 senior supervisor to any higher step(s) at any time, including initial placement. The exercise or non-
28 exercise of this discretion shall not be subject to grievance.

1 **Section 13.4. Non-Attorney Step Progression**

2 Employees shall receive within-range increases from step one (1) to step two (2) upon
3 satisfactory completion of the probationary period, provided the employee was hired at step one (1).
4 Thereafter, an employee shall receive a step increase annually on the employee's adjusted service
5 date. In no event shall a non-Attorney employee receive pay in excess of step ten (10) of his or her
6 salary range.

7 **Section 13.5. Step placement upon change of classification/promotion**

8 A bargaining unit member who receives a promotion or upward change of classification shall
9 be placed on his or her new wage scale pursuant to the rules that are set forth in the Personnel
10 Guideline Manual, as amended. In no case shall a promotion result in a reduction in pay.

11 **Section 13.6. Senior-- Supervisor Promotion Process**

12 Each Division, excluding the Director's Office, shall have one Senior Supervisor. In addition
13 to the regular duties of a supervisor, a Senior Supervisor shall also be the incumbent back-up to fill in
14 for temporary vacancies lasting less than thirty (30) days in the managing attorney position.

15 **Statement of Principle:** The Department of Public Defense (DPD) will utilize supervisor
16 levels to recruit, recognize, and retain talented, accomplished supervisors who are leaders in our
17 practice and who might otherwise eventually leave the Department for federal or private practice or
18 other more highly-compensated positions. This is to provide appropriate recognition and
19 compensation for the valuable public service of providing defense with distinction over time, to
20 ensure that public defenders can achieve comparable compensation levels to the King County
21 Prosecutor's Office, and to ensure that DPD is competitive nationally in recruiting and retaining the
22 strongest attorneys.

23 **A. Eligibility:** The Senior Supervisor for each division shall be selected from the
24 Supervisors' ranks in his or her respective division. A supervisor is not eligible for selection until he
25 or she has completed two (2) years of supervisor duty (including special duty assignments).

26 **B. Vacancy:** In the event of a vacancy in any Senior Supervisor position, the Employer shall
27 solicit applications within sixty (60) calendar days of the vacancy by emailing every Supervisor in the
28 division with the vacancy. The solicitation shall provide a minimum period of thirty (30) calendar

1 days during which applications can be submitted by prospective applicants. DPD will have six (6)
2 months from the implementation date of this Agreement to make the initial hires into these positions.

3 **C. Selection process:** The selection process shall be similar to a job recruitment and shall
4 consist of an application, an interview process that may include more than one round of interviews,
5 and reference checks. The selection process shall primarily focus on the criteria/core competencies
6 described below. In the event that no applicant is selected, the employer shall fill the position with a
7 special duty assignment to last no longer than six (6) months and re-run the selection process to
8 conclude no later than the end of the special duty assignment.

9 **Criteria/Core Competencies:** For selection process, in addition to the full proficiency in all
10 aspects of the Supervisor position, a Senior Supervisor shall also demonstrate proficiency in core
11 competencies as outlined in DPD's Senior Supervisor job expectations including but not limited to
12 supervisor skills, legal skills/knowledge, workload management, and externally and internally
13 advancing the mission of DPD.

14 **ARTICLE 14: PROFESSIONAL LICENSES**

15 Pursuant to MLA Article 36: Training.

16 **ARTICLE 15: TRAINING FUNDING**

17 **A.** DPD shall provide (in house or otherwise) at no cost at least fifteen (15) credit hours
18 approved for WSBA CLE credit of continuing education courses for attorneys in relevant subject
19 areas every year.

20 **B.** When an employee's supervisor has approved attendance at training during regular work
21 hours, such time shall be paid work time.

22 **C.** If the training is sought by the employee but is not approved by DPD as part of the
23 employee's work, and if it occurs during regular work hours, supervisors may but are not required to
24 authorize an adjusted schedule to avoid the employee needing to take paid leave to attend and/or
25 travel to the training.

26 **D.** DPD shall provide (in house or otherwise) at no cost to employees other than attorneys the
27 amount of training and supervision necessary to maintain any professional licenses or qualifications
28 required by DPD as a condition of their employment.

