

**AGREEMENT BY AND BETWEEN  
THE DEFENDER ASSOCIATION  
AND  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 925  
JANUARY 1, 2010 THROUGH DECEMBER 31, 2012**



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**January 1, 2010, through December 31, 2012**

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**AGREEMENT BY AND BETWEEN  
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AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925**

**January 1, 2010, through December 31, 2012**

**PURPOSE**

These articles constitute an Agreement, terms of which have been negotiated in good faith between Service Employees International Union, Local 925, Change to Win Federation, hereinafter "Union", and The Defender Association, hereinafter "Employer" for the purpose of setting forth the wages, hours, and other conditions of employment of those employees for whom the Union is the recognized bargaining representative.

**ARTICLE 1: UNION RECOGNITION**

The Employer recognizes the Union as the bargaining representative for those employees employed by the Employer in the job categories listed in Appendices B and C. It is recognized that managers, supervisors, confidential employees, temporary employees (who are defined as employees who work under an agreement with the employer of less than six (6) months in duration), students, interns, volunteers and work/study employees are exempt from this Agreement.

**ARTICLE 2: UNION MEMBERSHIP**

**2.1 Union Membership.** All employees covered by this Agreement shall have the following options pertaining to union membership and union dues and fees: 1) employees may choose to become and remain members in good standing in the Union; 2) employees may choose to pay agency fees to the Union equivalent to the normal periodic dues and fees paid by members in good standing without becoming members of the Union; 3) employees may choose to pay to any charitable organization of the employee's choice an amount equivalent to the normal periodic dues and fees paid by union members. The charitable organization must be qualified under the Internal Revenue Code to accept contributions on a tax-deductible basis.

2.1.1 It shall be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall on or before the thirtieth (30th) day following the beginning of such employment elect one of the above three options. It is understood that employees choosing the third option will be able to make dues and fees

payments on a monthly basis.

2.1.2 Failure by an employee to abide by the above provisions shall constitute cause for discharge of the employee; provided that if an employee fails to fulfill these obligations, the Union shall provide the employee and the Employer with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make payment in the amount which is overdue, in which case the cause for discharge will be eliminated. The Union shall indemnify, defend, and hold the Employer harmless against any claim brought in any forum by an employee who is discharged by the Employer at the Union's request in compliance with this Article.

**2.2 Dues Deduction.** Upon receipt of written authorization individually signed by a bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount of dues or equivalent payment as certified by the Union. The Employer shall transmit the amounts deducted to the Union or to the approved charitable organization within five (5) working days of such deduction.

**2.3 Committee on Political Education (COPE).** The Employer agrees to deduct and transmit to the Union a specified amount from each employee's pay subject to the voluntarily executed COPE authorization payroll form.

### **ARTICLE 3: UNION BUSINESS**

**3.1 Newly Hired Employees.** The Employer will provide to the Union the names and addresses of all newly hired employees at the first payroll after the date of their employment; a copy of the list of names, without addresses, will be provided to the chapter president. The Employer will provide to new employees a copy of this Agreement, information regarding union membership, and a list of shop stewards as provided by the Union.

**3.2 Bargaining Unit List.** The Employer will provide to the Union a listing of all employees covered by this Agreement, including name, address, classification, rate of pay, hours of work, and other data as mutually agreed, normally at the times reports are prepared for the County, but no less often than three (3) times per year. The Union agrees to keep employee addresses provided by the Employer confidential, meaning they will not be shared outside of union staff, and in particular, will not be shared with other union members

**3.3 Union Bulletin Board.** The Employer agrees to provide reasonable space on a bulletin board on each floor of the Employer's premises where represented employees work for the posting of union information. Unless otherwise agreed, union information shall be posted only on the designated bulletin boards.

**3.4 Union Information in Mailboxes.** The Employer agrees that reasonable amounts of union information be distributed to the mailboxes of represented employees.

**3.5 Union Representative Worksite Visits.** Authorized representatives of the Union may visit the work locations of employees covered by this Agreement for the purpose of conducting union business; provided that the representatives notify the Employer or his designee of their presence and do not interfere with employees in the performance of their duties. Such visits, when they occur during the normal work hours, shall be of brief duration, normally no longer than five (5) minutes, and shall occur infrequently.

**3.6 Union Leave.** Union members may be allowed time off without pay to attend union sponsored activities. The request shall be submitted to the supervisor and forwarded to the Director. Upon recommendation by the supervisor and approval of the Director, the leave shall be granted with the terms of the leave and the conditions for return set forth in writing at the time the leave is granted.

### **3.7 Shop Stewards.**

**3.7.1. Designation of Shop Stewards.** The Union shall have the right to appoint five (5) shop stewards and may designate in writing alternate stewards if needed, so long as no more than five stewards are actively processing grievances at any one time.

**3.7.2 Rights of Shop Stewards.** Stewards shall have reasonable time during regular working hours for the formal investigation of alleged violations of this Agreement and for processing grievances. Grievants with whom the steward(s) must meet for the formal investigation and processing of grievances shall be allowed reasonable time during regular working hours for these purposes; provided that the orderly process of the Employer's business shall not be disrupted. Employees, stewards and other Union representatives will be unimpeded and free from restraint, interference, coercion, discrimination and reprisal in the investigation and processing of grievances, or otherwise seeking enforcement of this agreement. This does not extend the Employer's obligation beyond that imposed by applicable law.

**3.8 Use of Copier.** On their lunch hours or breaks, union shop stewards, officers and bargaining committee members who have been designated as such to the Employer may use the Employer's copy machines to produce materials for distribution to represented employees, provided that 1) such activity does not interfere with their regular work assignments, and 2) such activity does not interfere with other employees' use of the machines. The shop stewards, officers and bargaining committee members will report to the office manager and to the Union, in writing immediately after the use, the total number of copies made, and the Union will reimburse the Employer for the

actual cost associated with this copying in a billing method established by the Employer

#### **ARTICLE 4: WORK WEEK/HOURS OF WORK**

**4.1 Workweek/Work Hours.** The normal workweek for all employees shall be five (5) consecutive days, Monday through Friday, not to exceed seven and one-half (7-1/2) hours each to be completed in eight and one-half (8-1/2) hours from 8:30 a.m. to 5:00 p.m. except as indicated in Articles 4.1.1 and 4.4. It is understood that attorneys will often need to work beyond the normal workweek. The lunch period for clerical staff shall be sixty (60) minutes in length, unless otherwise agreed by the Employer and the Employee, and shall normally be duty-free, except for occasional staff meetings. Staff meetings scheduled during the lunch period shall be as normal work hours. Alternate schedules consistent with applicable law may be mutually agreed to by the Employer and the employee with notice to the Union at least seven (7) days prior to implementation of the schedule.

4.1.1 The normal workweek for investigators, paralegals, and social workers will be forty (40) hours (thirty-seven and a half [37.5] hours of work and two [2] fifteen [15] minute breaks/day), with the presumption that work will be performed between the hours of 7:30 a.m. and 7:00 p.m. Monday through Friday. It is understood that occasional later evening and weekend work will be required. Work over forty (40) hours per week must be approved in advance by the supervisor or the director or deputy director and documented by written report on a weekly basis. Hours in excess of forty (40) per week will be paid at the rate of one and one-half (1 1/2) the individual's rate of pay determined by dividing the weekly salary by forty (40). For purposes of this Article a paralegal supervisor is the supervisor in the division of assignment. If a situation arises outside of office hours when an investigator believes overtime is necessary, the investigator should call the investigation supervisor on his/her cell phone and obtain authorization to do the work. If the investigator cannot reach the investigation supervisor, the investigator should call the director or a deputy director on cell phone numbers that will be provided to the investigation staff. The investigator cannot proceed with overtime work without having obtained prior authorization from the investigation supervisor, the director or a deputy director, except when having been unable to reach the supervisor, the director or a deputy director, it is readily apparent to the investigator that the client's representation would be irreparably harmed by the delay that would be caused.

**4.2 Rest Periods.** The workday shall include one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon. An employee may elect, with the agreement of his or her supervisor, to take his or her breaks incrementally.

**4.3 Overtime Payment.** Non-exempt employees, shall be paid for compensated hours in excess of 40 hours per week, at the rate of one and one-half (1 ½ ) times the regular rate of pay. Overtime must be approved by a supervisor in advance. Employees may elect in lieu of compensation, if workload requirements can be met, to take compensatory time off at the rate of one and one-half (1 ½ ) times the excess hours worked; provided the compensatory time off is taken during the same pay period in which it is earned. Scheduling of compensatory time off is subject to approval of a supervisor.

**4.4 Time in Workday for Personal Business (Attorneys and Investigators).** In recognition of the fact that attorneys, investigators, paralegals and social work staff sometimes must work beyond the normal hours of work set forth in Articles 4.1 and 4.1.1 to meet their professional responsibilities, they shall be permitted to be absent from the work place occasionally and for limited periods of time during the scheduled work day for personal business; provided that their absences shall not prevent their meeting their professional responsibilities; that non-exempt employees still work (or take approved leave for) the number of hours they are scheduled to work during that week; and provided further that the employee advises the supervisor or other designated person of the time of his/her departure and expected time of return and notifies the office if delayed significantly past that time.

**4.5 Attorney of the Week.** Attorneys assigned to be Attorney of the Week shall receive additional compensation of two hundred fifty dollars (\$250.00) per week of such assignment. As an alternative, the employee may, at his/her option, on up to two occasions per calendar year (January 1 – December 31) elect to receive an additional day of vacation accrual per occasion, in lieu of the \$250 payment above.

4.5.1 Annually, a roster shall be posted and volunteers will have an opportunity to volunteer for selected weeks. Weeks which cannot be assigned to volunteers will be assigned on a rotating basis. The Employer retains the right to limit the number of AOW weeks for which an attorney may volunteer.

