

AGREEMENT

BY AND BETWEEN

NORTHWEST DEFENDERS ASSOCIATION

And

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 925

January 1, 2008 – December 31, 2010

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Article 1: UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit consisting of attorneys, social workers, professional non-legal, investigators, and clerical employees. The following employees are excluded from the bargaining unit: 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), contract personnel, students, interns, and work/study employees.

Article 2: UNION MEMBERSHIP

- 2.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) days of the effective date of the Agreement or their hiring. Good standing is defined herein as the timely payment of union dues and fees or the payment of agency fees equivalent to union dues and fees. This paragraph shall not apply to employees who leave the bargaining unit because of supervisory assignments or any other reason.

Provided that employees covered by this Agreement may decline to be members of the Union and shall pay a fair share fee as determined the Local's internal audit process. Employees may apply for a religious exemption as provided by law. If eligible for a bona fide religious exemption, the employee shall pay an amount equivalent to union dues to a mutually agreed upon charitable organization. .

- 2.2 Upon receipt of written authorization individually signed by a bargaining unit employee, the Employer shall deduct from the pay of such employee the amount of dues, back dues, fees or other payment (including COPE contributions) as certified by the Union. The Employer shall transmit the amounts deducted to the Union by the end of the month.
- 2.3 The Union and each employee authorizing the assignment of wages for the payment of Union dues and other deductions authorized in Section 2.2 above hereby indemnifies and holds the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 2.4 In the event the Employer hires employees who are not governed by its contract with King County, such employees shall be subject to this Article, provided they are

bargaining unit employees as defined in Article I. Upon such hiring, the Employer and the Union shall negotiate which other terms of this Agreement shall apply.

Article 3: UNION BUSINESS

- 3.1 The Employer will electronically transmit to the Union, with a copy to the Chapter Chairperson, a monthly report of the names and addresses of all newly hired employees and the names and dates of termination of employees terminated during that month.
- 3.2 The Employer will electronically transmit 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, every six (6) months.
- 3.3 The Employer agrees to provide reasonable space on bulletin boards at the Employer's premises where represented employees work for the posting of union information. The Union shall designate one shop steward responsible for posting union information. Prior to posting, all items must be approved by a designated employer representative.
- 3.4 The Employer agrees that reasonable amounts of union information may be distributed through the internal office mailing or distribution systems. The union will not distribute information inconsistent with the Employer's tax-exempt status under Internal Revenue Code Section 501(c)(3).
- 3.5 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 provide the Employer's Executive Director or designee advance notice of their visit and do not interfere with employees in the performance of their duties. Such visits, when they occur during the employee's normal work hours (not including breaks and lunches), shall be brief in duration.
- 3.6 The Union shall have the right to appoint four (4) shop stewards. Stewards shall perform their steward responsibilities on breaks, lunches or their own time, and on the breaks, lunches, or own time of the employees with whom they communicate. Stewards shall not allow their duties as stewards to divert them from their performance of their responsibilities as employees. The Employer shall not be obligated to meet with more than one shop steward on any issue.
- 3.7 Union Meetings and Facilities Use. Union members shall have access to the Employer's conference rooms for meetings during business hours. After business hours, use of rooms must be approved by Employer. Use of rooms must not interfere with work needs.

Article 4: WORK WEEK/HOURS OF WORK

4.1 Definitions.

Exempt Employee: An employee who is paid a fixed salary on a weekly, semi-monthly, monthly or annual basis, rather than an hourly wage, and whose duties qualify them as exempt under the wage and hour laws. An exempt employee will not receive overtime pay.

The following is a list of current exempt employee positions:

- (i) Attorneys
- (ii) - Social Workers

Non-exempt Employees: All employees not identified, as exempt employees in this Agreement or by future Agreements shall be considered non-exempt.

4.2 Normal Work Week (Non-Exempt Employees). The normal workweek for non-exempt employees shall be five (5) consecutive days, Monday through Friday.

4.2.1 Payroll Work Week. For payroll purposes and to determine overtime hours, the payroll workweek will be 12:01 a.m Sunday through 12:00 midnight Saturday.

4.3 Normal Work Day (Non-Exempt Employees). The normal workday for non-exempt employees day shall consist of seven and a half (7 1/2) hours work between the hours of 7:30 a.m. and 5:30 p.m. This includes thirty (30) minutes of rest break time per day. Employees shall also be granted a one (1) hour lunch period per day, 30 minutes of which will be paid. No part of the lunch break, including the paid portion, will be considered hours worked for any purpose, Investigators may be required to work outside of normal business hours.

4.4 Work Schedules (Non Exempt Employees). The employee's supervisor shall establish work schedules. Employees are expected to work all the hours and days assigned. Employees will be permitted to set their regular schedules within the 7:30 to 5:30 time frame, taking into consideration the length of the employee's lunch break, and the needs of the Employer. Variations from an employee's regular schedule can only be made with the permission of a supervisor. Requests for scheduling changes or for particular days off must be made ahead of time and approved by the employee's supervisor and/or the Executive Director. Flex time may at the discretion of the Employer be permitted if consistent with business and client needs. Such flextime arrangements shall be in effect for one (1) year and shall be in writing.

