

Master Labor Agreement (MLA) - Appendix 48
Agreement Between King County
And
Service Employees International Union, Local 925
Department of Public Defense
[462]

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1 **AGREEMENT BETWEEN**

2 **KING COUNTY**

3 **AND**

4 **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**

5 **DEPARTMENT OF PUBLIC DEFENSE**

6 **PREAMBLE**

7 These articles constitute an agreement, terms of which have been negotiated in good faith,
8 between King County (the "County") and Service Employees International Union, Local 925
9 representing employees in the Department of Public Defense (the "Union"). This Agreement shall be
10 subject to approval by Ordinance by the Metropolitan King County Council (the "Council"). This
11 Agreement was entered into for the purpose of setting forth the mutual understandings of the parties
12 regarding wages, benefits, and working conditions.

13 **INTRODUCTION**

14 The Union and the County (The Parties) agree that public defense must take a client-centered
15 approach to helping indigent persons and that developing, promoting, and supporting programs to
16 improve the justice system, increase racial equity, and improve community-based resources for
17 indigent clients is part and parcel of providing quality public defense. The Parties agree that the
18 independence of public defense and public defenders is necessary for quality public defense. The
19 Parties also agree that maintenance of appropriate legal standards is necessary for quality public
20 defense. This requires appropriate caseloads, attorney-staff ratios, investigation, and obtaining expert
21 services and must not be based on pre-judgment about the defendant or the case or its importance.

22 The Parties agree that providing adequate staff and resources such that attorneys and staff are
23 able to provide Department of Public Defense ("DPD") clients with high quality representation, and
24 compensating DPD employees in parity with employees occupying similar positions in the King
25 County Prosecuting Attorney's Office are essential to the mission of DPD. This Introduction is not
26 subject to grievance.

27 **ARTICLE 1: PURPOSE**

28 The intent and purpose of this Agreement is to promote the continued improvement of the

1 relationship between King County and the employees by providing a uniform basis for implementing
2 the right of public employees to join organizations of their own choosing, and to be represented by
3 such organizations in matters concerning their wages, benefits, and working conditions.

4 **ARTICLE 2: UNION RECOGNITION**

5 **Section 2.1. Union Recognition.** The County recognizes SEIU, Local 925 as the exclusive
6 collective bargaining representative of the following bargaining unit:

7 All current full-time and regular part-time employees of the Department of Public Defense,
8 excluding managers, supervisors, confidential employees, short-term temporary employees (those
9 working less than six months), students, interns, externs, volunteers, and work/study employees.

10 Also excluded are King County employees who perform work in the Department of Public
11 Defense but are organizationally matrixed to other King County agencies, specifically, but not limited
12 to, employees of King County Information Technology, the Business and Finance Operations
13 Division, the Human Resources Division, and Benefits and Retirement Operations. Also excluded is
14 conflict counsel that is retained by King County.

15 **Section 2.2. Union Membership/Representation Fee.** It shall be a condition of
16 employment that all employees covered by this Agreement who are members of the Union in good
17 standing on the effective date of this Agreement shall remain members in good standing and those
18 who are not members on the effective date of this Agreement shall become and remain members in
19 good standing in the Union or pay an agency fee. It shall also be a condition of employment that all
20 employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its
21 effective date shall, by the thirtieth (30th) day following the beginning of such employment, become
22 and remain members in good standing in the Union or pay an agency fee.

23 **Section 2.3. Religious Tenets or Beliefs.** Nothing contained in this Article shall require an
24 employee to join the Union who can substantiate, in accordance with existing law, bona fide religious
25 tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations. Such
26 employees shall pay an amount of money equivalent to regular union dues and initiation fee to a non-
27 religious charitable organization mutually agreed upon by the employee and the Union to which such
28 employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof

1 that such payment has been made.

2 **Section 2.4. Dues Deduction.** Upon receipt of written authorization individually signed by
3 the bargaining unit employee, the County shall have deducted from the pay of such employee the
4 amount of dues or representational fees as certified by the secretary-treasurer of the Union and
5 transmit the same to the Union. The Union will indemnify, defend, and hold the County harmless
6 against any claims made and against any suit instituted against the County on account of any check-
7 off dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on
8 account of the check-off provision upon presentation of proper evidence thereof.