#### **4.6 Calendar Assignments.**

**4.6.1** All supervisors or their designees will endeavor to post any calendar assignments with at least 30 days advance notice. It is understood that unanticipated events, including, for example, attorney illnesses and court changes of schedule, may affect assignment of calendars and of cases

**4.6.2 Juvenile Offender Calendar Assignments.** In the Juvenile Offender unit, the supervisor will announce calendar assignments as much in advance as possible with a target two (2) months. It is understood that unanticipated events, including, for example, attorney illnesses and court changes of schedule, will affect

assignment of calendars and of cases.

## ARTICLE 5: HOLIDAYS

**5.1 Holidays.** All employees shall be entitled to all official court holidays with pay if normally scheduled to work on that day and for their normally scheduled hours.

**5.2 Pay on Holiday for Attorneys.** Attorneys who are required to appear in court on an official court holiday shall be paid for all hours when they are actually in court at the rate of one and one-half (1-1/2) times their regular rate of pay in addition to the holiday pay.

**5.3 Pay on Holidays for Investigators, Social Workers and Paralegals.** Investigators, social workers, and paralegals who are required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day by reason of circumstances making it impossible to schedule the work on a regular work day shall be paid for all hours worked at the rate of one and one-half (1-1/2) times their regular rate of pay in addition to the holiday pay, provided a supervisor has been notified regarding the necessity to work and has approved the holiday work in advance. An employee may designate a day in lieu of Christmas Day for consideration under this paragraph by providing written notification to his/her supervisor by January 3 of any year, or within two (2) weeks of execution of this Agreement, or within two (2) weeks of the employee's date of employment, whichever comes latest.

**5.4 Holiday Pay for all Other Employees.** All other employees who are assigned by a supervisor to work on an official court holiday shall be paid for all hours worked at the rate of one and one-half (1-1/2) times their regular rate of pay in addition to the holiday pay.

**5.5 Holiday during Health or Vacation Leave.** Holidays occurring during an employee's health or vacation leave shall not be charged against the employee's health or vacation leave account but shall be compensated as a holiday.

## ARTICLE 6: VACATION LEAVE

**6.1 Vacation Accrual Rate.** All regular employees shall accrue vacation leave at the rate designated below, beginning with the effective date of employment. Placement on the vacation scale shall be based on the employee's total number of years of employment with the Employer.

Months Worked	Days Per Year	Days Accrued Per Month
0 - 12	12	1.00
13 - 24	13	1.083

24 - 36	15	1.25
36 - 60	20	1.67
60 - 84	21	1.75
84 - 108	22	1.83
108 - 132	23	1.92
132 or more	24	2.00

**6.2 Accrual for Part-Time Employees.** Vacation leave accrual for part-time employees shall be prorated on the basis of their assignment as compared to a full-time assignment.

**6.3 Maximum Vacation Carryover.**

6.3.1 Employees are encouraged to use their vacation in the year in which it is accrued. Employees ordinarily may not carry over more than twenty (20) days to the next calendar year. This forfeiture provision may be waived upon request if the Employer determines that it is not feasible for the employee to use accrued vacation because of work obligations that year.

6.3.2 An employee's total accrual shall not exceed thirty (30) days for a period in excess of thirty (30) days unless a longer period is authorized by his/her supervisor. The Employer shall notify an employee of the requirement to reduce his/her vacation accrual when he or she has accrued twenty-eight (28) days of vacation. Unless authorized otherwise by a supervisor, no vacation will accrue that puts the employee's total accrued vacation above thirty (30) days for longer than 30 days.

**6.4 Vacation Requests.** Employees will submit vacation requests to the supervisor at least fifteen (15) work days in advance of the requested date, whenever possible. Requests made with less than fifteen (15) days' notice will be considered, if possible. Requested vacation dates will be approved whenever possible, taking into consideration caseload pressures, client obligations, and the limitations of staff and resources. When vacation requests are submitted with at least thirty (30) days' notice, supervisors will assist attorneys in attempting to arrange assignments in a manner to maximize the likelihood that they will be able to take a scheduled vacation. This provision neither requires nor prohibits the reassigning of cases by supervisors. The Employer will make available a total of two hundred dollars (\$200) per year for reimbursement of the purchase price of vacation trip cancellation insurance for felony attorneys and investigators, subject to the discretion of the Employer. The Employer agrees that it is essential for staff members to have vacation time. The Employer will, to the extent possible, assign cases in such a way as to enable employees to take vacation without unduly burdening their colleagues or compromising the representation of clients consistent with the obligations contained in Appendix "A".

**6.5 Delayed Case Assignment upon Return from Vacation.** Attorneys assigned to felony, misdemeanor, or juvenile cases, who have had more than five (5) consecutive days of vacation approved, and who have requested the vacation more than thirty (30) days in advance, may request that the supervisor not assign cases with hearings scheduled in the first two (2) working days immediately following their return unless the hearing will be handled by another attorney. It is recognized that emergency situations, including unanticipated volume of assignments or immediate work needed on complex litigation, might require an employee to be assigned to such cases.

**6.6 Advance Vacation Leave.** Advance vacation leave is not normally permitted; provided, however, upon written recommendation from the employee's supervisor, the Employer will review and may approve requests for advance vacation leave not to exceed five (5) working days.

**6.7 Vacation Pay upon Voluntary Termination.** Upon voluntary termination for any reason, the employee shall be paid for all unused vacation credits to a maximum of twenty-four (24) days, provided that the employee has provided the Employer with thirty (30) days' notice of his/her intent to terminate. Any attorney, investigator, social worker, or paralegal who voluntarily terminates without providing thirty (30) days' notice to the Employer shall be paid for all unused vacation credits to a maximum of five (5) days. Any other employee who terminates without providing thirty (30) days' notice shall be paid for all unused vacation credits to a maximum of fifteen (15) days.

**6.8 Vacation Pay upon Involuntary Termination.** Upon involuntary termination for any reason, the employee shall be paid for all unused vacation credits.

**6.9 Failure to Close Files upon Termination.** Any employee who terminates without closing files in completed cases within one (1) week after termination or without completing transfer procedures as specified by the supervisor will not be eligible to receive payment for any unused vacation credits. This Article will not apply to employees who terminate because of catastrophic illness and who are medically unable because of a physician-certified disability to close their files.

**6.10 Payment of Unused Vacation upon Employee's Death.** In cases of separation by death, payment for all unused vacation credits shall be made to the employee's estate or designated beneficiary.

**6.11 Hospitalization during Vacation Leave.** Upon receipt of a physician's certification of unexpected hospitalization or more than two (2) days of disability, employees shall be permitted to substitute health leave for vacation leave for the periods of hospitalization or disability of more than two (2) days occurring during vacation periods.

## **ARTICLE 7: HEALTH LEAVE**

### **7.1 Sick Leave Accrual.**

7.1.1 Employees shall accrue health leave at the rate of one (1) day per month, prorated for part-time employees. Health leave accrual for the calendar year shall be credited to the employee on January 1 of each year. Employees may carry over a maximum of three days of health leave from the previous year. Health Leave shall accrue up to a maximum of fifteen (15) days.

7.1.2 Employees beginning employment after January 1 shall be credited with a prorated amount for the remainder of the calendar year; provided, however, if such employee terminates prior to January 1 of the following year, a deduction will be made from his/her final pay check equal to the pay received for any health leave used in excess of that accrued at a rate equivalent to one (1) day for each month of employment. Health leave shall accrue up to a maximum of fifteen (15) days.

**7.2 Vacation for Sick Leave.** Employees who have used zero health leave days during a calendar year shall accrue two (2) additional vacation days at the end of the calendar year. Employees who have used one health leave day during a calendar year shall accrue one (1) additional vacation day at the end of the calendar year. Such additional vacation days will have no cash value upon termination.

**7.3 Sick Leave Use in One-Half Hour Increments.** Health leave may be used in one-half (1/2) hour increments.

**7.4 Immediate Family Definition.** For purposes of health leave, "immediate family" shall be defined as including the employee's children (natural, step, or adopted), father, mother, husband, wife, or other persons with whom the employee has a significant relationship and with whom the employee resides. The employee if not married may designate a person who is his/her domestic partner or life partner to be treated as a spouse for purposes of this Article. When an illness requires the employee to be absent from work to assist a relative, the term "immediate family" shall also include brother, sister, grandmother, grandfather, and grandchild and the sibling, parent, child, grandparent or grandchild of the employee's spouse, domestic partner, or life partner.

**7.5 Sick Leave Notification.** In order to receive compensation for full-day absences covered by health leave, the employee must notify either his/her immediate supervisor or the Employer by 8:30 a.m. Notification to the answering service is not adequate notice. Any arranged policy or means of notification set up by the supervisor is adequate notice. For absences that are expected to extend beyond one (1) day, the

employee shall notify his/her supervisor or the Employer of his/her expected return date and has an affirmative obligation to provide prior notice if unable to return to work on that date. Unless too ill to do so, attorneys shall also contact the courts in which they have hearings/trials scheduled on a day on which they will be absent, inform the court of the reason for the absence, and request a continuance or advise the court of arrangements that have been made to cover the hearings/trials scheduled for that day.

**7.6 Medical Verification of Illness.** The Employer may require medical verification of illness or disability for absences extending beyond two (2) work days, for absences occurring in a pattern, or for absences for which the Employer has reason to believe health leave should not be granted.

**7.7 Vacation Leave for Sick Leave.** When the employee's health leave accrual is exhausted, the employee shall use accrued but unused vacation leave to cover absences normally covered by health leave unless the Employer agrees otherwise. If vacation leave is depleted, the absence may be authorized by the Employer as leave without pay.

**7.8 Sick Leave Donation Program.** Any employee may donate up to one (1) day of his or her accrued health leave balance and/or up to two (2) accrued vacation days to another employee as follows:

7.8.1 The donation shall be in writing to the Director, who shall have the discretion to approve the donation. Donation of health leave shall not disqualify an otherwise eligible employee from bonus vacation days pursuant to Article 7.2.

7.8.2 The recipient must have exhausted his or her health leave and vacation leave as of the effective date of the donation.

7.8.3 The recipient must have abided by the provisions of this Agreement and the policies of the Employer regarding use of health leave.