4.5 Overtime (Non Exempt Employees). Non exempt bargaining unit employees shall be paid for hours worked in excess of forty (40) hours per week at the rate of one and one-half (1 1/2) times the regular rate of pay, when the excess hours are approved by a supervisor in advance. Non-exempt employees shall work no more than forty (40) hours

per week unless authorized to do so. Hours paid for but not worked (e.g., holiday pay and consolidated leave) shall not be counted toward any overtime.

- 4.6 Rest Periods (Non Exempt Employees). Employees shall receive a fifteen (15) minutes rest period during each four (4) hour period worked. Such rest periods may be taken intermittently or at one time. Rest periods may not be used to delay the start of a workday, to work beyond the normal work schedule, to leave early, or to extend a lunch period.
- 4.7 Lunch Periods (Non Exempt Employees). Employees shall be provided with a one (1) hour lunch period no less than two (2) hours nor more than five (5) hours from the beginning of their shift. Depending on the needs of the Employer, and with the approval of their supervisor, employees may take a 30-minute lunch break.
- 4.8 Duties of Exempt Employees. Exempt employees shall work as needed to provide clients with quality representation as required by the Employer and as directed by his or her supervisor.

Article 5: HOLIDAYS

- 5.1 The office will be closed on all official court holidays. Employees will receive their normal pay for such holidays.
- 5.2 Holidays occurring while an employee is taking consolidated leave time shall not be charged against such leave time, provided that no employee shall receive more than his or her normal weekly wages.

Article 6: CONSOLIDATED LEAVE TIME

- 6.1 Regular full-time and part-time employees shall earn annual leave benefits based upon years of service. Annual consolidated leave shall be credited semi-monthly on the 15th and at the end of each month, according to the following schedule, except as provided in section 6.4. Years worked is defined as an employment year in which the employee works on a full-time or part time (a minimum of 22 hours per week) basis from the employee's hire date.

Years Worked	Days Accrued Semi Monthly	Hours Accrued Semi Monthly
1st year through 2nd year	0.8335 days	6.668 hours
3rd year through 4th year	1.0835 days	8.668 hours
5th and succeeding years	1.335 days	10.668 hours

Full-time and part-time employees who have successfully completed their first ninety (90) days of employment shall be eligible to earn *semi-monthly* consolidated leave time. Part-time employees' consolidated leave shall be prorated based upon the number of hours worked. All leave time, except absences due to illness or emergency, must be scheduled in advance and approved by the employee's supervisor consistent with the Employer's business needs. Exempt employees must use consolidated leave for absences of 3 hours or more during an employee's normal workday. For purposes of this paragraph, an exempt employee's normal workday is 8:00 am to 5:00 pm, unless the exempt employee's usual and customary work hours are different. Where an exempt employee's temporary workload has required the employee to work an inordinate amount of hours, the employee's supervisor has discretion to approve absences of more than three hours without requiring the employee to use consolidated leave. The minimum leave that may be scheduled for nonexempt employees is thirty minutes, unless the time off is for medical or dental appointments, which can be scheduled for the actual time taken.

6.2 Employees are encouraged to use their annual leave during the year in which it is earned. Employees shall neither accumulate nor carry forward into the next calendar year more than 32 days of unused consolidated leave time.

Employees may deposit a maximum of ten (10) days of accrued consolidated leave into the Disability Leave Bank. Employees may use the leave only when needed to bridge any gap between the onset of a covered illness or injury and the start of disability insurance payments. Employees may replenish their Bank account at any time, but may not return leave to their consolidated leave time. Hours remaining in an employee's Bank account at time of termination of employment will not be cashed out.

6.3 Attorneys 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 fact findings, jury or bench trial cases scheduled on the first day immediately following their return.

6.4 Employees who voluntarily resign or any employee laid off with the expectation that the layoff will last more than 3 months will be paid the following portions of all accrued but unused consolidated leave:

Years of Service	Payment upon Termination
1st year through 2nd year	50%
2nd year through 4th year	75%
5th and succeeding years	100%

Attorneys, social workers and investigators shall not receive such accrued but unused consolidated leave under the following circumstances:

- (a) They have not, prior to the last day of work, closed their completed cases or arranged the transfer of open cases following the procedures specified by their supervisor;
- (b) They have less than one full year of service;
- (c) They are terminated for cause;
- (d) They resign with less than twenty (20) working days' prior notice, except that investigators must provide ten (10) working days' prior notice.

All other employees shall not receive such accrued but unused consolidated leave under the following circumstances:

- (a) They have less than one full year of service;
- (b) They are terminated for cause;
- (c) They resign with less than 10 working days' prior notice.

This section shall 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 or to give the requisite notice.

Upon an employee's death, or upon circumstances described in the immediately previous paragraph, the Employer shall pay employee's earned but unused consolidated leave as if the employee has resigned after providing the required notification.

6.5 An employee must provide his/her supervisor with reasonable advance notice of the need to take consolidated leave for absences due to illness, injury or other emergent circumstances. If no in-person contact is made with the supervisor, then the employee must leave a voice mail message on the supervisor's or acting supervisor's voice mailbox informing him or her of the employee's absence and providing the essential information required to perform the employee's job during the employee's absence. An attorney's failure to provide necessary information regarding the calendaring and status of matters that are scheduled for courts, at a time when the attorney will be absent, may result in discipline.