9 **Section 2.5. Membership Application.** The County will require all new employees hired
10 into a position included in the bargaining unit to sign a form (in triplicate) which will inform them of
11 the Union's exclusive recognition. One copy of the form will be retained by the County, one by the
12 employee, and the original sent to the Union. The County will notify the Union of any employee
13 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

14 **Section 2.6. COPE Payroll Deduction.** The County shall, upon receipt of a written
15 authorization form that conforms to legal requirements, deduct from the pay of a bargaining unit
16 employee the amount of contribution the employee voluntarily chooses for deduction for political
17 purposes and shall transmit the same to the Union.

18 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

22 The County shall have the right to demote, discipline and discharge employees; and the right
23 to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the
24 control of the County. The County shall further have the right to recruit, examine, test, select, hire,
25 appoint, promote, transfer, and train employees; place employees on wage steps; determine work
26 locations and assign employees to those locations; appraise employee performance; contract out
27 work; develop and modify classification specifications, allocate positions to those classifications,
28 allocate employees to those positions; determine work schedules, assign employees to those

1 schedules, schedule overtime work; determine the methods and processes by which work is
2 performed and direct and assign work; establish rules, procedures and processes; determine the
3 budget; and the right to take whatever actions are necessary in emergencies as determined by the
4 County.

5 **ARTICLE 4: HOLIDAYS**

6 **4.1. Regular Paid Holidays.** Pursuant to MLA, Article 10.
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ARTICLE 5: VACATIONS

Section 5.1. Pursuant to MLA Articles 9 and 35, except as modified below.

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

Public Defender 1 Attorneys:

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

All employees other than those Classified as Public Defender 1:

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

Employees eligible for vacation leave hired before January 1, 2018, may accrue up to 480 hours of vacation leave, hired after December 31, 2017, may accrue up to 320 hours of vacation leave, prorated to reflect their normal work schedule. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the county.

1 **Section 5.2. Employee use of vacation.** King County will make a good faith effort to allow
2 accrued vacation to be taken as requested with reasonable notice. Employees may use accrued
3 vacation leave upon request and pre approval of vacation leave by King County. Employee use of
4 vacation shall be as provided in King County Code section 3.12.190, as amended and shall be
5 administered in a manner consistent with the King County Personnel Guidelines, as amended.

6 **Section 5.3. Vacation Donation.** Pursuant to MLA Article 6.

7 **Section 5.4. Sick While on Paid Leave.** If an employee is injured or is taken ill while on
8 paid leave, in order to receive sick leave for that time he or she shall present to the County on the first
9 day of injury or illness, or as soon as practicable thereafter, a treating doctor's statement or other
10 acceptable proof of injury or illness.

11 **Section 5.5. Vacation Payout.** Employees shall be paid for accrued vacation leave to their
12 date of separation up to the maximum accrual amount if they have successfully completed their first
13 six (6) months of County service in a paid leave eligible position up to 480 hours maximum.
14 Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon
15 the date of leaving County employment less mandatory withholdings. If an employee leaves prior to
16 successful completion of the six months of County service, he or she shall forfeit and not be paid for
17 accrued vacation leave.

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

Section 5.6. Conversion of Sick Leave to Vacation Leave. Non-Exempt staff who use thirty-two (32) hours of sick leave or less in a calendar year calculated from January 1st through December 31st, shall become eligible to convert accrued sick leave hours to vacation hours in the following calendar year pursuant to the following schedule:

Sick Leave Hours Used in a last Calendar Year	Sick Leave Hours Accrued Which May Be Converted to Vacation Hours in the Following Year
16 or less	24
More than 16 to 24	16
More than 24 to 32	8

The Human Resources Office will notify all eligible employees in writing of their eligibility no later than February 15 of the year following achievement of eligibility. The Human Resources Office may set a reasonable deadline by which an employee must elect to convert hours.

ARTICLE 6: PAID SICK LEAVE

Section 6.1. Paid sick leave shall be pursuant to MLA Article 34, except as modified below.

Section 6.2. Dolan Sick Leave Balances.

Sick leave balances carried over to King County employment, pursuant to the Dolan Settlement shall not be eligible to be donated to other employees or eligible for the 35% cash out available to King County employees upon retirement or death.

Section 6.3. Flex Time for Medical Appointments. With advance approval from the employee's supervisor an FLSA non-exempt employee may within the same work week make up no more than two (2) hours of time lost due to medical appointments. No more than one-half (1/2) hour of a one (1) hour lunch break may be made up from a lunch period in any one day, and no break time may be utilized for this purpose. The decision to approve or deny this request shall not be subject to grievance.

