ARTICLE 1: UNION RECOGNITION AND MEMBERSHIP .................................................... 1
ARTICLE 2: RIGHTS OF MANAGEMENT ...................................................................... 3
ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY .................................................. 4
ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION ............................ 4
ARTICLE 5: HOURS OF WORK AND OVERTIME ...................................................... 5
ARTICLE 6: SUPERVISOR RATIO, CASE ASSIGNMENTS & WORKLOAD .................. 5
ARTICLE 7: HOLIDAYS ............................................................................................. 6
ARTICLE 8: EXECUTIVE LEAVE ............................................................................. 7
ARTICLE 9: VACATIONS ......................................................................................... 8
ARTICLE 10: PAID SICK LEAVE ............................................................................ 10
ARTICLE 11: MISCELLANEOUS LEAVES ............................................................... 10
ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE ................................... 11
ARTICLE 13: WAGE RATES AND GENERAL WAGE INCREASES ............................. 11
ARTICLE 14: PROFESSIONAL LICENSES .............................................................. 13
ARTICLE 15: TRAINING FUNDING ....................................................................... 13
ARTICLE 16: TRANSPORTATION BENEFITS ......................................................... 14
ARTICLE 17: LABOR-MANAGEMENT COMMITTEE ................................................. 14
ARTICLE 18: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY ............................... 14
ARTICLE 19: DISPUTE RESOLUTION PROCEDURE .............................................. 18
ARTICLE 20: CONTRACTING OUT ....................................................................... 19
ARTICLE 21: SAVINGS CLAUSE ........................................................................... 19
ARTICLE 22: DURATION ....................................................................................... 20
ADDENDUM A: WAGES - PUBLIC DEFENSE ATTORNEY - SUPERVISOR
ADDENDUM A: WAGES - STAFF
MEMORANDA OF AGREEMENTS: CLASSIFICATION REVIEW FOR PROGRAM
SUPERVISOR II
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
to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or
beliefs that prohibit the payment of dues or initiation fees to union organizations. Such employee
shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious
charitable organization mutually agreed upon by the employee and the Union to which such
employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof
that such payment has been made.

1.4. 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 or representational fees as certified by the secretary-treasurer of the Union and transmit the
same to the Union. The Union 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 Union. The Union 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.

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

1.6. Voluntary Payroll Deduction for Political Contributions - Democratic, Republican,
Independent Voter Education (D.R.I.V.E.). The County agrees to deduct from the paycheck of all
employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify
the County of the amounts designated by each contributing employee that are to be deducted from
his/her paycheck on a weekly basis for all weeks worked. The County shall transmit to D.R.I.V.E.
National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the
name of each employee on whose behalf a deduction is made, the employee’s social security number
and the amount deducted from the employee’s paycheck. The International Brotherhood of
Teamsters shall reimburse the County annually for the County’s actual cost for the expenses incurred
in administering the weekly payroll deduction plan.
1.7. **Teamster Pension.** The County agrees to re-open negotiations during the term of this Agreement upon request by the Union, solely for the purpose of negotiating contract language for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust (WCTPT). The County and the Union understand and agree that under the rules established by the WCTPT, the Union may conduct a membership vote to determine whether the bargaining unit will participate in WCTPT. If a majority of members vote in favor of participation, all members must participate. The Parties further agree that participation in WCTPT shall not result in an increase in compensation for any employee covered by this Agreement.

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

**ARTICLE 2: RIGHTS OF MANAGEMENT**

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

The County shall have the right to demote, discipline and discharge employees; and the right to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the control of the County. The County shall further have the right to recruit, examine, test, select, hire, appoint, promote, transfer, and train employees; place employees on wage steps; determine work locations and assign employees to those locations; appraise employee performance; contract out work; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work schedules, assign employees to those schedules, schedule overtime work; determine the methods and processes by which work is performed and direct and assign work; establish rules, procedures and processes; determine the budget; and the right to take whatever actions are necessary in emergencies as determined by the
ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION

4.1. Public Interest. The County and the Union 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.

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

4.3. No Work Stoppage. The Union 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 bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation.

A. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union 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 Union shall publicly order such Union employees to cease engaging in such a work stoppage.
B. Any employee who commits any act prohibited in this section will be subject in accord with the County’s Work Rules to the following action or penalties:

   i. Discharge.