6.6 A permanent employee may apply for Donated Leave if:

- (1) The employee:
 - (a) Has a serious health condition; or

- (b) Needs to care for a family member with a serious health condition; or
 - (c) The employee or the employee's spouse or domestic partner has given birth; or
 - (d) The employee or the employee's spouse or domestic partner has placed a child for adoption or into foster care or has adopted a child or accepted a child as a foster parent; or
 - (e) Has suffered a significant traumatic event preventing his or her ability to work; and
- (2) As a result of one of the above, the employee will be forced to either take leave without pay or terminate employment; and:
 - (3) The employee has applied for all eligible disability benefits and is not eligible for disability benefits during the time that donated leave is to be used, and:
 - (4) (a) For leaves of up to three weeks, the employee's continued absence will not cause undue hardship within the employee's unit and his or her work can be performed by the staff within the unit, or
 - (b) For leaves of greater than three weeks it is reasonable and feasible to hire a temporary employee to do the work of the employee requesting Donated Leave.

Article 7: JURY DUTY

- 7.1 Employees shall be permitted leaves of absence with pay for jury duty up to a maximum of 10 days, provided that they provide advance notice to their supervisor. After jury service, the employee shall provide adequate certification of his or her attendance in court, and shall endorse over to the Employer any and all fees, excluding reimbursement for expenses, that otherwise would not have occurred. Employees on jury duty will be expected to work on any day they are not required to be in court or when they are released from jury duty with four or more hours remaining in their scheduled work day. Employees shall request postponements of jury duty based on hardship to the Employer or its clients if requested to do so by the Employer.

Article 8: UNPAID LEAVES OF ABSENCE AND SABBATICALS

- 8.1 General

By mutual agreement between the employee and the Employer, an employee may be granted an unpaid leave of absence for personal reasons. The Employer will advise the employee when the leave is approved, the conditions of the leave and for what period of time, if any, the employee will be guaranteed the opportunity to return to his/her job. If

the leave extends beyond such guaranteed period, the employee shall be considered for any opening for which he/she is qualified. No benefits, including consolidated leave, are earned or accrued during an unpaid leave of absence, although employees may continue coverage under the Employer's health insurance provided they prepay the premiums and if permitted by the insurer. An employee's accruals shall be reinstated upon his/her return to employment. Employees are not eligible for paid days off while on leave without pay. Failure to return from leave on the expected return date will be treated as a resignation from employment without notice. Any employee taking such an unpaid leave of absence must, prior to beginning his or her leave, satisfactorily close all completed cases and transfer open cases according to the procedures established by the employee's supervisor. This paragraph shall not apply to employees who take unpaid leave because of catastrophic illness and who are medically unable because of a physician-certified disability to close their files or to give the requisite notice.

8.2 Sabbaticals

Once every five years, employees with five years of continuous employment with the Employer may submit written requests for sabbatical leaves of absence without pay not to exceed twelve (12) months. The request, including explanatory details as to purpose, shall be submitted to the employee's supervisor and to the Director of NDA. Upon recommendation by the supervisor and the approval of the Director of NDA, the sabbatical shall be granted with the terms of the sabbatical and the conditions for return set forth in writing at the time the leave is granted. The decision to approve sabbaticals shall be within the discretion of the Employer. At the end of the Employee's sabbatical, he or she will return to work under the terms and conditions negotiated and set forth in writing when the Employee's sabbatical began. An employee returning from sabbatical shall maintain his/her previous pay rate and shall remain in his/her previous pay scale regardless of his/her position upon return to the Employer. Benefits during a sabbatical and upon return to work are governed by paragraph 8.1.

8.3 Emergency Leave

Unscheduled leave is discouraged. The Employer recognizes that on rare occasions an Employee must respond to personal or family emergencies. Under these circumstances non-exempt employees are normally required to use consolidated leave. The Employer recognizes that this can create a hardship for some employees. Under the circumstances outlined below an Employee may make arrangements with his or her supervisor to work the hours used for emergency leave at another time during the week the leave is taken. An Employee may make arrangements to do this under the following circumstances:

1. Emergency leave may be taken in amounts of no more than two hours.
2. Once the Employee and his or her supervisor agree on the amount of emergency leave time to be taken, that amount cannot be changed.

3. The emergency leave hours used by an Employee must be made up within the same workweek they are taken.
4. Under no circumstances may the time worked to make up for the Emergency Leave time result in an Employee working more than 40 hours in a week.
5. The supervisor will have the right to reject requests for Emergency Leave on the grounds that the Employee's prior use of Emergency Leave has been excessive.
6. The Employee and his or her supervisor agree on the date and time the Employee will work the time spent on emergency leave. The Employee at the end of the week will be responsible for providing his or her supervisor with a time sheet that accurately reflects the hours worked during the week.
7. The Employee must authorize payroll to deduct from his or her consolidated leave the time spent on emergency leave to be used in the event the Employee is unable to make up the emergency leave hours taken.
8. Emergency leave may be taken only if the Employee's responsibilities and duties can be performed at a time other than his or her regularly scheduled hours of work.