ARTICLE 7: WORK STOPPAGES LOCK OUTS AND EMPLOYER PROTECTION

7.1. Public Interest. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts

1 to avoid or eliminate any conduct contrary to this objective.

2 **7.2. No Lock Out.** The County agrees not to lock out employees covered under this
3 Agreement.

4 **7.3. No Work Stoppage.** The Union shall not cause or condone any DPD work stoppage,
5 including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave
6 absence which is not bona fide, or other interference with County functions by employees under this
7 Agreement and should same occur, the Union agrees to take appropriate steps to end such
8 interference. Any concerted action by any employee in the bargaining unit shall be deemed a work
9 stoppage if any of the above activities have occurred; being absent without authorized leave shall be
10 considered as an automatic resignation.

11 A. Upon notification in writing by the County to the Union that any of its members
12 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
13 immediately cease engaging in such work stoppage and provide the County, with a copy of such
14 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
15 such Union employees to cease engaging in such a work stoppage.

16 B. Any employee who commits any act prohibited in this section will be subject in
17 accord with the County's Work Rules to the following action or penalties: to discipline in
18 accordance with Article 11, Dispute Resolution Procedure.

19 1. Discharge

20 2. Suspension or other disciplinary action as may be applicable to such
21 employee.

22 In the event of a picket line impacting the work of any member of the bargaining unit, the
23 parties agree to meet and confer upon the request of either party.

24 **ARTICLE 8: MISCELLANEOUS LEAVES**

25 Other forms of paid leave shall be granted and administered per the terms of the MLA, King
26 County Code section 3.12, et. Seq., and the King County Personnel Guidelines, both as amended.
27 For illustrative purposes, these types of leave include, but are not limited to bereavement leave,
28 military leave, King County family medical leave, jury duty leave, and organ donor leave.

1 Employees shall be eligible for unpaid leave pursuant to the MLA, Article 3.

2 **Section 8.1. Subpoena Leave.** An employee subpoenaed to testify or appear in a matter as a
3 witness in court or administrative hearing or deposition on which that employee has been assigned to
4 as part of their regular employment shall be paid as part of their regular employment.

5 **ARTICLE 9: EMPLOYEE RIGHTS AND UNION PRIVILEGES**

6 **Section 9.1. Non-Discrimination.** The Employer and/or the Union shall not discriminate
7 against any employee because of race, color, creed, religion, religious affiliation, national origin, age
8 (except by minimum age and retirement provisions), sex, marital status, sexual orientation, gender
9 identity or expression, honorably discharged veteran, military status, Union membership, or any
10 disability.

11 The parties agree that appropriate actions shall be taken to accommodate employees with
12 disabilities as may be required under applicable law, and that such accommodations shall take
13 precedence over any conflicting provisions of this agreement.

14 **Section 9.2. Union Activities.** The Employer agrees that on its premises, Union
15 representatives designated in advance as authorized to represent the Union, shall be allowed to:

16 **A.** Attend negotiation meetings with the employer on paid time, provided that if the
17 number of employees attending negotiation meetings is more than two, such number of employees
18 must be mutually agreed in advance;

19 **B.** Submit communications authorized by the Union or its officers to the King County
20 Public Defender or his/her designee;

21 **C.** Designated Union representatives shall be permitted a reasonable amount of on-
22 duty time to conduct grievance resolution; and

23 **D. Worksite Visitation.** Representatives of the Union may visit the worksite
24 locations of employees covered by this Agreement for the purpose of conducting union business;
25 provided that the representatives notify the Employer of their presence and do not interfere with
26 employees in the performance of their duties. Attorney-client and work-product privileged
27 information shall not be not be disclosed to a union representative, nor shall any client file or related
28 documents be reviewed by a union representative unless previously approved by the Employer,

1 which may include redaction at the Employer's discretion. This section shall not apply to access to
2 Department of Adult and Juvenile Detention facilities.

3 **Section 9.3. Bargaining Unit List.** The Employer will provide to new employees a union
4 member card, information regarding union membership, and a list of shop stewards as provided by
5 the Union.

6 Upon request once per quarter, the Employer will provide to the Union a listing of all
7 employees covered by this Agreement. Such list shall include name, address, classification, rate of
8 pay, hours of work, and other data as mutually agreed.