7.8.4 The donation may be for the recipient to care for an "immediate family" member as defined in Article 7.4 or for the recipient, for an illness, injury, impairment, or physical or mental condition which is of an extraordinary and severe nature and which has caused, or is likely to cause, the recipient to go on leave without pay. In determining eligibility to use donated health leave or disability leave the Employer may require medical verification from a physician or healthcare practitioner.

7.8.5 Donated health leave may not be substituted for insured short term disability leave when applicable.

7.8.6 Health leave may not be extended by donations for more than twenty (20)

workdays per year.

**7.9 Personal Leave Days.** Three (3) days of annual sick leave shall be converted to personal days. These days may not be used for snow days. The use of these days counts as sick leave usage for the purpose of qualifying for bonus vacation days (see Article 7.2).

## **ARTICLE 8: LEAVES OF ABSENCE WITH PAY**

**8.1 Leave for Religious Observance.** Upon request, employees shall be granted leave with pay to attend religious services to a maximum of three (3) hours per day and a maximum of six (6) hours per year. Requests for additional leave with pay for religious services will be reviewed by the Employer and may be granted.

**8.2 Leave for Bar Examination.** Attorneys who are regular employees practicing under Admission of Practice Rule 8 or 9 and who are preparing to take the Washington State Bar Examination are entitled to ten (10) days of leave with pay, excluding holidays, to prepare for and take the exam. Longer leaves of absence for the same purposes may be granted without pay when approved by the Employer. The employee shall be entitled to paid leave under this Article only once. Leave without pay for the same purposes may be granted for subsequent examinations.

**8.3 Jury Duty Leave.** Employees shall be permitted leave of absence with pay for jury duty, to serve as a witness at trials in which the employee has been subpoenaed and is not a party, to serve as a judge pro tem, or to exercise other subpoenaed civil duties, provided that the employee remits the fee, excluding reimbursement for expenses that otherwise would not have occurred, to the Employer. If the fee exceeds the employee's salary, the employee may choose to take leave without pay and retain the fee.

**8.4 Study/Training/Instruction/Professional Speaking Leave.** Upon recommendation of the employee's supervisor and approval by the Employer, employees who have been employed a minimum of six (6) months may receive short leaves with pay for study, training, instruction, or professional speaking engagements when such activity would serve to enhance the development of the individual employee and the Employer's programs. Any fees earned while on leave with pay shall be remitted to the Defender Association.

**8.5 Bereavement Leave.** Employees are entitled to five (5) days of leave with pay in the event of a death in the immediate family. "Immediate family" for purposes of this Article shall be defined as including the employee's children (natural, step, or adopted), father, mother, grandfather, grandmother, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, and other persons with whom the employee resides and with whom the employee has a significant relationship.

In addition to the above, the employee may designate at the time of employment or at the time of implementation of this contract an additional person to be treated as immediate family for purposes of this Article. The employee, if not married, may designate a person who is his or her domestic partner or life partner to be treated as a spouse for purposes of this Article. The father, mother, daughter or son of the domestic partner shall be considered immediate family for purposes of this Article. The employee may be granted up to five days leave without pay in the event of the death of a grandparent of his/her spouse, domestic partner, or life partner, to attend memorial services or to assist the family. Leave for a death in the family may be extended by the use of health leave and/or vacation leave.

**8.6 Birth/Adoption Leave.** Employees are entitled to five (5) days of leave (prorated for part-time employees) to be used upon the occasion of the birth or adoption of a child. Employees are entitled to family leave as provided in Article 9.2.

## **ARTICLE 9: LEAVES OF ABSENCE WITHOUT PAY**

**9.1 Leave without Pay Request.** Employees may submit written requests for leaves of absence without pay not to exceed twelve (12) months. The request, including explanatory details, shall be submitted to the supervisor and forwarded to the Public Defender director. Upon recommendation by the supervisor and approval of the director, the leave shall be granted with the terms of the leave and the conditions for return set forth in writing at the time the leave is granted. Leave without pay ordinarily will be conditioned on the employee being current on closing cases and having completed work that he or she was required to complete prior to the leave request.

**9.2 Family and Medical Leave.** The Employer and the Union recognize that provisions of state and federal law relating to family and medical leave apply to employees and will be honored. The Employer may require an employee who qualifies for protected leave without under the Family Medical Leave Act (FMLA) to use any available paid leave, including health leave and vacation leave, before taking leave without pay.

**9.3 Leave without Pay Less than One Month.** Approval of a leave of absence not to exceed one (1) month with a specific date for return to work shall ensure that an employee may return to his/her former position, unless otherwise agreed. This Article may apply to leaves of absence of more than one (1) month upon prior written agreement between the Employer and the employee.

**9.4 Leave without Pay Exceeding One Month.** Approval of a leave of absence exceeding one (1) month shall ensure that an employee will be returned to his/her former position if it is available or, if it is no longer available, to the first available comparable position after the date for return agreed upon by the Employer and the employee.

**9.5 Return from Leave.** Employees returning from an FMLA leave of absence shall be eligible to return to the first available comparable opening as contemplated by state and federal law. An employee who extends his/her leave of absence by requesting a personal non-FMLA leave and who is offered a comparable position and declines the offer shall be considered to have resigned but may reapply. If more than one employee is awaiting return then openings shall be offered in the order of the employees' agreed upon return date when the leaves were granted or last amended.

**9.6 No Vacation/Health Leave Accrual during Leave.** Vacation leave and health leave shall not accrue during a leave of absence but the employee's accruals shall be reinstated upon his/her return to employment. Employees are not eligible for paid days off, such as for holidays, health leave, and death leave, while on leave without pay.

**9.7 Continuation of Medical/Dental Insurance.** Employees may continue to be enrolled in medical and dental insurance programs during a leave of absence, by reimbursing the Employer for the cost of continuing those benefits during the period of the leave of absence; provided, however, the Employer shall continue to provide the employer contribution toward the payment of medical insurance premiums for a maximum of ninety (90) days for employees on short-term disability leave. The Employer shall provide up to five thousand dollars (\$5000) annually for this benefit. Notwithstanding the above, the Employer will comply with provisions of the Family Medical Leave Act with respect to payment of medical insurance premiums for employees on leaves of absence covered by the FMLA.

**9.8 Meet with Supervisor before Leave.** Employees are required to meet with their supervisor prior to departing on any pre-scheduled leave in order to provide the supervisor with information regarding appointments, a copy of the employee's appointment and court hearing calendars, the name of an employee who has been briefed to cover for the departing employee, the employee's anticipated whereabouts during the leave, and the means by which the employee may be reached in case of an emergency.

**9.9 4-2-4 Program.** The 4-2-4 Program shall continue as described below:

9.9.1 The 4-2-4 Program is a yearly work schedule where an employee works four (4) months, is off for two (2) months, returns to work for four (4) months, and then is off for two (2) months. This work schedule is made possible by the hiring of three (3) employees to fill two (2) positions.

9.9.2 The 4-2-4 Program was established in part to alleviate staff "burn-out by providing an alternative work schedule for those employees who desired periodic leave. No employee has a right or guarantee of participation in a 4-2-4 Program. The number of 4-2-4 Programs within the office of the Employer and 12 the

choice of individuals permitted to participate in a 4-2-4 Program are decisions within the discretion of the Employer. If an employee meets the requirements of participation in a 4-2-4 Program, absent extenuating factors and dependent upon the availability of an opening within existing programs, the Employer normally will make a good faith effort to accommodate the employee's request. Should the request be denied, the employee should be informed of the reason for the denial.

9.9.3 Employees permitted to participate in a 4-2-4 Program should meet the following requirements: 1. have been employed by the Employer for a period of nine (9) months; 2. have been in the Article in which the 4-2-4 Program will be implemented for a period of four (4) months prior to beginning a 4-2-4 Program; 3. have demonstrated an ability to maintain calendars and files in an orderly and complete manner; 4. have demonstrated an ability to maintain good client relationships; 5. have demonstrated an ability to work well with fellow employees in order to assure a smooth and amicable transfer of caseload; 6. have earned the professional respect of his/her fellow staff members inasmuch as employees will be assuming cases where other employees have made decisions which affect the defense of the client.

9.9.4 A 4-2-4 Program should be scheduled for a minimum of one (1) year. Participation in a 4-2-4 Program by an employee presumes a minimum one-year commitment to The Defender Association and to the other participants in the 4-2-4 Program.

9.9.5 Participants in a 4-2-4 Program are to receive two-thirds (2/3) of what would be their annual full-time salary. Participants in a 4-2-4 Program receive full fringe benefits of employment, except that they do not accrue vacation leave during the period of their participation in a 4-2-4 Program, and health leave is accrued on a two-thirds (2/3) basis. Participants accrue seniority for the purpose of computing vacation leave after they cease participation in a 4-2-4 Program.

9.9.6 Participants in a 4-2-4 Program are required to report to their supervisor at least one (1) week prior to returning to work in order to familiarize themselves with the caseload, calendar, and clients.

9.9.7 Attorney Professional Obligations Before Leave. Professional obligations may require that an attorney remain beyond his/her scheduled departure date to complete a case. Monetary compensation is not possible in such situations. The obligation is recognized to be a responsibility resulting from participation in a 4-2-4 Program.

**9.10 Obligations Prior to Going on Leave.** Participants preparing to go on leave are obligated to perform the following: 1. Bring up to date and check appointment/court calendar. 2. Complete closeout procedures on all closed files. 3. Bring up to date open

files as to time, activity, interviews, court documents, court appearances, briefs due, outstanding investigations, etc. for each open file. 4. Consult with the attorney or other staff person who is to assume the caseload. 5. For attorneys, inform all clients that another attorney will be representing them and provide them with the name of that person. 6. For attorneys, introduce clients in custody to their new attorney. 7. Provide their supervisor with their anticipated whereabouts during leave and the means by which they may be reached in case of an emergency.