Article 9: BENEFITS

- 9.1 Regular full-time and part-time employees who work more than twenty-two (22) hours a week and who have successfully completed the first ninety (90) days of employment may be eligible for the employer benefit package to include medical, dental, and vision coverage. The Employer will pay towards the benefit package \$397.95 or 90% of each employee's monthly premium amount per month, whichever is lower. This Agreement may be reopened on October 15 of each year for the sole purpose of negotiating medical, dental and vision coverage. The procedures set forth in Article 18.2 shall be utilized for annual reopeners.

All cost of premiums for dependent coverage shall be paid personally by the employee on a payroll deduction basis. Dependent coverage is available on the medical, dental and vision plans.

- 9.2 Contract and temporary employees who have completed ninety (90) days of consecutive full-time contract employment and who are permanently hired shall be immediately eligible for medical/dental benefits on the date of permanent hire or as soon thereafter as permitted by the insurance carrier.

Article 10: COMPENSATION

10.1 Pursuant to this Agreement, the salary schedules set forth in attached Appendix A will be in effect from January 1, 2008 until January 1, 2009. The salary schedule shall be adjusted as of the effective date of any increase during the term of this Agreement funded by King County pursuant to contracts between King County and Employer. Any COLA shall be applied across the board evenly to each position identified in Appendix A.

10.2 If the Employer obtains public interest fellowships, grants or other separate funds for attorney and staff positions, the Employer will make reasonable efforts to obtain funds sufficient to pay salaries commensurate with the scale set forth in Appendix A. However, the Employer and Union recognize that this may not always be possible and that such employees will be covered by this collective bargaining agreement as negotiated pursuant to Article 2.4 herein.

10.3 Progression on Scale

Employees who have completed a minimum of one year's employment shall advance to the next step on the salary scale on the anniversary of the employee's date of hire, provided the employee has demonstrated proficiency in specialized skills and ability as reflected by an overall rating of "Meets Standards" on the employee's annual performance evaluation. The date of hire for contract or temporary employees offered regular employment is the date of contract or temporary hire, except where the employee's regular position is Attorney, in which case the date of hire for progression on scale shall be the date on which the employee began work as an Attorney.

For an employee who does not have an overall rating of "Meets Standards" on the employee's annual performance evaluation the following shall occur:

- (a) At the time of the annual review the employee's supervisor shall set a date for an interim review;
- (b) The date for the interim review shall be no more than six months after the date of the annual review;
- (c) The employee shall be re-evaluated at the time of the interim review;
- (d) An employee who earns an overall rating of "Meets Standards" at the time of the interim review shall advance to the next step on the salary scale at the time of the interim review. The employee's next annual review and advancement will occur at the employee's original anniversary date of hire;
- (e) An employee who does not earn an overall rating of "Meets Standards" at the time of the interim review shall be given a reasonable time in which to improve the employee's performance and a second interim review shall be scheduled.

The employer's evaluation of performance is grievable through Step Two.

10.3.1 Unit To Unit Advancement

An employee may request placement in another unit whenever an opening occurs. The Employer will consider in-house applicants before seeking outside applicants for open positions. The Employer will take into consideration the minimum requirements of the open position, the applying employee's performance evaluation, and the experience balance of the respective units when considering in-house applicants. Employees requesting unit transfers or position transfers must meet the minimum requirements for that position and must have received a minimum of "Meets Standards" in each category evaluated in the employee's most recent performance evaluation to be eligible for a unit transfer or position transfer.

10.3.2 Temporary Attorney Rotation

An attorney with eight years of continuous employment with Employer and three years of continuous employment within the attorney's unit may submit a written request for transfer to another unit. The request shall be submitted to the employee's unit supervisor and the Director. Employer retains sole discretion whether to grant the request, but shall use its best efforts to accommodate it, depending upon the needs of the office. Employees granted a rotation request under this paragraph must satisfactorily close all completed cases, arrange for the transfer of open cases, and conclude representation on any matters scheduled for trial, according to procedures established by the Employer. Any transfer granted pursuant to this paragraph shall be for a minimum of eight months in duration. Employer may modify the length of the transfer, or terminate it before its completion, as it deems necessary.

10.4 Progression Through Attorney Levels I - IV

For purposes of this section, attorney advancement through all attorney levels and steps will be determined in the same manner as in section 10.3. Any attorney who does not meet the minimum requirements in 10.5 for advancement to the next level by the corresponding anniversary of the attorney's date of hire will remain at the attorney's current pay level until such time as the attorney does meet the level requirements for advancement. Responsibility for documenting and notifying NDA that the attorney has completed the Level requirements and is thus eligible for advancement shall rest with the employee. An attorney who advances to the next pay level under this section at a date later than the attorney's anniversary of hire will be eligible for annual review and advancement under section 10.3 at the attorney's next anniversary date of hire. NDA shall make efforts to provide attorneys with the opportunity to meet the Level requirements for advancement but such efforts shall be subject to the needs of NDA.

If an attorney has not had the opportunity to meet the Level requirements for advancement, this shall not negatively impact the attorney's annual performance evaluation.