1 E. DPD will make efforts to provide ongoing training needed for non-attorney staff to
2 perform and excel at their jobs.

3 F. At any time, the union may request that DPD discuss the training needs of employees in
4 the Department of Public Defense, as well as issues of equitable distribution of training funds, the
5 focus of in-house training programs, and any other topics on the subject of training and professional
6 development.

7 **ARTICLE 16: TRANSPORTATION BENEFITS**

8 Pursuant to MLA article 38.

9 **ARTICLE 17: LABOR-MANAGEMENT COMMITTEE**

10 The County and the Union agree to establish a joint Labor-Management Committee (LMC)
11 for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices,
12 lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the
13 Union also understand that the LMC is not a substitute for bargaining and has no authority to amend
14 this collective bargaining agreement.

15 The LMC shall meet quarterly at a mutually agreed time. Staff and attorney training shall be
16 a standing agenda item to discuss upcoming training opportunities, review prior offered trainings,
17 provide supervisor input on candidate selection for training, and general discussion of training
18 availability and needs in the Department of Public Defense.

19 **ARTICLE 18: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY**

20 Definitions:

21 Layoff is the involuntary termination of employment due to reductions in force.

22 Seniority within the Bargaining Unit shall be based on length of paid employment as a
23 supervisor plus one half the length of the time spent in a non-supervisory position. This shall include
24 all employment in the King County Department of Public Defense and one or more of the
25 predecessor public defense agencies, including employment in the King County Office of Public
26 Defense, regardless of whether or not the employment was continuous. If two or more individuals
27 have an equal length of employment, seniority shall be determined by the length of time in a
28 supervisory position.

1 **Section 18.1. Pre-Layoff Meeting.** The parties agree that retaining the most qualified public
2 defenders and public defender supervisors is in the best interests of a robust and high quality public
3 defense representation for indigent defendants. The parties acknowledge that the employees
4 occupying public defender supervisor positions are highly experienced and valued members of DPD
5 who possess years of experience as public defenders and that a layoff that results in the loss of such
6 an employee from public defense ordinarily should be avoided if possible. Upon request, the County
7 must identify specific and articulable reasons why voluntary demotion will not be permitted for a
8 specific employee.

9 When the need for a reduction in force/layoff is anticipated, the County and the Union shall
10 meet a minimum of ninety (90) days prior to the anticipated reduction in force, if possible, and jointly
11 endeavor to find ways to minimize, or eliminate, the need for involuntary layoff(s). Ways to
12 minimize, or eliminate the need for involuntary layoff(s) may include, but are not limited to,
13 voluntary demotion, seeking volunteers for layoff, job sharing and other alternative work schedules,
14 seeking volunteers for leaves of absence, offering early retirement, and other cost saving measures.
15 The parties shall discuss eligibility for unemployment benefits for any employees that volunteer for
16 layoff.

17 **Section 18.2. Layoff.** In the event the County determines that a layoff is necessary, the
18 layoffs shall be based on seniority in the Bargaining Unit in the division in which the layoffs will
19 occur, unless the County can establish that seniority based layoffs would significantly hinder the
20 Department's ability to best serve and represent public defense clients. If the layoffs are not seniority
21 based, the County must identify specific and articulable reasons why an employee, who is not the
22 least senior, hinders the Department's ability to best serve the clients and should be laid off. Factors
23 the County should consider include, but are not limited to, the performance of the employee, the skill
24 set of the employee, and the contributions the employee has made to public defense.

25 An employee who has been identified for a layoff who has occupied his or her career service
26 public defender supervisor position for less than three (3) years and previously held a non-supervisor
27 public defender position in DPD has the right to voluntarily demote in lieu of layoff. All other
28 Bargaining Unit members may request voluntary demotion in lieu of being laid off, pursuant to the

1 pre-layoff meeting between the parties, as described above.

2 **Section 18.3. Written Notice of Layoff.** When the elimination of a position will result in an
3 employee(s) being laid off, the County will provide written notice to the Union and the affected
4 employee(s) at least thirty (30) calendar days prior to the effective date of the layoff.

5 **Section 18.4. Order of Layoff.** When a reduction in force is necessary in a particular job
6 classification(s), temporary and/or probationary employees working in said classification(s) in the
7 division(s) designated for layoff will be the first laid off.