## **ARTICLE 10: INSURANCE BENEFITS**

**10.1 Medical Insurance.** The Employer shall make available a medical insurance program providing coverage for regular employees who work half-time or more during the month and their dependents, and the employee's domestic partner. The employee may select coverage under the plans offered. Coverage shall commence on the first day of employment, if permitted by the carrier, or as soon thereafter as permitted by the carrier. The provisions of this Article 10.1 and its subsections shall be open for negotiations forty-five (45) days prior to the annual insurance renewal date during each year of this agreement.

10.1.1 For all regular employees who work half time or more during the month, the Employer shall, effective July 1, 2009, pay **\$453.79** toward the premium. Any premium amounts in excess of the Employer's contribution for the coverage provided to the employee or for dependent coverage will be paid by the employee through payroll deduction.

10.1.2 The Employer may alter plans but will continue to offer Group Health as long as Group Health is available.

### **10.2 Dental Insurance.**

10.2.1 The Employer's monthly per-employee contribution for dental insurance for January 1, 2009 through December 31, 2009, are as follows:

	<u>Attorney</u>	<u>Non-Attorney</u>
Employee	\$ 54.34	\$ 54.34
Employee plus one	\$ 61.05	\$ 91.05
Employee plus two or more	\$109.51	\$139.51

Employer will cover the entire premium for all employees regardless of job category. Employees will pay the same amount toward dependent coverage in 2009 as in 2008:

Attorneys: \$30.00 for 1 additional dependent  
\$40.00 for two or more dependents  
Non-attorneys: \$00.00 for 1 additional dependent  
\$10.00 for two or more dependents

10.2.1 The Employer and the Union will negotiate regarding dental premiums annually. The Employer will continue to pay the previous year's contribution for thirty five (35) days following the request to open negotiations.

**10.3 Part-time Employee Insurance Eligibility.** Part-time attorney employees otherwise eligible for benefits in Articles 10.1 and 10.2 will pay their proportional share of health and dental benefit premiums based on the percentage of caseload. Non-attorney employees whose full-time equivalent status is less than .7 and whose annual salary, if full-time, would be \$57,000 or more shall pay their proportional share of dental premium costs based on their FTE status. The Employer shall pay the full dental premium of any non-attorney employees whose annual salary is less than \$40,000 or whose FTE status is .7 or more.

**10.4 Healthcare Insurance Review.** The Employer and Union will meet and discuss health insurance options prior to the renewal period each year.

**10.5 Life/Disability Insurance Program.** Each regular employee who works half time or more during the month shall be covered by a group life/disability insurance program, to be chosen by the Employer. Coverage shall commence on the first day of employment, if permitted by the carrier, or as soon thereafter as permitted by the carrier. The Employer shall pay the premium for this insurance with no premium cost to the employees.

**10.6 Social Security Coverage.** All employees are covered by Social Security through F.I.C.A. payroll deductions, as provided by law.

**10.7 Workers' Compensation Coverage.** All employees are covered by Workers' Compensation, as provided by law.

**10.8 Employment Security Act Coverage.** All employees are insured under the provisions of the State of Washington Employment Security Act and are eligible for unemployment compensation, as provided by law.

**10.9 Direct Deposit.** All employees will be paid by direct deposit and must furnish the required authorization and account information as a condition of employment.

**10.10 Simplified Employee Pension Plan.** All regular employees who are at least twenty-one (21) years old and who have worked for the Employer during at least three

(3) of the immediately preceding five (5) years and who have earned at least \$300.00 during the year must participate in the Simplified Employee Pension program made available by the Employer. The SEP program will be administered in accordance with IRS regulations and the plan document. The Employer agrees to discuss an additional 2009 SEP contribution when a reliable end of the year balance is known. The Employer will revise the plan document when and if feasible and lawful so that SEP contributions are made based on employee gross income, rather than adjusted gross income.

**10.11 Counseling Reimbursement.** The Employer will provide up to six-hundred dollars (\$600.00) reimbursement for counseling needed to address harassment, violence or threats of violence made against employees by clients, witnesses, victims or other persons related to these or to a case under the following circumstances:

10.11.1 Similar counseling is not covered by the employee's health insurance;

10.11.2 The violence or threats were reported by the employee to his or her supervisor at the time received;

10.11.3 The counseling is provided by a licensed psychiatrist, psychologist, social worker or mental health practitioner and the billings are documented in writing.

## **ARTICLE 11: COMPENSATION**

**11.1 Salaries/Wages.** Employees covered by this Agreement shall be paid no less than the salaries or wages set forth in Appendices "B" and "C" attached hereto and made a part of this Agreement.

**11.2 Yearly Step Increases.** Yearly step increases will be implemented on each employee's anniversary date of employment and adjusted, when appropriate, in accordance with Article 13.10.

11.2.1 When employees move from one job description to another, their salary anniversary date shall be the date on which they were first assigned to the particular job classification. When employees occupy more than one job classification at one time, their salary anniversary date shall be the date on which they were first assigned to the particular job classification.

**11.3 Work in Higher Classification.** Employees who are assigned to perform the duties of a position in a higher compensated classification for more than five (5) days in a twenty-four (24) month period shall be compensated at the lowest step in the higher paid classification that would yield an increase in compensation for all hours worked in the higher classification. Assignments of less than one-half (1/2) day shall not be

counted toward the five (5) days. Assignments of one-half (1/2) day or more shall be counted on a pro rata basis. Assignments to the higher classification position after twenty-four (24) months have passed will be paid at the higher rate after the employee has performed three (3) more days in the higher classification position.

**11.4 Fellowships and Grants.** It is understood that occasionally the Employer is able to obtain public interest fellowship and grant funds for attorney and other staff positions, including university and law firm funded fellowships and private foundation grants. The Employer will make reasonable efforts to obtain funds sufficient to pay salaries commensurate with the scale in this agreement, but it is recognized that often the separate funding does not permit that. The Employer will pay at least the salary specified in the public interest fellowship or grant agreement for positions supported by public interest fellowship and grant-funded positions. It is understood that the Employer will not employ more than five employees funded by grants and fellowships without negotiation with the Union. It is expected that such grants and fellowships shall not exceed two years. Grant or fellowship funded employees shall not be covered by this collective bargaining agreement.

**11.5 Aggravated Homicide Lead Attorney.** The lead attorney to an aggravated homicide case will be classified as and paid as a Senior I attorney for the pendency of the case. Upon conclusion of the case, the attorney will return to his/her previous salary level, recognizing in the scale level the increased time in the office, if the previous level was not at the top of the scale. Attorneys who previously may have been Senior I or Senior II attorneys will not receive experience credit for their time as supervisors when they were assigned as Senior I for aggravated homicide cases. The classification as a Senior 1 attorney will be made on a monthly basis. This Article only applies if the lead attorney is working at least 0.5 time during the month on the aggravated homicide case. Seniority credit as a Senior 1 will be earned only for months in which the attorney is classified as a Senior 1. Attorneys who have previously worked as Senior I lead counsel on aggravated homicide cases since January 1, 2005, will receive experience credit on the Senior I scale for that prior experience when they again are assigned as lead counsel on an aggravated homicide case. Attorneys who are at the top of the salary scale for staff attorneys shall earn more on the Senior scale when working as lead counsel on an aggravated homicide case.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

**12.1 Prompt Settlement of Grievances.** The Employer and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continuing good employee relations and morale and to this end the following procedure is provided. Every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking enforcement of this agreement.

**12.2 Grievance Definition.** A grievance is an issue raised by an employee or the Union relating to the interpretation of employee rights, benefits, or conditions of employment, excluding transfer, as contained in this Agreement.

**12.3 Grievance Procedure.** The following procedure shall be used for the processing of grievances:

STEP ONE: A grievance shall be presented orally or in writing to the immediate supervisor within twenty (20) working days of the occurrence of such grievance or within twenty (20) working days of the date when the employee or the Union should reasonably have become aware of the occurrence of the grievance, whichever is later. Failure to file a grievance within the time limit shall constitute a waiver of the grievance. At the request of the grievant, the Union, or the supervisor, a meeting of the parties shall be held for purposes of investigation and attempted resolution. The immediate supervisor of the affected employee or such other manager whose action is being grieved shall communicate his or her response to the employee and the Union within twenty (20) working days of the initial filing. Resolution reached at Step One shall not be considered to be precedent setting.

STEP TWO: If the grievance is not satisfactorily resolved at Step One, the grievant or the Union may present the grievance to the Employer's designee. The Employer's designee shall make his or her own decision after reviewing the matter. Submission at Step Two must be within ten (10) working days of receipt of the response at Step One and must be in writing. The written grievance should include the nature of the grievance, the specific provision of the Agreement allegedly violated, and the remedy sought. At the request of the grievant, the Union, or the Employer's designee, a meeting of the parties shall be held for purposes of investigation and attempted resolution. The party requesting the meeting is responsible for scheduling it at a time workable for other participants. If the party requesting the meeting does not schedule it to occur at least two working days prior to the deadline for the Step Two response, the party is deemed to have waived the meeting, and the grievance may be resolved without a meeting. The Employer's designee shall give written notice of his or her response to the grievant and the Union (including the shop steward and the union office) within twenty (20) working days after receipt of the grievance.

STEP THREE: If the grievance is not satisfactorily resolved at Step Two, the grievant or the Union may proceed to Step Three, by providing written notice to the Employer's designee, within five (5) working days of receipt of the Employer's designee's written response.

Mandatory Mediation. Prior to any hearing, there will be mandatory mediation

conducted by a board member selected by the board president. Mediation shall be conducted within twenty (20) working days of the written notice invoking Step Three. The role of the mediator is to meet with both parties to attempt to reach agreement, including assisting in the development of a resolution. The mediator is not authorized to reach an independent decision. The mediator shall announce the results of the mediation within twenty (20) working days of the filing of the notice invoking of appeal, unless a longer time is agreed to by both parties. If, no announcement is made within (20) working days and there is no extension of the time limit, it will be assumed that no agreement is possible.