10.5 Attorney Level Requirements

- Attorney I: An attorney must possess a valid WSBA license.
- Attorney II: (a) An attorney must possess a valid WSBA license; *and*
 (b) An attorney must have completed at least two trials, by jury, to verdict, in the municipal court, district court, or felony court, or two dependency trials, either terminations or dependency proceedings, or a combination of dependency and criminal trials; or
 (c) Four trials to verdict in Juvenile Court; or
 (d) A combination of two trials to verdict in Juvenile Court and either a jury trial or dependency trial.
- Attorney III: (a) An attorney must possess a valid WSBA license; *and*
 (b) An attorney must have a minimum of two years experience in (i) criminal defense or (ii) prosecution or (iii) representation in dependency proceedings, or (iv) a combination of two years experience in criminal defense, prosecution or dependency proceedings; *and*
 (c) An attorney must have completed at least five trials, by jury, to verdict in (i) municipal court, district court, or felony court; or, (ii) three termination trials; or, (iii) five trials to verdict in juvenile court and two jury trials; *and*
 (d) An attorney must have demonstrated primary responsibility in handling at least six felony cases or six dependency cases or a combination of six felony and dependency cases.
- Attorney IV: (a) An attorney must possess a valid WSBA license; *and*
 (b) An attorney must have (i) a minimum of five years experience in criminal law; or (ii) a minimum of five years in dependency proceedings with the last year in the King County Dependency Court; or (iii) a minimum of five years combined experience in criminal and dependency proceedings, with a minimum of two years experience in dependency proceedings with at least one year in the King County Dependency Court during the last five years; *and*
 (c) An attorney must have completed at least six felony level trials to verdict or six termination trials to verdict; and an attorney must have received a minimum of "Meets Standards" in each category evaluated on the employee's most recent performance evaluation; *and*
 (d) An attorney must (i) have demonstrated primary responsibility in handling a minimum of eight cases involving Class A or Persistent Offender; *Or*
 (ii)(a) Have demonstrated primary responsibility in handling at least six dependency cases from shelter care status,

including a Permanency Planning or Dependency Review hearing, and

(b) The attorney must demonstrate primary responsibility in handling any combination of two cases involving (i) Reinstatement of Parental Rights, (ii) Contested Private Adoption, or (iii) participation in Family Treatment Court for at least 6 months; *and*

(c) Have acted as at least second chair in a Juvenile Offender trial and demonstrate training and experience in Contempt of Court proceedings; *or*

(iii) Have demonstrated primary responsibility for a combination of at least eight cases involving Class A or Persistent Offender or Dependency cases from shelter care status, including a Permanency Planning or Dependency Review hearing, with any combination of at least two of the dependency cases involving (a) Reinstatement of Parental Rights, (b) a Contested Private Adoption or (c) participation in Family Treatment Court for at least 6 months.

Primary responsibility for a case may be demonstrated by the attorney providing a written list of the cases in question, providing a summary of the facts of each case, along with a summary of the attorney's work on each case. Any written pleadings prepared by the attorney on a case should also be attached for consideration.

10.6 Promotion To A Higher Classification

A non-exempt employee promoted to a higher classification on a permanent basis shall advance to a step on the appropriate classification scale that represents pay at a rate that is a minimum of an increase of three (3) percent in their current pay, following ninety (90) days performance in the new position if the employee receives an overall rating of "Meets Standards" on the employees performance evaluation. An employee who does not receive an overall rating of "Meets Standards" on their performance evaluation in the new position following a ninety (90) day orientation period in the new position shall be reinstated to their previous position.

10.6.1 Reclassification to a Higher Classification

Effective January 1, 2005, a non-exempt employee who is substantially performing the job skills of a higher classification for more than ninety days may request a performance evaluation in the higher classification. The employee shall advance to a step on the appropriate classification scale that represents pay at a rate that is the minimum of an increase of three (3) percent in their current pay if the employee receives an overall rating of "Meets Standards" on the evaluation in the higher classification.

Article 11: GRIEVANCE PROCEDURE

- 11.1 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.
- 11.2 A grievance is a claim raised by the Union or the Employer in which it is alleged that a specific provision of this Agreement has been violated by the other party. It is understood that no allegation that could be raised as a violation of federal, state or municipal laws regarding non-discrimination shall be submitted to this Grievance Procedure for resolution.
- 11.3 The following procedure shall be used for the processing of grievances:

INFORMAL STEP: Employees are encouraged to discuss any potential grievance with their immediate supervisor prior to initiating a written grievance. Problems should be resolved at the lowest possible level.

STEP ONE: A grievance shall be presented in writing to the immediate supervisor by the Union or shop steward within fourteen (14) calendar days of the occurrence of such grievance or within fourteen (14) calendar 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 shall be held for purposes of investigation and attempted resolution. The immediate supervisor shall communicate his or her response to the employee and union within seven (7) calendar days of the initial filing. Any 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 Union may present the grievance to the Executive Director or his/her designee. Submission at Step Two must be within fourteen (14) calendar days of receipt of the response at Step One and must be in writing. For a grievance filed by the Employer, the grievance may be initially filed at Step Two, and may be submitted to the Union's offices by mail or other customary means of delivery. The written grievance should include the nature of the grievance, the contract provision allegedly violated, and the remedy sought. At the request of the grievant, the Union, or the Employer, a meeting of the parties shall be held for purposes of investigation and attempted resolution. The responding party shall communicate his or her written response to the grieving party within seven (7) days after receipt of the grievance.