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

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

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

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

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

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

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

**6.1. Attorney Supervisors**

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

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

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

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

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

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

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


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

ARTICLE 7: HOLIDAYS

Pursuant to MLA Article 10.
ARTICLE 8: EXECUTIVE LEAVE

Employees may be granted Executive Leave pursuant to the King County Code, Policy, and the Personnel Guidelines, as amended. The total number of days of Executive Leave cannot exceed ten (10) days in the calendar year.
ARTICLE 9: VACATIONS

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

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

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

<table>
<thead>
<tr>
<th>Public Defense Attorney - Supervisors</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning With Year</strong></td>
</tr>
<tr>
<td>-------------------------</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>11</td>
</tr>
<tr>
<td>13</td>
</tr>
<tr>
<td>17</td>
</tr>
<tr>
<td>18</td>
</tr>
<tr>
<td>19</td>
</tr>
<tr>
<td>20</td>
</tr>
<tr>
<td>21</td>
</tr>
<tr>
<td>22</td>
</tr>
<tr>
<td>23</td>
</tr>
<tr>
<td>24</td>
</tr>
<tr>
<td>25</td>
</tr>
<tr>
<td>26</td>
</tr>
</tbody>
</table>
All employees other than those Classified as Public Defense Attorney - Supervisor

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

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

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

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

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

This vacation 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.

ARTICLE 10: PAID SICK LEAVE

Pursuant to MLA Article 34, except as modified below.

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

ARTICLE 11: MISCELLANEOUS LEAVES

Unless otherwise stated in this Agreement, other forms of paid leave shall be granted and
administered per the terms of the MLA Article 2: Military Leave, Article 3: Unpaid Leave of
Absence, Article 4: Leave for Volunteer Service, Article 5: Jury Duty, Article 7: Paid Parental Leave, Article 8: Bereavement Leave, Article 21: Union Engagement, and Article 22: Union Leave, the King County Code section 3.12, et. seq., and the King County Personnel Guidelines, both as amended.

ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE

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

ARTICLE 13: WAGE RATES AND GENERAL WAGE INCREASES

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

Section 13.2. Attorney Supervisor Wage reopener

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

Section 13.3. Public Defense Attorney - Supervisor step progression

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

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

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

The employer shall have sole and unfettered discretion to step advance any supervisor or senior supervisor to any higher step(s) at any time, including initial placement. The exercise or non-exercise of this discretion shall not be subject to grievance.
Section 13.4. Non-Attorney Step Progression

Employees shall receive within-range increases from step one (1) to step two (2) upon satisfactory completion of the probationary period, provided the employee was hired at step one (1).

Thereafter, an employee shall receive a step increase annually on the employee’s adjusted service date. In no event shall a non-Attorney employee receive pay in excess of step ten (10) of his or her salary range.

Section 13.5. Step placement upon change of classification/promotion

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

Section 13.6. Senior-Supervisor Promotion Process

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

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

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

B. Vacancy: In the event of a vacancy in any Senior Supervisor position, the Employer shall solicit applications within sixty (60) calendar days of the vacancy by emailing every Supervisor in the division with the vacancy. The solicitation shall provide a minimum period of thirty (30) calendar
days during which applications can be submitted by prospective applicants. DPD will have six (6) months from the implementation date of this Agreement to make the initial hires into these positions.

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

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

ARTICLE 14: PROFESSIONAL LICENSES

Pursuant to MLA Article 36: Training.

ARTICLE 15: TRAINING FUNDING

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

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

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

D. DPD shall provide (in house or otherwise) at no cost to employees other than attorneys the amount of training and supervision necessary to maintain any professional licenses or qualifications required by DPD as a condition of their employment.
E. DPD will make efforts to provide ongoing training needed for non-attorney staff to perform and excel at their jobs.

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

ARTICLE 16: TRANSPORTATION BENEFITS

Pursuant to MLA article 38.

ARTICLE 17: LABOR-MANAGEMENT COMMITTEE

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

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

ARTICLE 18: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY

Definitions:

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

Seniority within the Bargaining Unit shall be based on length of paid employment as a supervisor plus one half the length of the time spent in a non-supervisory position. This shall include all employment in the King County Department of Public Defense and one or more of the predecessor public defense agencies, including employment in the King County Office of Public Defense, regardless of whether or not the employment was continuous. If two or more individuals have an equal length of employment, seniority shall be determined by the length of time in a supervisory position.
Section 18.1. Pre-Layoff Meeting. The parties agree that retaining the most qualified public
defenders and public defender supervisors is in the best interests of a robust and high quality public
defense representation for indigent defendants. The parties acknowledge that the employees
occupying public defender supervisor positions are highly experienced and valued members of DPD
who possess years of experience as public defenders and that a layoff that results in the loss of such
an employee from public defense ordinarily should be avoided if possible. Upon request, the County
must identify specific and articulable reasons why voluntary demotion will not be permitted for a
specific employee.