#### STEP FOUR: Board of Directors Hearing Panel:

Referral for Hearing and Definition of Relevant Issues. If the grievance is not resolved by mediation, the Union may, within five (5) working days after the mediator announces that no agreement appears possible or within five (5) working days after the conclusion of the mediation period, whichever comes first, refer the grievance to the board president for a hearing. Prior to the hearing, the board mediator, the Union, and the Defender shall attempt to define the relevant issues. If agreement is not reached, the Union and the Defender shall state in writing the issues which each deems to be relevant. The parties may by mutual agreement elect to have the hearing panel render a decision based on written submissions alone.

Hearing Panel The hearing panel shall consist of three (3) members of the board of directors to be appointed by the board president. The mediator shall not be eligible for appointment to the panel. The hearing panel shall be vested with the full authority of the board of directors for the purposes of conducting a hearing and deciding a grievance. A decision of the hearing panel will be final and binding on both parties. The hearing shall be scheduled within ten (10) working days after the referral for a hearing.

Hearing Rules and Procedures Questions asked and information given must meet a test of relevancy and materiality on the issue relating to the interpretation of employee rights, benefits, or conditions of employment, as contained in this Agreement. The Union shall have the burden to establish that the Employer violated, misapplied, or misinterpreted this Agreement. Both the Union and the Employer may have a representative or counsel. Any member of the Employer's staff, if requested by either the Employer or the Union, may present relevant information. The Union shall present its case first. Witnesses may be asked to present relevant information. The aggrieved employee and any witnesses may be questioned by panel members and by the Employer, consistent with the determination as to relevant issues. The Employer shall present his or her case second. Witnesses may be asked to present relevant

information. The Employer and any witnesses may be questioned by panel members and by the Union, consistent with the determination as to relevant issues.

After both the Union and Employer the have had the opportunity to present relevant information, to summarize their positions, and to submit briefs, if requested, the hearing panel shall reach its conclusion in executive session and shall prepare a written decision. The hearing panel shall notify the Union and the Employer of its decision within ten (10) working days of the conclusion of the hearing or within ten (10) working days after the submission of briefs, whichever comes later.

STEP FOUR "B" Arbitration: In cases of suspension longer than two (2) weeks, in cases of termination, and in cases of conflicting interpretations of the Agreement which would affect an entire category of employees, the Union may, as an alternative to the board proceedings, present the grievance for arbitration. Referral to arbitration must be within twenty (20) working days of the conclusion of Step Three.

The arbitrator will be selected by mutual agreement of the Union and the Employer, or, if mutual agreement cannot be reached within ten (10) working days of referral to arbitration, by requesting a list of seven (7) Washington and Oregon arbitrators from the American Arbitration Association and alternately striking names until only one name remains.

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

The arbitrator's fee and expenses, any court reporter's costs if mutually agreed to have the hearing reported, and any costs for other shared services or facilities shall be borne equally by both parties. Neither party shall be responsible for the expenses incurred by the other.

**12.4 Time Limits Mutually Extended.** The time limits set forth herein may be extended to a specific date upon written consent of both parties. In the absence of such written consent, failure of the Union or the grievant to proceed to the next step within the prescribed time limit shall constitute waiver and satisfaction of the grievance. If the Employer fails to respond to the grievance within the time limit required, the grievance will automatically proceed to the next step in the procedure.

**12.5 Grievance Filed at Any Step.** A grievance may be filed at any step that is mutually agreed upon in writing by the Employer and the Union. The Union and the

Employer may agree to waive any of the above steps. The union and the Employer may mutually agree to move to mediation at any step of the grievance procedure.

### **ARTICLE 13: PERSONNEL ACTIONS**

**13.1 Nondiscrimination/Affirmative Action.** It is recognized that the Employer is committed to the principle of recruiting and selecting employees on the basis of demonstrated and potential ability to perform the functions of the positions available with the highest degree of skill and judgment without regard to race, creed, sex, sexual orientation, gender identity, age, or national origin. Further, the Employer undertakes to pursue a policy of affirmative action in its personnel practices consistent with state and federal law and contract requirements of the funding sources. It is recognized that the Employer retains the responsibility for determining the number and assignment of staff and for the recruitment, selection, and advancement of all employees, subject to the provisions of this Agreement. Insofar as employee preferences may be honored consistent with the needs of the office, they will be.

**13.2 Notice of Available Positions.** Notice of the availability of open positions shall be advertised to all staff within the office and mailed to employees on leave who have requested such information five (5) working days prior to the closing of the position, unless immediate staffing requirements are inconsistent with such advertising, in which case the Union will be notified of the position's being filled as soon as possible. "All staff" shall mean all attorneys when attorney positions are open and all support staff when support staff positions are open. The posting shall include information describing the qualifications for the position.

**13.3 Lateral Transfer or Promotion Requests.** Employees shall submit written requests for lateral transfer or promotion to any posted position. The Employer shall have the authority to reject any potential transferee if the Employer believes, based upon employee evaluations, reports of co-workers, interviews, experience, tests, and any other performance criteria, that the potential transferee is unsuited for work in that division. If more than one applicant exists for any transfer or vacant position, the Employer shall make a selection, if any, based on skill, judgment, length of service in a division, potential, experience, and the applicant's current ability to meet the workload requirements of his/her division. Current special projects and special needs of pending cases will be considered.

13.3.1 Current staff members who apply for a vacant position shall be given strong consideration. Employees who apply but are not selected for transfer or promotion to an open position will be given the specific reasons in writing, upon written request. Employees who do not apply for transfer for a vacant position but are selected for involuntary transfer will be given the specific reasons in writing, upon written request. Such explanation for denial of transfer or promotion shall

include a statement as to whether the employee not selected is qualified to fill the position, and if not, what steps the employee can take to become qualified.

13.3.2 To ensure the selection of the best possible candidate, the Employer may invite additional applications from outside the office. The Employer may hold any position vacant. 13.3.3 When during the course of an attorney's transfer to a new division, the new division supervisor imposes case assignments or other obligations which conflict with requirements imposed by the supervisor of the division from which the attorney is transferring, the attorney may request that the director or his/her designee facilitate a resolution of the conflict. Prior to such a request, the attorney should present the conflict to his/her current supervisor so that supervisor has an opportunity to address the issue with the new supervisor.

**13.4 New Hire Probationary Period.** All newly selected personnel shall be employed on a probationary status for a period of one hundred eighty (180) days for attorneys and ninety (90) days for other employees, measured from the date of first employment. During that time the employee may be terminated without the right to appeal. The probationary period for any employee may be extended for up to three (3) sixty (60) day periods for attorneys and up to three (3) thirty (30) day periods for non-attorneys, on the written recommendation of the employee's immediate supervisor.

13.4.1 During the first fourteen (14) days of employment the newly hired employee shall receive orientation assistance, including, but not limited to, a description of job responsibilities supplementing Appendix A and in-court assistance if necessary.

13.4.2 Newly hired attorneys normally will not be assigned attorney of the week (AOW) responsibilities for at least three (3) months. If the attorney is not assigned to Misdemeanors or does not have significant prior criminal law experience, the normal period will be six (6) months.

13.4.3 The first two-thirds of the probationary period shall be assessed by a written evaluation prepared by the employee's immediate supervisor assessing the employee in relation to the job description. This evaluation shall review his/her ability, improvement, and potential for success and include comments about any problems and the need for improvement.

13.4.4 Prior to the end of the probationary period, the evaluator shall submit to the Employer a written recommendation to place the employee on regular status, to extend probation, or to dismiss the employee. The employee will be advised of the decision in writing.

**13.5 Employees Evaluation of Supervisors and Administrative Personnel.** Employees will have the opportunity to evaluate their supervisors and administrative

personnel at least biennially. The purpose of this evaluation is to provide input for consideration by the Director.

**13.6 Employee evaluations.** Evaluations of all employees shall be conducted annually, measured from the date of achieving regular status.

13.6.1 Employees who have transferred to a new assignment within two (2) months prior to their evaluation date may request either that the evaluation be prepared by the previous supervisor or that the date of the evaluation be postponed until the end of two (2) months under the current supervisor.

13.6.2 The evaluation shall be prepared on a form that has previously been made available to the Union and employee. The employee may prepare a self-evaluation and the supervisor shall prepare an evaluation. The employee and supervisor shall meet to review a draft of the evaluation(s) and resolve discrepancies or disagreements, if possible. All aspects of the employee's job performance shall be discussed, measurable goals and objectives shall be identified and recorded, and strategies to improve performance, where appropriate, shall be devised and recorded. Explanation of unresolved discrepancies or disagreements may be attached to the final evaluation. The employee shall be given the opportunity to sign the final evaluation, but if the employee does not respond within a reasonable time, the evaluation shall be filed without his/her signature.

13.6.3 The evaluation should, where possible, reference specific documents and files where they form the basis for the evaluators' conclusions. The employee has the right to inspect or be provided with copies of the referenced documents and files upon written request.

13.6.4 Performance evaluations may be used as evidence of prior counseling but not as evidence of prior discipline.

**13.7 Just Cause discipline.** No employee shall be disciplined, warned, reprimanded, placed on probation, reduced in rank or pay, suspended, subjected to economic penalty or discharged except for just cause; such action shall be initiated within twenty (20) working days of the supervisor's knowledge of the alleged infraction which warrants disciplinary action or such action shall be null and void.

13.7.1 Discipline shall not be punitive.

13.7.2 When the Employer advises an employee of a decision to place the employee on probation or suspension or to terminate the employee's employment, the Employer shall advise the employee of his/her right to appeal. The employee shall be provided with a copy of the record of action taken, and a

copy will be sent to the Union unless the employee requests that the Union not receive a copy.

13.7.3 In a meeting to discuss possible 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 the union representative's presence. 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.

13.7.4 If a situation requires immediate Employer discussion with the employee and could result in disciplinary action, and, if the employee requests the presence of a union representative, the Employer shall permit the employee time to telephone the Union or shop steward, but shall have the right to conduct a discussion with the employee if a union representative is not able to attend in time to permit the Employer to take any immediately necessary action. If the discussion is delayed for the arrival of a Union representative, the employee shall immediately be informed of the specific misconduct.