STEP THREE: If the grievance is not satisfactorily resolved at Step Two, either party may in writing refer the grievance to binding arbitration, and simultaneously upon mutual agreement of the Employer and the Union, to mediation, within ten (10) days of the Step Two meeting, above.

If the parties elect to proceed to mediation, they shall contemporaneous with that agreement schedule a mediation meeting at the earliest possible date with King County Dispute Resolution. If mediation through King County Dispute Resolution is not possible, the parties shall utilize the Federal Mediation and Conciliation Service.

If the matter is not satisfactorily resolved at mediation, or if mediation cannot be held within the next thirty (30) days (which may be extended by mutual written agreement), the matter will proceed to arbitration as outlined in Step 4.

STEP FOUR: An arbitrator will be selected by mutual agreement of the Union and the Employer. If mutual agreement cannot be reached within fourteen (14) calendar days of referral to arbitration, either party may request a list of seven (7) Washington and Oregon arbitrators from the Federal Mediation and Conciliation Service. An arbitrator shall be selected by alternatively striking names until only one name remains.

Discipline that is not a suspension or termination shall not be subject to arbitration under the grievance procedure in this Agreement, but may be raised during an arbitration to the extent it contributed to discipline that is being arbitrated.

The arbitrator shall have no power to add to, subtract from, or otherwise change or modify the provisions of this Agreement. The arbitrator shall only have the power to apply and interpret the provisions of the Agreement and to issue appropriate remedies, including making the grieving party whole. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer.

The arbitrator's fees and expenses, and any costs for other shared services or facilities shall be borne equally by the parties, except that if a party has rejected an offer of settlement and does not obtain a ruling from the arbitrator that is equal to or more favorable than the settlement offer, that party shall pay the entire fee of the arbitrator. Court reporter's costs shall be split equally only if express agreement is reached to use a reporter for the hearing. Neither party shall be responsible for the expenses, including attorney's fees, incurred by the other.

- 11.4 The time limits set forth herein may be extended 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 abandonment 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.
- 11.5 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 in writing to waive any of the above steps

Article 12: PERSONNEL ACTIONS

- 12.1 The Employer will notify employees of all open positions through postings on its bulletin boards and email notices. "Open positions" shall be new positions due to expansion and/or vacancies, and shall not be construed to include the rotation of employees into or out of different units.
- 12.2 The Employer will work to staff units with experienced personnel. Staff rotation among the units will be based on the current experience level of the unit, the experience level of the staff scheduled for rotation, job performance, unit requirements, meeting of minimum job requirements and the measurement of staffing impact of the units involved in the rotation. Current experience level is defined as the cumulative knowledge of experience of staff personnel.
- 12.3 All new employees of the Employer shall be employed in a probationary status for a period of one hundred eighty (180) days for attorneys and social workers and ninety (90) days for other employees, measured from the date of first employment. During that time, the Employer may discipline or discharge probationary employees for any reason, in its sole discretion, and probationary employees shall not be permitted to grieve such discipline or discharge. The probationary period for any employee may be extended for one (1) ninety (90) day period. Any such extension shall not be subject to the grievance procedure. A former employee with less than one year's absence (i.e., July 1st to June 30th) will be on a probationary period for ninety (90) days.

Current employees (except attorneys) electing to fill a vacant position shall be subject to probationary periods consistent with the above paragraph. During this period the Employer may in its discretion return the employee to his or her previous position. A decision to return the employee to his or her previous position shall not be subject to the "just cause" requirement or the grievance procedure.

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.

- 12.3.1 At the end of the first two-thirds of the probationary period, the employee shall receive 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.
- 12.3.3 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.
- 12.4 The Employer shall provide written evaluations to each employee at least once per calendar year, and an opportunity to discuss such evaluation verbally with the supervisor(s) preparing the evaluation. The unit coordinator or supervisor(s) who

supervised the employee during the relevant period of evaluation shall be involved in preparing the evaluation and shall provide input into the evaluation, if still employed by the Employer. The evaluation form will provide space for the employee to comment upon the evaluation of his/her own performance. Disputes regarding the evaluation are grievable through Step 2 of the Grievance Procedure.

- 12.5 Employees shall not be disciplined or discharged without just cause. This provision shall not apply to employees who are on probation. The parties acknowledge that suspensions of attorneys conflict with the attorneys' representational responsibilities towards their clients. Therefore, when a suspension is appropriate, the Employer will provide a "Written Reprimand In Lieu Of Suspension." At the option of the employer, non-attorneys may also be provided with a "Written Reprimand In Lieu of Suspension." In a meeting to investigate or discuss possible disciplinary action, the employee shall have the right to request the presence of a union representative. 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, not to exceed 36 hours, to obtain the union representative's presence. During such meeting, the union representative may listen and ask clarifying questions, but shall not disrupt the interview or discussion.