8 **Section 18.5. Placement.** The County shall attempt to place all employees scheduled for
9 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
10 County. Employees may access King County Career Support Services (CSS) as applicable under the
11 CSS program. The County shall adhere to the procedures to the County's Workforce Management
12 Plan, as amended, except as otherwise provided in this Agreement, regarding the placement of laid
13 off employees to positions within the bargaining unit.

14 **Section 18.6. Laid Off Employees Recall List.**

15 **18.6.1. COBRA ELIGIBILITY.** All laid-off employees may continue to be enrolled
16 in medical and dental insurance programs pursuant to COBRA by paying the cost of continuing these
17 benefits, as required by law.

18 **18.6.2. Divisional Recall Lists.** Each Division shall maintain a Recall List, by
19 seniority in classification, of all laid off employees. Laid off employees shall maintain his or her
20 placement on the seniority list for recall for a period of two (2) years from the effective date of the
21 layoff unless recalled. An employee retains his or her recall rights even if he or she accepts another
22 classification or temporary position with the County. Recall of an employee shall be by seniority
23 among those who were previously employed in the division in which there is currently an opening.

24 **18.6.3. Recall of Public Defense Attorney - Supervisor Classified Employees.**
25 Recall of an employee shall be by seniority among those who were previously employed in the
26 division in which there is currently an opening, provided the employee to be recalled is qualified for
27 the open position. If the most senior employee is not qualified for the open position, she or he retains
28 recall position but the most senior qualified employee on the recall list will be recalled, or a new

1 supervisor may be hired. If the recall is not seniority based, the County must identify specific and
2 articulable reasons why that employee's recall hinders the Department's ability to best serve the
3 clients and should not be recalled. Factors the County should consider include the experience of the
4 employee compared to the requirements of the open position.

5 **18.6.4. Recall of Non-Attorney Classified Employees.** Provided the employee has
6 the necessary knowledge, skills and experience for the position being filled, recall will be by seniority
7 among the employees on the division's recall list where the most senior employee in the classification
8 or classification series, if applicable, will be recalled first. In no event shall an employee be recalled
9 to a higher paid classification than the one from which he or she was laid off.

10 **18.6.5. Notice of Recall.** Notice of recall shall be in writing by certified mail at the
11 employee's address on file. In the event an offer of recall is not accepted within five (5) calendar
12 days of notice, the lack of response may be considered a refusal and the offer withdrawn and made to
13 the next qualified employee in seniority order. A second refusal of a recall offer to the same
14 classification from which an employee was laid off shall result in removal of the employee from the
15 recall list.

16 **18.6.6. Departmental Recall List.** In addition to the Recall lists maintained by
17 division, the Department shall maintain a department wide recall list which includes all DPD
18 employees from the divisions' recall lists. If a particular division has an opening or openings which
19 cannot be filled from that division's recall list (either because all employees on the list within the
20 classification being recalled declined the opening(s) or because no one remains on the recall list),
21 then the position(s) shall be filled by recalling, in order of seniority, qualified employees on the DPD
22 recall list, unless doing so is not manageable in the view of DPD because of conflict of interest
23 issues.

24 **18.6.7. Recall for Temporary Work.** The County will offer to use bargaining unit
25 employees, in order of seniority, who are on the recall list to fill temporary positions performing
26 bargaining unit work in their classification series before employing anyone else, provided the
27 employee is qualified to perform the work, unless doing so is not manageable in the view of DPD
28 because of conflict of interest issues. An employee on the recall list who is offered temporary work

1 may decline the temporary work without jeopardizing his or her recall rights under this section.

2 **18.6.8. Reinstatement of Leave Accrual and Sick Leave Balance.** An employee
3 recalled within two (2) years from the time of layoff will have his or her vacation leave accrual rate
4 and any forfeited sick leave accruals restored.

5 **18.7. Layoff Reopener.** In the event of a catastrophic change in circumstances (e.g., loss of
6 an entire practice area such as Seattle Municipal Court or special commitment cases), the issue of
7 Reduction in Force may be reopened for bargaining at the request of either party. In the event that no
8 changes are agreed to, the existing contract language shall continue to be binding on the parties.