13.7.5 In lieu of taking a grievance that alleges a violation of Article 13.7 (just cause provision) to the next step, the employee may submit a reasonable amount of materials to explain or refute the factual basis of the action. In that case the employee shall express in writing his/her decision not to pursue the grievance further. Such materials will be considered when the Employer considers subsequent disciplinary action and in the event the Employer uses the prior action as a basis to support future discipline.

13.7.6 Failure of the Employer to provide opportunity for representation as set forth above shall render any subsequent disciplinary action null and void.

**13.8 Reductions in Force.** Reductions in force will be governed by the following provisions.

13.8.1 Prior to any reduction in force that would result in the layoff of employees, the Employer will notify the Union of the impending layoff and shall consider timely input regarding alternative cost saving measures.

13.8.2 The Employer shall give employees at least fourteen (14) days notice of potential layoff, unless King County terminates the contract between the County and the Employer for just cause with only seven (7) days notice to the Employer.

13.8.3 In any reduction in force, employees shall first be given the opportunity to accept voluntary layoff. When feasible, the Employer will solicit and consider leaves without pay for a mutually agreed duration. The Employer will grant such requests when consistent with staffing needs.

13.8.4 Employees shall be selected for involuntary layoff or reduction in hours in order of seniority as defined in 13.11, the least senior employee in the classification subject to reduction being the first selected. Laid off employees may displace the least senior employee in another classification for which the laid off employee is qualified, provided his/her seniority is greater than that of the employee being displaced. The most junior attorney in the bargaining unit who has served full time for ninety (90) continuous days in the Felony Division immediately prior to the date the Employer notifies the Union of impending layoffs as provided for in 13.8.2, shall not be laid off if: (a) the next most junior attorney does not meet the experience requirements for a felony attorney as specified in the Office of Public Defense contract and, (b) there is no other such felony qualified attorney in another division, who is available to transfer, who the next most qualified junior attorney is qualified to replace.

13.8.5 All employees laid off may continue to be enrolled in medical and dental insurance programs pursuant to COBRA by paying the cost of continuing these benefits, as required by law.

**13.9 Recall from Layoff.** Recall from layoff shall be by seniority order.

13.9.1 Open positions shall be offered to qualified laid off employees in seniority order, the most senior qualified employee receiving the first offer. Notice shall be by phone, in person, or by delivery 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 offer may be withdrawn and made to the next qualified employee in seniority order.

13.9.2 Laid off employees shall maintain their placement on the seniority list for recall for a period of two (2) years from the date of layoff; provided, however, failure of an employee to accept an offer of reemployment to a comparable position when he or she has been given notice of thirty (30) or more days shall terminate the employee's right to recall. Failure to accept an offer of recall with less than thirty (30) days' notice shall not affect the recall standing of the employee.

13.9.3 Upon an employee's return from layoff, health leave and vacation leave previously accrued and not used shall be reinstated.

**13.10 Seniority Suspended for Affirmative Action.** The seniority provisions for layoffs and recall, as set forth in this Article, shall be suspended to the extent necessary to

promote diversity as permitted by law. In the event this Article is invoked, the least senior non-minority employee will be laid off or the most senior minority employee will be recalled.

**13.11 Seniority Defined.** Seniority shall be defined as length of continuous service with the Employer from most recent date of hire. If an employee returns to employment after an absence of more than one (1), but less than two (2) years, previously accrued seniority shall be reinstated after six (6) months of continuous employment. Seniority shall not be earned during layoff, during that period of a disability leave of absence without pay that exceeds ninety (90) days, or during that period of any other leave of absence without pay that exceeds thirty (30) day, unless such leave was taken at request of the Employer to assist with budget issues; but previously earned seniority shall not be forfeited while on an approved leave of absence.

**13.12 Transfers.**

13.12.1 The Employer shall act upon an attorney's request for transfer to another division from which another attorney has requested a transfer. The attorneys selected for transfer must be qualified to fill the other positions. An attorney whose request for transfer is not accepted shall be given the reasons in writing upon request. A list of requested transfers shall be maintained and shall be made available upon request.

13.12.2 Non-attorney staff may request additional information regarding any job posted. The employee may, upon written request, be informed as to what level on the pay scale the employee would be placed if selected. Prior to selection of the employee for transfer, the employee may withdraw the request, but management reserves the right to assign staff and work as needed.

13.12.3. The Employer shall provide any employee whom it involuntarily transfers the reasons for the transfer, in writing, upon request.

**13.13 Training Funds.** As funds are available, they shall be allocated for all employees to be provided with training opportunities to qualify them for other positions with the Employer and/or to enhance their performance in their current assignments. Such training shall include special staff meetings and retreats for discussion and development of Association programs and appropriate training sessions outside the office when recommended by a supervisor.

13.13.1 The Employer will make available tuition-free continuing legal education (CLE) training relating to Employer practice to its attorneys in the amount of fourteen (14) hours per calendar year. The Employer will endeavor to make available additional training up to fifteen (15) total hours per calendar year at no cost to the employee. All staff are eligible to attend Washington Defender

Association training sessions without paying tuition, as the Employer is a member office of WDA. Staff may attend these sessions when they have made appropriate calendar arrangements and as approved by their supervisor. At least once per calendar year, the director or training coordinator will invite interested staff to attend a meeting to discuss the training needs of the office.

13.13.2 The Employer will make available tuition-free training or conference attendance in the amount of five (5) hours per calendar year for investigators, paralegals, and social work staff. The Employer will endeavor to make available additional training up to ten (10) total hours per calendar year at no cost to the employee.

13.13.3 The Employer will make available tuition-free training or conference attendance in the amount of five (5) hours per calendar year for clerical, secretarial, accounting, and reception staff. When funds are available and the Employer believes that the requested training would enhance the performance of the employee or assist the employee to qualify for other positions with the Employer and the Employer determines that the employee would be able to qualify for other positions having had the training, five (5) hours of training per calendar year will be provided.

**13.14 Personnel File Review and Copying by Employee.** Upon reasonable notice and at reasonable intervals, employees are entitled to inspect and copy their personnel file(s) in the presence of a supervisor. The Union will pay for reasonable copying costs. Employees may respond in writing to material included in their personnel files, and the response shall be included in the file. Personnel files include any information kept by the Employer or any management personnel relating to the employee. No material related to, or used to support any disciplinary action at any time, may be placed in an employee's personnel file without the prior knowledge of the employee. Any discipline based on such material shall be null and void.

## **ARTICLE 14: EMPLOYEE RIGHTS**

**14.1 Reimbursement for Use of Own Transportation.** Employees who are authorized to use their own transportation on the business of the Employer shall be reimbursed.

**14.1.1 Mileage Reimbursement.** Effective January 1, 2010, reimbursement shall be at the rate of forty-one cents (\$0.41) per mile.

**14.1.2 Investigator Parking Reimbursed.** Investigators shall be reimbursed for actual parking costs resulting from bringing their personal cars to work when required to do so. It is understood that an investigator is required to bring his or

her car to work unless the supervisor has made available alternative transportation arrangements or has advised the investigator that he or she need not bring his/her car to work. The Employer reserves the right to designate parking locations for investigators with the understanding that such locations will be within four blocks of the Employer's main office and the safety and accessibility of such locations are discussed with Investigator staff.

**14.1.3 Added Insurance Costs Reimbursement.** Any cost, not to exceed one hundred and eighty dollars (\$180) per year, added to an employee's vehicle insurance premium by reason of his/her authorized regular use of a personal vehicle on the Employer's business, shall be reimbursed to the employee by the Employer. The Employee may seek reimbursement up to \$200 per year. Upon a showing that the employee has a clean driving record and that the additional cost is attributable to miles driven for work, the Employer will reimburse actual costs up to \$200 per year. The provisions of this Article shall be open for renegotiation each year as per Article 18 of this Agreement.

**14.2 Transportation for: Juvenile Court Staff with Offices Downtown; Investigators; and Others Required to Travel.** Any staff assigned to work in offices downtown and to work at Juvenile Court shall be given, at Employer's option, either (i) using bus tickets or bus passes, provided at no cost to the employee to travel to and from work at Juvenile Court, or (ii) alternate transportation arrangements, provided at no cost to the employee; or (iii) an Orca Pass, if offered by the Employer, at a special reduced rate for the entire year, which the employee may use for personal as well as for work-related trips. The special reduced rate will be \$16 per month in 2010, charged by payroll deduction, and will remain at that rate so long as the expense to the Employer does not increase more than five percent (5%) above 2010 levels. Investigators will be given the opportunity to purchase Orca Passes, if offered, at the special reduced rate for the entire year. Other employees not specifically listed in this Article, who use their Orca Passes, if offered, frequently for work, can apply to the Director for the special reduced rate Orca Pass.

**14.3 Orca Pass Purchase and Subsidy for Other Employees.** The Employer will make every effort to secure Orca Passes including full fare for peak hour travel on King County Metro and Sound Transit, at a rate which will permit the Employer to make them available to all employees at reduced rates. It is understood that the Employer does not control whether subsidies will continue to be offered to the Employer for Orca Pass purchase, and the Employer makes no commitment to continue the Orca Pass program if it does not remain affordable. If the Employer makes Orca passes available to all employees, it will be at a cost to the employee (who does not qualify for the special reduced rate pass described in Article 14.2) of twenty-three dollars (\$23.00) per month, charged by payroll deduction, so long as the expense to the Employer does not increase more than five percent (5%) above 2010 levels. Orca passes will be offered in 2010 at \$23.00 per month for employees who do not qualify for the special reduced

rate.

**14.4 Regional Justice Center Attorney Parking Downtown.** The Employer shall provide paid parking near the downtown office for attorneys assigned the Regional Justice Center who do not have an office in Kent, either by providing parking spaces or by providing reimbursement for reasonable parking costs. This parking is provided when the attorney needs his/her car to go to Kent, but not for commuting to the downtown office from home.