Article 13: SENIORITY

- 13.1 Seniority shall be defined as length of continuous service with the Employer. Bargaining unit employees who accept non-bargaining unit supervisory positions shall continue to accrue seniority during their time as supervisors.
- 13.2 In any reduction in force, employees shall first be offered the opportunity to accept voluntary layoff. If an insufficient number of employees volunteer for layoff, employees in an affected group shall be selected for involuntary layoff, where skills and ability are substantially equal, in reverse order of seniority. In determining skills and ability, the Employer will take into consideration an employee's demonstrated proficiency in areas of specialized ability or training, caseload, applicable work experience and performance evaluations in selecting for involuntary layoff.
- 13.3 Employees shall maintain their employment relationship with the Employer during any layoffs equal to or less than six (6) months, or until they reject or ignore an offer of reemployment, whichever comes first. When openings exist, the Employer shall recall employees from layoff based on the requirements for the opening, the laid off employees' qualifications, performance and in reverse order of the layoff. Employees shall have five (5) working days to respond to offers of reemployment. A failure to accept reemployment within this time period will be considered a voluntary quit.

Article 14: EMPLOYEE RIGHTS

- 14.1 The Employer shall pay Washington State Bar Association "WSBA" annual dues for all attorneys who are full-time regular employees on January 15th of each year and who have

submitted a record of their attendance at CLE's, including a minimum of eight CLE credits focusing on the practice of criminal law to the Employer. Attorneys terminating employment prior to March 1st shall reimburse the Employer a prorated share of the WSBA dues expense. That amount shall be deducted from the employee's final paycheck.

- 14.2 The Employer may pay an associated office membership in a professional association, which provides free and/or discounted continuing legal education classes. The Employer will also allow attorneys the necessary time to attend such continuing education, up to fifteen (15) credits per year, of which at least eight (8) credits must be related to the practice of criminal law.
- 14.3 The Employer will reimburse non-attorneys \$50 per year toward continuing education and associated membership dues related to the practice of criminal law and/or toward training related to their current position. The Employer may provide to non-attorneys additional training funds in its discretion.
- 14.4 Attorneys who are assigned to Juvenile Court, and the Regional Justice Center (when working out of the Seattle office) shall be reimbursed for mileage at the IRS rate and for reasonable parking expenses.

Employees who need a car for business purposes shall use the Flexcar/Zipcar, unless mileage and parking are approved in advance.

- 14.5 The Employer and the Union jointly recognize that (a) the Employer cannot always control the number of cases it receives; (b) there are fluctuations in the cases the Employer receives; (c) there are fluctuations in the number of cases assigned to the employees; and (d) employees' and clients' satisfaction may be impaired if caseloads become unreasonably burdensome. Therefore, the current practice of assigning caseloads so as not to require attorneys to practice under conditions, which may constitute malpractice or violations of the Code of Professional Responsibility, shall be maintained. Attorney workloads will be governed by the following standards:

Felony Division: Annual caseload of one hundred fifty (150) case credits.

Misdemeanor Division (Seattle Municipal Court): Annual caseload of three hundred eighty (380) case credits.

Misdemeanor Division (King County District Court): Annual caseload of four hundred fifty (450) case credits.

Juvenile Offender Division: Annual caseload of three hundred thirty (330) case credits.

Dependency Division: Annual caseload of one hundred eighty (180) case credits. The caseload will be calculated based on credit information reported to the

supervisor and the paralegal. It shall be the attorney's responsibility to report review hearings and other credit information in a timely manner.

Contempt of Court: Annual caseload of two hundred twenty-five (225) case credits. The caseload will be calculated based on credit information reported to the supervisor and the paralegal. It shall be the attorney's responsibility to report review hearings and other credit information in a timely manner.

The Employer will take reasonable steps to assure that the caseload limits set forth above are followed. In some instances the caseloads may vary, depending on the composition of a particular caseload or the needs of the Employer.

Upon an attorney's request, mainstream felony attorneys shall receive no more than four (4) Class A felonies per month, provided that compliance with the contract with the Office of Public Defense is satisfied.

- 14.6 Job descriptions shall reasonably describe the responsibilities and qualifications for the job. Job descriptions shall not limit the Employer's right to assign work or limit the employee's responsibilities, and shall not restrict the Employer's right to modify, add, or eliminate classifications or positions.
- 14.7 During the term of this Agreement, the Employer will provide insurance coverage to provide for the 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 defender 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 contempt coverage will provide for cost of defense not to exceed ten thousand dollars (\$10,000).
- 14.8 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).

Article 15: PROFESSIONAL OBLIGATIONS

- 15.1 It is recognized that all employees 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 Attorneys and staff are expected to meet the professional obligations set forth in the Handbook.

Article 16: LABOR/MANAGEMENT COMMITTEE

There shall be a Labor/Management Committee consisting of three (3) representatives elected by the Union and up to three (3) representatives appointed by Employer. The purpose of the committee is to create a communication process for mutual planning and discussion regarding matters of general concern to employees and management. The Committee shall have no authority to change, delete or modify any term of this Agreement, or to discuss and settle grievances arising under this Agreement. A meeting of representatives of the Employer and Union shall be scheduled on a quarterly basis at a mutually agreeable time and place. A proposed agenda shall be prepared jointly and distributed prior to each meeting. The Committee shall operate under the guidance of co-chairs, one selected by the Union and the other selected by Employer. Minutes shall be kept of the meetings, with copies provided to each member and posted on the bulletin board.