9 **ARTICLE 19: DISPUTE RESOLUTION PROCEDURE**

10 Pursuant to MLA Article 26: Grievance Procedure and Article 27: Discipline and Sunset
11 Clause, except as modified below.

12 **Section 19.1.** Certification of Appointed Counsel of Compliance with Standards Required by
13 CrR 3.1 / CrRLJ 3.1 / JuCR.

14 **Section 19.2.** All Attorneys who are required to sign a certificate of appointed counsel must
15 do so unless there is good cause not to. An attorney who refuses to sign a certification of appointed
16 counsel shall be required to engage in an interactive process with management to understand,
17 address, and remedy the basis for the refusal to sign.

18 **Section 19.3. Notice of Rights.** When the Employer seeks to meet with an Employee and
19 that meeting might lead to disciplinary action, the employee shall have the right to request the
20 presence of a Union representative and to be informed of the specific circumstances/issues underlying
21 the possible disciplinary action, if known at the time. If the employee requests the presence of a
22 Union representative, the Employer shall postpone the meeting with the employee for a reasonable
23 period of time to obtain a Union representative's presence, unless there are exigent circumstances.
24 Prior to the imposition of discipline, except in an emergency, the employee shall have a reasonable
25 opportunity to respond to the allegation, which may be at the initial meeting.

26 **Section 19.4. Maintaining Client Confidences and Privileged Information.** The parties
27 acknowledge that grievances filed under this dispute resolution procedure may involve information or
28 materials that are subject to the attorney-client privilege, work product doctrine, or other protections

1 provided by the rules of professional conduct or by statutory or constitutional provisions. In the
2 event either party at any time wishes to present such information, after consultation between the
3 parties, the managing attorney for the law office or designee shall provide for the information to be
4 presented while not improperly disclosing client confidences and/or otherwise privileged information.

5 **ARTICLE 20: CONTRACTING OUT**

6 Pursuant to MLA Article 16.

7 **ARTICLE 21: SAVINGS CLAUSE**

8 Pursuant to MLA Article 30.

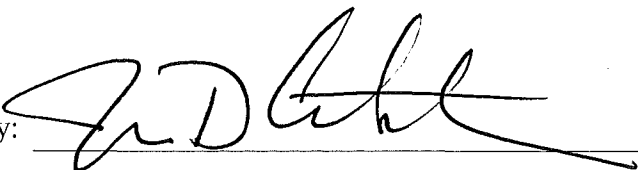
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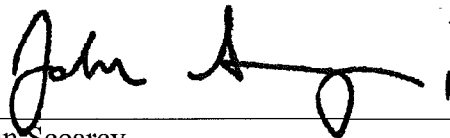
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ARTICLE 22: DURATION

Pursuant to MLA Article 31.

APPROVED this 13 day of MARCH, 2018.

By: 
King County Executive


John Searcy
Secretary-Treasurer
International Brotherhood of Teamsters Local 117

**Public Defense Management Guild
DPD - Supervisors and Managers
Wage Addendum**

2018 Public Defense Attorney - Supervisor Salary Grid

2018 COLA= 3.25%

Classification Title	PeopleSoft Job Code	Job Class Code
Public Defense Attorney - Supervisor	641301	6140300

Supervisor Level 1

	Annual:	Hourly:
Step 1	\$118,845	\$57.1368
Step 2	\$120,331	\$57.8515
Step 3	\$121,834	\$58.5742
Step 4	\$123,356	\$59.3059
Step 5	\$124,899	\$60.0477
Step 6	\$126,461	\$60.7984
Step 7	\$128,041	\$61.5580
Step 8	\$129,640	\$62.3271
Step 9	\$131,261	\$63.1064
Step 10	\$132,902	\$63.8953
Step 11	\$134,563	\$64.6936
Step 12	\$136,246	\$65.5029
Step 13	\$137,949	\$66.3218
Step 14	\$139,674	\$67.1508
Step 15	\$141,419	\$67.9901
Step 16	\$143,188	\$68.8402
Step 17	\$144,977	\$69.7006
Step 18	\$146,790	\$70.5719
Step 19	\$148,625	\$71.4541
Step 20	\$150,482	\$72.3472
Step 21	\$152,362	\$73.2512
Step 22	\$154,267	\$74.1667