**14.5 Expense Reimbursement.** The Employer shall reimburse employees for necessary and reasonable out-of-pocket expenses incurred while performing their job assignment, so long as the expense is approved by the supervisor.

**14.6 Caseload Assignments.** The Employer is committed to the delivery of the highest quality of legal services to its clients. The Defender Association is a high volume public interest law office, and it is recognized that there are occasional and unexpected surges in caseload. The Employer is committed to the caseload principles articulated in the Washington Defender Association Standards for Public Defense Services.

14.6.1 Attorneys assigned to the Felony Division are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.1.1 Attorneys in the Felony Division shall not be assigned more than sixteen (16) cases in any calendar month.

14.6.1.2 Attorneys in the Felony Division who are assigned a total of thirty-one (31) cases in two (2) consecutive calendar months shall not be assigned more than a total of twenty-five (25) cases during the following two (2) calendar months.

14.6.1.3 Upon a quarterly review conducted January 1, April 1, July 1, and October 1 of each year, attorneys in the Felony Division whose caseload has equaled or exceeded forty-five (45) for the previous three (3) months shall not be assigned more than twelve (12) cases in the following month.

14.6.1.4 Upon a semi-annual review conducted January 1 and July 1 of each year, attorneys in the Felony Division whose caseload has exceeded eighty (80) for the previous six (6) months shall not be assigned more than twelve (12) cases for the next month.

14.6.1.5 After August 1 of each year the caseload of attorneys in the Felony Division shall be limited in such a way as to restrict the annual total caseload to one- hundred fifty (150) cases.

14.6.2 Attorneys assigned to the Misdemeanor Division are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.2.1 Attorneys in the Misdemeanor Division shall not be assigned more than forty (40) cases in any calendar month (Seattle Municipal Court.)

14.6.2.2 Attorneys in the Misdemeanor Division shall not be assigned more than one hundred (100) cases in any calendar quarter (January through March, April through June, July through September, or October through December) (Seattle Municipal Court).

14.6.2.3 Attorneys in the Misdemeanor Division shall not be assigned more than three hundred eighty (380) cases in any calendar year (Seattle Municipal Court).

14.6.2.4 Attorneys in the Misdemeanor Division assigned to district court(s) caseloads shall not be assigned more than four hundred fifty (450) cases in any calendar year. This limit shall be applied monthly and quarterly in a similar proportion as in Article 14.6.1 and 14.6.2.

14.6.3 Attorneys assigned to the Civil Commitments Division are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.3.1 Attorneys in the Civil Commitments Division shall not be assigned more than forty-two (42) cases in any calendar month.

14.6.3.2 Attorneys in the Civil Commitments Division shall not be assigned more than four hundred and ten (410) cases in any calendar year

14.6.4 Attorneys assigned to the Juvenile Division are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.4.1 Attorneys in the Juvenile Division shall not be assigned more than thirty-six (36) cases in any calendar month.

14.6.4.2 Attorneys in the Juvenile Division shall not be assigned more than ninety-two (92) cases in any calendar quarter (January through March, April through June, July through September, or October through December).

14.6.4.3 Attorneys in the Juvenile Division shall not be assigned more than three hundred thirty (330) cases in any calendar year.

14.6.5 Attorneys assigned to the Dependency Division are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.5.1 Attorneys in the Dependency Division assigned to truancy cases shall not be assigned more than eighty-five (85) cases in calendar quarters January through March, April through June. Other dependency attorneys shall not be assigned more than forty-nine (49) cases in any calendar quarter. If an attorney is assigned more than eighty-five (85) truancy cases in either of the first two calendar quarters, he/she may request that his/her caseload in the second two quarters be limited. It is understood that in the event attorneys request limited caseloads but are not fully occupied with their caseloads, they may be assigned additional calendar coverage and other non-caseload-carrying work. Attorneys shall not be assigned more than seventy-three (73) truancy cases per quarter in the calendar quarters July through September and October through December.

14.6.5.2 Attorneys in the Dependency Division assigned to truancies CHINS and At Risk Youth shall not be assigned more than two hundred eighty (280) cases in a six-month period. Other attorneys in the Dependency Division shall not be assigned more than one hundred eighty (180) cases in any calendar year.

14.6.5.3 Attorneys in the Dependency Division shall not be assigned more than one hundred eighty (180) cases in any calendar year.

14.6.5.4 Attorneys in the Dependency Division will make reasonable effort to information in a timely manner. Caseloads will be calculated based on the credit information which has been reported to the supervisor prior to the ceiling application request.

14.6.6 Attorneys assigned to the Appeals Unit (RALJ) are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.6.1 Attorneys in the Appeals Unit (RALJ) shall not be assigned more than twenty-five (25) cases in any calendar quarter (January through March, April through June, July through September, or October through December).

14.6.6.2 Attorneys in the Appeals Unit (RALJ) shall not be assigned more than ninety-five (95) cases in any calendar year.

14.6.7 Investigators are entitled to restricted case assignments, upon request to their supervisor, as follows:

14.6.7.1 Investigators shall not be assigned more than thirteen (13) cases in any calendar month. If an investigator was assigned fewer than thirteen (13) in any of the previous two (2) months the investigator may be assigned up to fourteen (14) in one month. An investigator will not be assigned fourteen (14) cases per month in consecutive months more than twice in a given year.

14.6.7.2 Investigators shall not be assigned more than forty (40) cases in any calendar quarter (January through March, April through June, July through September, or October through December).

14.6.7.3 Investigators shall not be assigned more than one hundred fifty-eight (158) cases in any calendar year.

14.6.7.4 When an investigator takes vacation of ten or more days at a time, the investigator's caseload will be reduced, on request, in the weeks prior to departure on the vacation, proportionately to the time taken on vacation.

14.6.8 The caseload restrictions provided for herein do not preclude employees from requesting relief from caseloads which, even though they are assigned in conformance with these restrictions, are, in the opinion of the employee, excessive. The supervisor will meet with the employee who requests relief in order to review the employee's caseload assignment, to consider any circumstances brought to his/her attention by the employee, and to attempt to resolve the problem. Such circumstances include, but are not limited to, extended absences from the office during a calendar month.

14.6.9 Records of attorney and investigator case assignments will be maintained by the assigned staff person and the division supervisor. Records normally maintained will be made available for reasonable access by affected employees. Investigators will make reasonable efforts to report to the division supervisor information supporting allocation of additional case credit based upon hours worked in complex litigation cases. Caseloads will be calculated based on the credit information which has been documented and reported to the supervisor prior to any ceiling application request pursuant to Article 14.6.7.

**14.7 Appropriate Office Space.** Employees shall be provided with office space that permits them to conduct the business of the Employer in an appropriate manner. Consistent with practical considerations, the Employer will strive to provide to each fulltime, regular attorney use of a fully enclosed office in which confidentiality and privacy are possible.

**14.8 Job Descriptions.** Job descriptions shall be provided to the Union and employees for each position within the bargaining unit. Scope and function, job duties and responsibilities, and necessary qualifications shall be included.

**14.9 Employer Provided Insurance for Contempt Proceedings.** During the term of this Agreement, the Employer will provide insurance coverage to provide for cost of defense in contempt proceedings initiated against an attorney during the period of the Agreement which result from any act, error or omission in professional services rendered or which should have been rendered in the attorney's professional capacity as a lawyer while providing legal services. Contempt proceedings shall include criminal or civil proceedings and shall include any summary determinations by a court of competent jurisdiction that the attorney has committed contempt. The coverage will provide for cost of defense not to exceed ten thousand dollars (\$10,000).

**14.10 Employer Provided Insurance for Disciplinary Proceedings.** During the term of this Agreement, the Employer will provide insurance coverage to provide for the cost of representation in disciplinary proceedings brought against an attorney during the period of the Agreement. An attorney will be provided for representation in a disciplinary proceeding if the disciplinary proceeding advances beyond the preliminary attorney response stage or upon mutual agreement between the attorney and the Employer subject to the provisions of the insurer. The coverage will provide for cost of defense not to exceed five thousand dollars (\$5,000).

**14.11 Employee Memoranda to Employer.** When an employee submits a written memorandum to the Employer concerning an office policy, a suggestion, or submits a written report to a supervisor concerning a threatening or unprofessional incident in the field and when the employee in writing specifically requests a response, the Employer will respond in a timely fashion but no later than twenty (20) working days. It is not intended that such communication replace informal discussions or that there be a high volume of such memoranda.

**14.12 Provision of Resources.** The Employer shall to the extent possible, provide staff members with the resources necessary for staff to meet their professional obligations as indicated in Appendix "A" of this Agreement. Such resources shall include but not be limited to training.

**14.13 Skilled Paralegal Support.** The Employer shall to the extent possible provide skilled paralegal support for the Sexual Offender Commitment Unit.

## **ARTICLE 15: PROFESSIONAL OBLIGATIONS**

**15.1 Attorney-Client Privilege and Ethical Obligations.** It is recognized that all staff members are bound by the attorney-client privilege and by the ethical obligations

imposed by the Washington and United States Constitutions and by the Rules of Professional Conduct.

**15.2 Expectation of Meeting Requirements.** Attorney, investigator, paralegal, and social work staff is expected to meet certain requirements in particular, as set forth in Appendix A and incorporated by this reference, but which are not exclusive.

## **ARTICLE 16: MANAGEMENT RIGHTS RETAINED**

**16.1 Traditional Management Rights.** Except as expressed and limited herein, the Employer retains all traditional management rights, including but not limited to hiring and firing staff, managing the work force and assigning work, determination of the scope of its activities and of the size and location of its office and the layout thereof, and contracting and subcontracting for services and work.

**16.2 Exclusive Vesting of Management Rights.** The management of the Employer and the direction of the work force are vested exclusively in the Employer. All matters not specifically and expressly covered or treated by the language of this Agreement will be administered by the Employer in accordance with such policy and procedure as the Employer may determine.

## **ARTICLE 17: AGREEMENT NOT TO DISRUPT WORK**

**17.1 Obligation to Report to Work.** It is understood that employment by the Employer includes the obligation to report to work and carry on all job responsibilities regardless of the existence of picket lines of any type at the place of employment or at any courthouses or detention facilities.