9 **Section 9.4. Union Information in Mailboxes.** With prior approval, the Employer agrees
10 that reasonable amounts of union information may be distributed to the mailboxes of represented
11 employees.

12 **Section 9.5. Shop Stewards.** The Union shall have the right to appoint stewards. Stewards
13 shall be appointed by Division. The Department shall be furnished with the names of stewards so
14 appointed. The parties agree that the requirements of the attorney-client privilege, work product
15 doctrine, or other protections provided by the rules of professional conduct may supersede a
16 steward's ability to work with or otherwise assist bargaining unit members that are not in the same
17 division as the steward. Shop stewards shall have reasonable time during regular working hours for
18 the formal investigation of alleged violations of this Agreement and for processing grievances.
19 Grievants with whom the steward(s) must meet for the formal investigation and processing of
20 grievances shall be allowed reasonable time during regular working hours for these purposes;
21 provided that the orderly process of the Employer's business shall not be disrupted. Employees,
22 stewards, and other Union representatives will be unimpeded and free from restraint, interference,
23 coercion, discrimination and reprisal in the investigation and processing of grievances, or otherwise
24 seeking enforcement of this agreement.

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

26 Pursuant to MLA Article 25.
27
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1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURE**

2 Pursuant to MLA Article 26, except as modified below.

3 **Section 11.1. Certification of Appointed Counsel of Compliance with Standards**

4 **Required by CrR 3.1 / CrRLJ 3.1 / JuCR 9.2.** All Attorneys who are required to sign a certificate
5 of appointed counsel must do so unless there is good cause not to. An attorney who refuses to sign a
6 certification of appointed counsel shall be required to engage in an interactive process with
7 management to understand, address, and remedy the basis for the refusal to sign.

8 **Section 11.2. Notice of Rights.** When the Employer seeks to meet with an Employee and
9 that meeting might lead to disciplinary action, the employee shall have the right to request the
10 presence of a union representative and to be informed of the specific circumstances/issues underlying
11 the possible disciplinary action, if known at the time. If the employee requests the presence of a
12 union representative, the Employer shall postpone the meeting with the employee for a reasonable
13 period of time to obtain a union representative's presence. Prior to the imposition of discipline,
14 except in an emergency, the employee shall have a reasonable opportunity to respond to the
15 allegation, which may be at the initial meeting.

16 **Section 11.3. Maintaining Client Confidences and Privileged Information.** The parties
17 acknowledge that grievances filed under this dispute resolution procedure may involve information or
18 materials that are subject to the attorney-client privilege, work product doctrine, or other protections
19 provided by the rules of professional conduct or by statutory or constitutional provisions. In the
20 event either party at any time wishes to present such information, after consultation between the
21 parties, the managing attorney for the law office or designee shall provide for the information to be
22 presented while not improperly disclosing client confidences and/or otherwise privileged information.

23 **ARTICLE 12: WORK OUTSIDE OF CLASSIFICATION**

24 **Section 12.1. Assignment to Special Duty.** Pursuant to MLA, Article 15, except as
25 modified below.

26 **Section 12.2. Request for Special Duty.** If there has been a gradual accretion of or a
27 significant change to duties that are outside of a career service employee's classification over a period
28 of 45 days, upon notice the employer shall either relieve the employee of the duties outside of his or

her classification or shall place the employee in a special duty assignment and pay grade that accurately reflects those duties, pending a special duty recruitment.

ARTICLE 13: PROMOTIONAL OPPORTUNITIES AND TRANSFERS

The parties agree that it is beneficial to provide for promotional opportunities for members of the bargaining unit. Therefore, the employer will:

A. Periodically review hiring testing procedures with the Labor-Management Committee to ensure they are fair and equitable.

B. Develop, in cooperation with the Labor-Management Committee, a process for informing unsuccessful bargaining unit member applicants of the steps that these applicants can take to attempt to enhance their promotional opportunities.