Senior Supervisor

	Annual:	Hourly:
Step 23	\$161,981	\$77.8753
Step 24	\$164,006	\$78.8488
Step 25	\$166,056	\$79.8345
Step 26	\$168,132	\$80.8325
Step 27	\$170,233	\$81.8427

cba Code: 465

ADDENDUM A
Public Defense Management Guild
Department of Public Defense - Supervisors and Managers
Wage Addendum
Staff

Union Code: AD1

Job Class Code	PeopleSoft Job Code	Classification Title	Range
1020200	109503	Administrative Assistant II	58
2810200	281321	Administrator II	56
2440300	244404	Program Supervisor II	58
2441300	243324	Project/Program Manager III	63
2441400	243415	Project/Program Manager IV	68
3140100	314301	Public Defense Investigator Supevisor	57*
3119200	314201	Public Defense Mitigation Specialist Supervisor	62
These job classes are paid on the King County "Squared" Pay Schedule. *effective 1/1/19 this will be increased to 59			

**Memorandum of Agreement
By and Between
King County
and
International Brotherhood of Teamsters Local 117
Department of Public Defense Management Unit**

Subject: Classification Review for Program Supervisor II (PSII)

Background:

1. Currently in the Department of Public Defense there are administrative supervisors that effectively manage office operations of each of the four agencies, as well as the Director's Office, in addition to many other job duties. These people hold different job classifications, with different wage ranges and are noted below:

Member/Employee	Title	DPD Divion	Wage	Step
Preman Bajra	PS II	The Defenders Association Div.	Range 58	10
Lourdes Garcia	PPM III	NW Defenders Div.	Range 63	10
Melanie Oberlander	PPM III	Directors Office	Range 63	10
Rachel Schultz	PS II	Assoc. Counsel for the Accused Div.	Range 58	3
Stephanie Sellers	PS II	Society of Counsel Representing Accused Person Div.	Range 58	5

2. During negotiations for this collective bargaining term, the parties have had much discussion regarding the Program Supervisor II (PSII) classification (Range 58), and the Project/Program Manager III (PPMIII) classification (Range 63). The Union made a proposal to create equity among the positions: Change the three members classified currently as PS IIs to the classification of PPM IIIs. The county rejected the proposal resulting in the agreement below outlining the resolution to the issue for both parties.

Agreement:

1. The parties jointly agree to examine the varying classification and wage ranges through a classification review. This classification review will be for the three employees at the lower classification and range of PS II: Preman Bajra, Rachel Schultz and Stephanie Sellers and will be submitted in partnership with Teamsters 117 and with full support of the DPD. This review, submitted to CCS, will be to review their job duties and reclassify them to PPM IIIs, if appropriate, or reclassify them to another more appropriate classification.

2. The DPD, without the endorsement of Teamsters 117, may separately submit a request for a classification review of the body of work performed by Lourdes Garcia.

3. The parties agree that at the conclusion of these classification reviews, should anyone be classified to a classification with a higher pay range, such higher wages shall be paid to each person retroactive to January 1, 2017.

4. The parties further agree that at the conclusion of the classification review, should anyone be classified to a classification with a lower pay range, such employee shall be y-rated (frozen) at his or her rate of pay as of the date of the classification review decision by CCS until the pay of the lower classification is equal to or higher than the y-rated pay. In no event shall an employee who is classified to a position with a lower rate of pay have his or her pay reduced.

5. Any appeal or reconsideration of a classification determination shall be pursuant to the process and procedure outlined in the Master Labor Agreement.

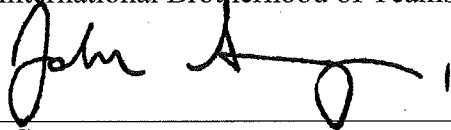
6. This agreement shall expire upon completion of the classification reviews and the exhaustion of any reconsideration and or appeals.

For King County:



Sasha Alessi
Labor Negotiator
Office of Labor Relations
King County Executive Office

For International Brotherhood of Teamsters, Local 117:



John Searcy
Secretary-Treasurer