Article 16: MANAGEMENT RIGHTS RETAINED

- 16.1 The Employer retains all of its exclusive rights to manage its operations and business and to make all decisions affecting the business and its employees, unless the exercise of such rights is in conflict with an express provision of this Agreement or the law. The Employer's rights include, but are not limited to, the sole and exclusive right to: hire, train, evaluate, promote, layoff, assign, classify, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; direct and schedule the workforce; determine or schedule when overtime shall be worked; install, move or remove equipment; determine the methods, procedures, materials and operations to be utilized or discontinue the utilization by employees and/or subcontract work, operations, or functions; reorganize, transfer, discontinue or relocate any or all of the operations of the business with any consequent reduction or change in the work force; increase or decrease employees' working hours; publish, modify and enforce policies, procedures and rules governing the conduct and performance of employees; and establish, change, combine, assign or abolish job classifications and responsibilities, pay grades, standards and levels of performance, job content and qualifications.
- 16.2 The parties recognize the Employer's right to issue an employee handbook, which shall apply to the bargaining unit employees:
- (a) With respect to subjects not covered by this Agreement; or
 - (b) To the extent it is not inconsistent with any Article set forth in this Agreement.

16.3 The Employer shall not implement provisions of the employee handbook relating to terms and conditions of employment of bargaining unit members without first providing the Union with an opportunity to negotiate.

Article 17: AGREEMENT NOT TO DISRUPT WORK

17.1 It is understood that employment 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 courthouse or detention facilities. The Employer has the right to impose discipline, including termination, on any employee who violates this provision.

17.2 During the term of this Agreement, neither the Union, its officers, agents, representatives, or members, nor any employee covered by this Agreement shall in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any of the following actions by employees, or those acting in concert with employees: strike (whether it be an economic strike, sympathy strike, or otherwise), slow down, walk out, boycott, picketing (including informational picketing), hand-billing, work to rule movement, or any other interference with the Employer's operations. In addition to any other liability, remedy or right provided by this Agreement or applicable law, should a violation of this Article occur, the Union within twenty-four (24) hours of a request by the Employer shall publicly disavow such action and advise the Employer in writing that the action has not been called or sanctioned by the Union.

Article 18: TERMS OF AGREEMENT

18.1 The term of this Agreement shall be January 1, 2008 through December 31, 2010. This Agreement and each of its provisions shall become effective following ratification except where otherwise agreed.

18.2 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 provided pursuant to this article, the Agreement shall automatically renew for an additional one (1) year, subject to the termination procedures set forth in this section.

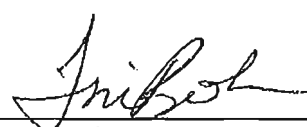
NORTHWEST DEFENDERS
ASSOCIATION

Dated: 

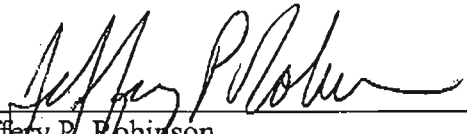
By: August 29, 2008
Eileen Farley

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 925, AFL-CIO

Dated: August 25, 2008


By: 
Tom Bohan

Director




Jeffery P. Robinson,
President, Board of Directors

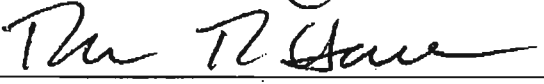
Director of Contract Administration



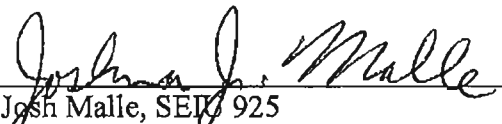
Ramona Brandes, SEIU 925



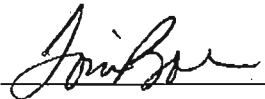
Diana Erickson, SEIU 925



Randy Hall, SEIU 925



Josh Malle, SEIU 925





LETTER OF UNDERSTANDING

BY AND BETWEEN

NORTHWEST DEFENDERS ASSOCIATION

And

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL NO. 925

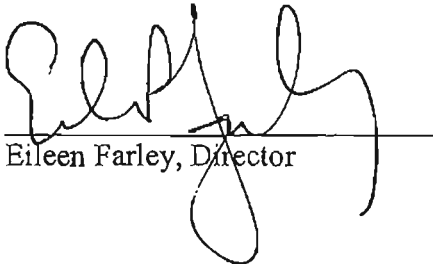
Short and Long-Term Disability: Employer intends to continue to provide coverage throughout the term of the 2008-2010 collective bargaining agreement. However, if the agency's ability to provide coverage is jeopardized by exigent financial circumstances, Employer agrees to meet and confer with the Union to discuss disability insurance coverage prior to its discontinuation.

Metro Flex Pass: Employer will offer a Metro Flex Pass beginning in April 2008. Employees who accept the pass will contribute fifty percent (50%) of the cost of the Pass per month.

Out of Area Transportation Costs: Employer will establish annually a pool of \$500 to assist employees who reside outside the Metro Flex Pass service area with their transportation costs. 1/12th of the fund will be disbursed monthly and will be divided between such employees.

Northwest Defenders Association

SEIU, Local No. 925



Eileen Farley, Director



Toni Bohan, Director of Contract Administration