ARTICLE 14: ATTORNEY ROTATIONS AND TRANSFERS

The Union and DPD recognize the benefit of affording attorneys the opportunity to rotate to different units within DPD divisions, and the importance of attorney professional development, while still ensuring that client needs and DPD business needs are adequately met. The Union and DPD also recognize that unnecessary transfer of attorneys can be disruptive to attorneys, client interests and the attorney-client relationship. Therefore, the following attorney transfer rotation policy applies:

A. DPD will manage attorney transfers, as much as possible consistent with client interests and the interests of other employees, in such a way that permits rotations through different units or practice areas to provide attorneys with the opportunity to learn new skills (e.g. trial, motions practice, working with expert witnesses, etc.), practice in different areas of the law, work in different locations, and provide relief from continuous work in practice areas considered to be more difficult or stressful. Attorneys may be assigned to work in any practice area and in any office location.

B. At least twice a year DPD management shall solicit attorneys' goals for professional development and practice areas where they are particularly interested in working. DPD will review requests for transfer and consider whether volunteers for an opening would be appropriate for that opening before making transfer decisions. All other considerations being equal, DPD will attempt to transfer attorneys to assignments where they are interested in working.

An attorney may request to be transferred out of his or her current assignment at any time by

1 making a written request to the law office managing attorney. The managing attorney will work with
2 the attorney to develop a transition plan to another practice area that is consistent with the needs of
3 the department. After 30 months for felonies, dependencies, and SVP, 24 months for all other
4 practice areas, an attorney may request to be transferred out of that practice and will be transferred to
5 another practice area within six months of the request, absent unusual circumstances. Wherever
6 practicable, an attorney shall receive at least 14 calendar days' notice of their new assignment prior to
7 being transferred to the new position.

8 C. The written request for transfer should specify the name of the attorney, the length of time
9 the attorney has served in his or her current unit and in prior units, and any other relevant facts that
10 should be considered when management decides where to place the rotating attorney. An attorney
11 who requests to rotate to a new unit may also list a preference to rotate to a particular unit or units.
12 Such preferences shall be considered in transfer decisions.

13 D. When filling vacancies or new positions, DPD shall first consider volunteers who have
14 asked to be transferred into or indicated interest, pursuant to paragraph B above, in the open position.
15 If DPD determines for articulable reasons that volunteers should not be assigned to the open position
16 due to client interests, professional development needs of the volunteers or of other lawyers, or due to
17 other management considerations or if there are not volunteers, DPD may require other attorney(s) to
18 leave their current unit(s). Managers will consult with attorneys being considered for transfer to learn
19 whether there are particular considerations that would make the transfer an unusual hardship at that
20 time. DPD will avoid transferring an attorney involuntarily more than once in a five (5) year period,
21 without articulable reasons for doing so. Subsection D shall not apply to Public Defenders above step
22 11.

23 E. Ordinarily, in the interests of clients and attorneys, attorneys will not be transferred to a
24 new unit less than 12 months after being placed in his or her current unit absent mutual agreement.
25 This section does not apply to administrative transfers due to exigent circumstances. Subsection E
26 shall not apply to Public Defenders above step 11.

27 F. Whenever practicable, the departing attorney and the incoming attorney will be given a
28 period of overlap to facilitate an orderly caseload transition. Ordinarily an attorney shall not be

1 assigned any case that is set for trial within 14 days of assignment to the new unit. DPD shall
2 consider the impact of transferred caseloads on workload capacity of attorneys on a case by case
3 basis, and supervisors will meet with attorneys who have transferred into their division to discuss
4 what if any accommodation is being made for the impact of the transfer.

5 **G.** Upon request, if an attorney is not transferred to an open position to which she or he had
6 asked to be assigned, the manager who made the transfer decision shall explain the reason the
7 attorney was not transferred, if it pertains to the situation, preparation or skills of that attorney, and
8 shall discuss with that attorney possible strategies for addressing those issues such that the desired
9 transfer might be possible in the future. This shall not obligate DPD or any manager to provide
10 reasons for transfer decisions that do not pertain to the inquiring lawyer.

11 **H.** The decision to transfer an attorney shall not be subject to grievance, but failure to follow
12 the above procedures is grievable.

13 **I.** The time periods set forth in paragraph B start running July 1, 2014.

14 **ARTICLE 15: CONTRACTING OUT**

15 Pursuant to MLA, Article 16.

16 **ARTICLE 16: HOURS OF WORK AND OVERTIME**

17 **Section 16.1. Standard Work Week.** For Fair Labor Standards Act ("FLSA") non-
18 exempt employees, the regular work week shall consist of five consecutive eight hour days totaling
19 40 hours per week. FLSA exempt employees are required to work the hours needed to perform their
20 duties.