**17.2 No Strike during Term of Agreement.** During the term of this Agreement, neither the Union nor any employee shall call or participate in a strike or disruption of work Employer.

## **ARTICLE 18: GENERAL PROVISIONS**

**18.1 Union Advised of Employer Ceasing Business.** In the event that the Employer has reason to believe that the Employer may cease doing business, the Union shall be promptly advised of the anticipated change and a labor-management team of equal union and employer representation shall be established to address the transition.

**18.2 Mutual Effort to Secure Compensation Funding.** The Employer and the Union will mutually strive to secure compensation from funding sources, including the county

and other political subdivisions, that will permit the Employer to compensate all employees at rates that are on par with similar positions in the offices of the Seattle City Attorney and King County Prosecutor.

**18.3 Budget Committee.** The parties agree to form a labor/management committee to discuss budget matters each year. The Union may select up to four bargaining unit members and one Union staff representative to participate on the committee. The Employer committee composition shall be determined by the Employer. The meetings shall take place during the lunch hour or after 5 p.m. except that the first meeting each year shall take place at 4:15 p.m. The Employer agrees to provide to the committee members basic information about budget issues.

18.3.1 The Union and the Employer agree that obtaining funding for salary parity between paraprofessionals (investigators, paralegals and social workers) employed by City and County prosecutors and those employed by The Employer is a top priority. The Union and the Employer will coordinate efforts to advocate for improved salaries and benefits for all staff. The Union will promptly respond to Employer requests for letters of support for additional funding.

18.3.2 In January of each year the Committee will meet to hear Union recommendations concerning budget issues for the following fiscal year. In February of each year the Employer will discuss with the Committee the Employer's ideas concerning the budget and shall respond to the recommendations presented in January by the Union. In March of each year the Union will respond to the Employer's ideas.

18.3.3 The Employer will inform and advise the Union, through its bargaining unit members and/or officers, of upcoming public defense budget and policy issues. The Union and staff will not take political action related to these budget and policy issues without first discussing them and the proposed action with the Employer. It is understood that information provided by the Employer would not be made available to anyone not employed by the Employer or the Union without the prior permission of the Employer.

**18.4 Health and Safety.** A health and safety advisory committee shall be established by the employer to monitor and make recommendations to improve the safety of the workplace. A majority of the members of the committee shall be non-supervisory employees appointed by the Union.

**18.5 Labor-Management Committee.** A committee shall be formed to discuss, on a regular basis, areas of mutual interest to the Union and the Employer.

**18.6 Meet and Confer.** Matters of mutual concern or of concern to either the Employer or the Union will be the subject of meet and confer discussion at the request of either

party.

## **ARTICLE 19: TERM OF AGREEMENT**

19.1 This agreement and each of its provisions shall be effective upon signing, except where otherwise agreed, and shall continue in full force and effect through December 31, 2012.

19.1.1 Notwithstanding the above, forty-five (45) days prior to December 31 of each year the following subjects shall be open for negotiations: wages and salaries, including cost of living adjustment and Employer contribution, if any, to the SEP retirement program. The Employer intends to maintain attorney salaries on the same scale of actual wages used by the King County Prosecutor's Office.

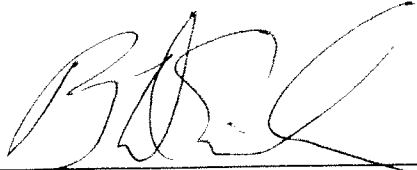
19.1.2 If the Employer makes Orca passes available to employees at reduced rates, and if the expense to the Employer increases more than 5% above 2010 levels, the subject of employee contributions for Employer-subsidized bus passes may be reopened for negotiations by the Employer beginning November 15 of each of the years covered under this agreement.

19.1.3 The Employer and the Union agree to reopen negotiations on mileage reimbursement beginning on November 15, 2010 and November 15, 2011.

**19.2 Article 17 in Effect During Negotiations.** Article 17 shall continue in full force and effect during the periods of negotiations for wages, salaries and benefits as provided herein.

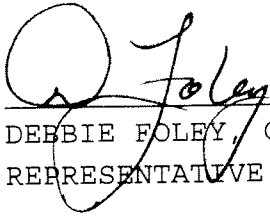
**19.3 Initiation of Negotiations.** Negotiations for a successor Agreement may be initiated by either party by providing to the other party written notice of its intention to reopen this contract no earlier than ninety (90) days and no later than sixty (60) days prior to the expiration of this Agreement. If no notice is given, the Agreement automatically will be renewed for one (1) year

THE DEFENDER ASSOCIATION

BY:   
\_\_\_\_\_  
BRUCE ERICKSON, PRESIDENT  
BOARD OF DIRECTORS

DATE: 12/14/09

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 925

BY:   
\_\_\_\_\_  
DEBBIE FOLEY, ORGANIZER  
REPRESENTATIVE

DATE: 12-31-2009

## AGREEMENT BY AND BETWEEN TDA AND SEIU LOCAL 925

### **APPENDIX A** **PROFESSIONAL OBLIGATIONS**

Attorney, investigator, paralegal and social work staff are expected to meet the following requirements in particular, which are not exclusive:

1. Prompt and complete communication with clients.
2. Adherence to the confidentiality requirements of the Rules of Professional Conduct.
3. Contemporaneous timekeeping and maintenance of files and accurate closing of files.
4. Proper maintenance of appointment and court calendars.
5. Consultation with colleagues and supervisors, as appropriate.
6. Advising office staff and supervisors where they can be reached during the business day and on extended leaves.
7. Preparation of necessary motions, briefs, presentence reports, and other court documents, as appropriate.
8. Upon transferring caseload or division, preparation of complete and accurate transfer memoranda.
9. Zealous courtroom advocacy and zealous negotiation, as appropriate, consistent with constitutional obligations.
10. Courteous working relationships with fellow staff members and with criminal justice system and mental health system personnel.
11. Compliance with all office policies and directives, not in conflict with this Agreement, including those concerning handling of physical evidence, client's property or funds, including consultation with supervising staff when that is the policy directed.
12. Obligation to investigate and discover conflicts of interest and take prompt action to resolve them.
13. Prompt reporting to the Defender and to the Supervisor of any complaint filed with the Washington State Bar Association or civil action against the staff member concerning the member's professional conduct.
14. Prompt, full, and candid cooperation with the supervising staff in resolving any complaint regarding the professional conduct of the staff member, subject to the provisions of subsection 13.6.2.
15. Fulfillment of Office of Public Defense contract obligations to visit in-custody clients within one (1) business day of the assignment of the case and to contact all other clients within five (5) working days of the assignment of the case.
16. Transfer of caseload in the manner prescribed:
  - a. preparation of a transfer memorandum to every file;

- b. consultation with the staff member who is assuming responsibility for the client;
  - c. advising the client of the transfer in writing and in person if personal contact is feasible;
  - d. filing and service of a Notice of Withdrawal and Substitution signed by both the withdrawing and the substituting attorneys.
17. Providing for vacation leave coverage in the manner prescribed:
- a. providing address and phone number where the staff member can be reached in an emergency;
  - b. bringing all case files up to date and leaving the files in an organized condition for coverage by the supervisor or another attorney;
  - c. ensuring that the reception/clerical staff are aware of the attorney's absence and can refer clients to the covering staff member;
  - d. ensuring that a staff member is aware of and prepared to handle all court hearings scheduled in the member's absence;
  - e. leaving an up-to-date calendar with the supervisor and on the staff member's desk;
  - f. complying with the division supervisor's reasonable vacation policy.
18. Zealous representation of the client, including conducting an investigation of the facts, researching the law, negotiating with the prosecution, where appropriate, dispositional planning, and advocating the client's cause.
19. Communication with the client, including keeping the client reasonably informed about the status of a matter, properly complying with reasonable requests for information, and explaining the matter to the client to the extent reasonably necessary to allow the client to make informed decisions regarding the case.

AGREEMENT BY AND BETWEEN TDA AND SEIU LOCAL 925

**APPENDIX B:**  
**ATTORNEY SALARY SCALE FOR 2009**

Staff Attorney	START	1-1	52,049.21
	6 months	1-2	54,184.62
	1 year	2-1	57,386.19
	2 years	2-2	66,278.06
	3 years	3-1	75,880.71
	4 years	3-2	81,691.54
	5 years	4-1	83,824.89
	6 years	4-2	85,959.27
	7 years	4-3	87,855.69
	8 years	4-4	90,228.03
	9 years	4-5	92,716.77
	10 years	4-6	95,089.10
Senior Attorney I	I-1		96,497.01
	I-2		97,714.84
	I-3		98,924.19
	I-4		101,128.22
	I-5		101,412.92
	I-6		102,680.99
	I-7		103,963.46



AGREEMENT BY AND BETWEEN TDA AND SEIU LOCAL 925

**APPENDIX C:**  
**NON-ATTORNEY SALARY SCALE FOR 2009**

	Para/Inv/ Social Wk	Word Proc	Docket	Off Ass't	Legal Asst.
Start	39,648.79	31,045.34	27,682.04	27,600.66	33,122.04
1 years	41,656.46	32,987.09	30,363.41	29,068.57	34,734.15
2 years	44,381.10	34,450.87	31,466.66	30,420.07	36,347.29
3 years	46,412.47	35,542.78	32,762.53	31,842.64	37,961.48
4 years	49,255.55	36,364.81	34,743.42	33,122.04	39,574.62
5 years	51,507.37	37,716.31	37,152.84	34,450.87	41,187.76
6 years	53,196.75	39,629.22	39,253.22	35,733.35	42,782.37
7 years	54,547.21	43,344.80	41,530.79	36,598.37	44,414.06
8 years	56,179.93	45,596.62	43,674.44	37,715.28	45,934.50
9 years	57,305.83	48,129.65	45,934.50	38,842.22	47,284.97
10 years	59,106.48	50,550.40	49,312.21	40,496.56	48,973.31