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

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

An employee who has been identified for a layoff who has occupied his or her career service
public defender supervisor position for less than three (3) years and previously held a non-supervisor
public defender position in DPD has the right to voluntarily demote in lieu of layoff. All other
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.

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

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

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

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

18.6.7. Recall for Temporary Work. The County will offer to use bargaining unit
employees, in order of seniority, who are on the recall list to fill temporary positions performing
bargaining unit work in their classification series before employing anyone else, provided the
employee is qualified to perform the work, unless doing so is not manageable in the view of DPD
because of conflict of interest issues. An employee on the recall list who is offered temporary work
may decline the temporary work without jeopardizing his or her recall rights under this section.

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

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

ARTICLE 19: DISPUTE RESOLUTION PROCEDURE

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

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

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

Section 19.3. Notice of Rights. When the Employer seeks to meet with an Employee and that meeting might lead to disciplinary action, the employee shall have the right to request the presence of a Union representative and to be informed of the specific circumstances/issues underlying the possible disciplinary action, if known at the time. If the employee requests the presence of a Union representative, the Employer shall postpone the meeting with the employee for a reasonable period of time to obtain a Union representative’s presence, unless there are exigent circumstances.

Prior to the imposition of discipline, except in an emergency, the employee shall have a reasonable opportunity to respond to the allegation, which may be at the initial meeting.

Section 19.4. Maintaining Client Confidences and Privileged Information. The parties acknowledge that grievances filed under this dispute resolution procedure may involve information or materials that are subject to the attorney-client privilege, work product doctrine, or other protections.
provided by the rules of professional conduct or by statutory or constitutional provisions. In the event either party at any time wishes to present such information, after consultation between the parties, the managing attorney for the law office or designee shall provide for the information to be presented while not improperly disclosing client confidences and/or otherwise privileged information.

**ARTICLE 20: CONTRACTING OUT**

Pursuant to MLA Article 16.

**ARTICLE 21: SAVINGS CLAUSE**

Pursuant to MLA Article 30.
ARTICLE 22: DURATION

Pursuant to MLA Article 31.

APPROVED this 13th day of MARCH, 2018.

By:

[Signature]

King County Executive

John Scearce
Secretary-Treasurer
International Brotherhood of Teamsters Local 117
### 2018 Public Defense Attorney - Supervisor Salary Grid

2018 COLA = 3.25%

<table>
<thead>
<tr>
<th>Classification Title</th>
<th>PeopleSoft Job Code</th>
<th>Job Class Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Defense Attorney - Supervisor</td>
<td>641301</td>
<td>6140300</td>
</tr>
</tbody>
</table>

#### Supervisor Level 1

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

#### Senior Supervisor

<table>
<thead>
<tr>
<th>Step</th>
<th>Annual</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>$161,981</td>
<td>$77.8753</td>
</tr>
<tr>
<td>24</td>
<td>$164,006</td>
<td>$78.8488</td>
</tr>
<tr>
<td>25</td>
<td>$166,056</td>
<td>$79.8345</td>
</tr>
<tr>
<td>26</td>
<td>$168,132</td>
<td>$80.8325</td>
</tr>
<tr>
<td>27</td>
<td>$170,233</td>
<td>$81.8427</td>
</tr>
</tbody>
</table>
# ADDENDUM A

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

<table>
<thead>
<tr>
<th>Job Class Code</th>
<th>PeopleSoft Job Code</th>
<th>Classification Title</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>1020200</td>
<td>109503</td>
<td>Administrative Assistant II</td>
<td>58</td>
</tr>
<tr>
<td>2810200</td>
<td>281321</td>
<td>Administrator II</td>
<td>56</td>
</tr>
<tr>
<td>2440300</td>
<td>244404</td>
<td>Program Supervisor II</td>
<td>58</td>
</tr>
<tr>
<td>2441300</td>
<td>243324</td>
<td>Project/Program Manager III</td>
<td>63</td>
</tr>
<tr>
<td>2441400</td>
<td>243415</td>
<td>Project/Program Manager IV</td>
<td>68</td>
</tr>
<tr>
<td>3140100</td>
<td>314301</td>
<td>Public Defense Investigator Supervisor</td>
<td>57*</td>
</tr>
<tr>
<td>3119200</td>
<td>314201</td>
<td>Public Defense Mitigation Specialist Supervisor</td>
<td>62</td>
</tr>
</tbody>
</table>

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:

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

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 IIs. 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 IIs, 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 Scearcy  
Secretary-Treasurer