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

23 **Section 16.2. Breaks.** Employees shall be granted an unpaid meal period of no less than 30
24 minutes for each five hours worked and a paid rest period of 15 minutes for each four hours worked.
25 Meal and rest periods shall be administered pursuant to the King County Personnel Guidelines, as
26 amended. An employee may elect, with the agreement of his or her supervisor, to take his or her 15
27 minute breaks incrementally, so long as the total is 15 minutes during the first four hours and 15
28 minutes during the second four hours.

1 **Section 16.3. Overtime.** FLSA non-exempt employees shall be eligible for overtime pay.

2 All work performed by an FLSA non-exempt employee over forty hours in any FLSA workweek
3 shall be paid at the overtime rate in accordance with the FLSA.

4 Overtime pay must be approved by a supervisor in advance except in a situation in which the
5 supervisor cannot be reached and it is readily apparent to the staff member and/or the client's
6 attorney that the client's representation will be harmed by the delay.

7 An employee may request compensatory time in lieu of overtime pay. Approval to accrue
8 compensatory time in lieu of overtime pay is at the discretion of management. Such requests shall be
9 made prior to submission of employee time sheets. Administration of compensatory time shall be in
10 accordance with the Personnel Guidelines, as amended.

11 Management may not require non-exempt employees to adjust their regular schedules to
12 avoid paying overtime, with the exception of investigators, as described below.

13 **Section 16.4. Flexible Hours Protected for Non-Exempt Employees.** With management
14 approval, employee schedules may be flexed to complete his or her assigned tasks, duties and
15 responsibilities. All hours worked beyond 10 in any single day shall be paid at the daily overtime
16 rate of one and one half times the employee's base rate of pay, regardless if the employee works more
17 than 40 hours during that FLSA work week. Nothing in this article shall prohibit management from
18 limiting the total number of hours worked by non-exempt employee to 40 hours per FLSA work
19 week.

20 **Section 16.5. Investigators.** It is understood that Investigators may need to flex their normal
21 work day schedule in order to accommodate late night and early morning interviews. This shall be
22 accomplished by adjusting normal work day start times and the end of normal work day times
23 without the use of split-shifts, unless the investigator chooses to work a split shift. A split shift is any
24 uncompensated period during an employee's workday, exclusive of an unpaid lunch period.

25 **Section 16.6. Flexible working hours.** It is understood that flexible working hours are a
26 necessary part of the job for most DPD classifications and that work outside of regular office hours
27 may be necessary.

28 Pursuant to the management rights clause, Employees may be assigned to alternative work

schedules to meet the operational needs of the department. No employee's regular schedule shall be changed without two weeks' advance notice, except in exigent circumstances.

ARTICLE 17: CASE ASSIGNMENT WHILE ON LEAVE

Except under unusual circumstances, such as but not limited to a new case with a current client, supervisors will avoid assigning new cases to an attorney when a scheduled hearing will occur during an attorney's approved leave of three (3) days or more, if that leave was requested more than 21 days in advance.

An attorney taking three (3) or more consecutive days of leave shall not receive any case assignment while on leave with a hearing scheduled on the day of his or her return from leave unless the hearing can be handled by another attorney.

Upon request by an attorney who is going on approved leave of three days or more requested more than 21 days in advance, the attorney's supervisor shall consult with the attorney about additional case assignment relief and coverage that is helpful under the particular circumstances, and possible given the workloads of others in the relevant division.

In the case of matters assigned to mitigation specialists, paralegals and investigators, assigned tasks shall have due-dates that allow assigned tasks to be generally completed with normal work hours upon the employee's return from leave, subject to exceptional circumstances that require additional work.

ARTICLE 18: ATTORNEY EXECUTIVE LEAVE

Employees may be granted Executive Leave pursuant to the King County Code, Policy, and the Personnel Guidelines, as amended, subject to the following modifications.

Section 18.1. Each FLSA exempt employee will be granted a minimum of five (5) days of executive leave annually, prorated for employment that begins at a time other than the beginning of the year or for temporary assignments that are anticipated to last less than a full calendar year. In addition to these five days of executive leave, exempt employees may be granted up to five additional days of executive leave in recognition of excess work or performance expectations.

Section 18.2. Subject to the limit set forth in 18.3, attorneys shall receive one day of executive leave for each week spent on-call and one day of executive leave for each two Saturdays

1 spent on a court calendar in the preceding calendar year. Such leave shall be awarded in the quarter
2 following the quarter in which the work was completed.

3 **Section 18.3.** No more than 10 days of executive leave will be granted in any calendar year.
4 The mandatory executive leave award will appear no later than the Employee's paycheck resulting
5 from the first full pay period in January or the paycheck resulting from the first full pay period in an
6 eligible position. Executive leave must be used in the payroll year granted and cannot be carried into
7 the next payroll year or cashed out. No executive leave will be paid in cash except in the event of an
8 Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

9 **ARTICLE 19: MISCELLANEOUS**

10 **Section 19.1. Union Information Requests.** Consistent with RCW 41.56 et seq. the
11 Employer will provide information to the Union that is necessary to administer this Agreement.

12 **Section 19.2. Professional Affiliations.** King County shall directly pay for public
13 defenders' Washington State bar dues as well as their membership in the Washington Defender
14 Association. Additionally, King County shall reimburse all other employees for all professional
15 licensing fees that are required to hold their positions with King County.

16 **Section 19.3. Personnel Records.** Pursuant to MLA, Article 19.

17 **Section 19.4. Employee Assistance Program.** Employees are encouraged to access the
18 Employee Assistance Program of King County for emotional distress due to job-related violence,
19 threats of violence, or due to the circumstances of a particular case or cumulative effects of multiple
20 cases, including secondary trauma.

21 **Section 19.5. Access to Reports from Case Management System.** Upon request
22 employees shall be provided reports showing work load assignments for themselves and/or other
23 employees in their law office.

24 **ARTICLE 20: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY**

25 **Section 20.1. Pre-Layoff Meeting.** When the need for a reduction in force/layoff is
26 anticipated, the County and the Union shall meet a minimum of ninety (90) days prior to the
27 anticipated reduction in force and jointly endeavor to find ways to minimize, or eliminate, the need
28 for involuntary layoff(s). Ways to minimize, or eliminate the need for involuntary layoff(s) may

1 include, but are not limited to, seeking volunteers for layoff, job sharing, and other alternative work
2 schedules, seeking volunteers for leaves of absence, offering early retirement, and cost saving
3 measures. The parties shall discuss eligibility for unemployment benefits for any employees that
4 volunteer for unemployment.

5 **Section 20.2. Layoff.** In the event the County determines that a layoff is necessary, the
6 County shall select the employee(s) to be laid-off in a way that preserves the Department's ability to
7 best serve and represent public defense clients. The Department will determine the Division(s) in
8 which the layoff(s) will occur based on the business needs of the Department. Factors to be
9 considered in the selection of employee(s) for layoff include relevant experience, skills and abilities.
10 Where employees are approximately equally situated with respect to those qualities seniority shall
11 determine which employee(s) are selected for layoff. Seniority is defined as the total length of
12 service within the Department of Public Defense and any of the predecessor agencies -ACA, EDA,
13 NDA, OPD, PDA, SCRAP or TDA.

14 **Section 20.3. Written Notice of Layoff.** When the elimination of a position will result in an
15 employee(s) being laid off, the County will provide written notice to the Union and the affected
16 employee(s) at least thirty (30) calendar days prior to the effective date of the layoff.

17 **Section 20.4. Order of Layoff.** When a reduction in force is necessary in a particular job
18 classification(s), temporary and/or probationary employees working in said classification(s) in the
19 division(s) designated for layoff will be the first laid off.

20 **Section 20.5. Placement.** The County shall attempt to place all employees scheduled for
21 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
22 County. Employees may access King County Career Support Services (CSS) as applicable under the
23 CSS program. The County shall adhere to the procedures to the County's Workforce Management
24 Plan, as amended, except as otherwise provided in this Agreement, regarding the placement of laid
25 off employees to positions within the bargaining unit.

26 **Section 20.6. Laid Off Employees Recall List.**

27 **Section 20.6.1.** All laid-off employees may continue to be enrolled in medical and dental
28 insurance programs pursuant to COBRA by paying the cost of continuing these benefits, as required

1 by law.

2 **Section 20.6.2.** Each Division shall maintain a Recall List, by seniority in classification, of
3 all laid off employees. Laid off employees shall maintain his or her placement on the seniority list
4 for recall for a period of two (2) years from the effective date of the layoff unless recalled. An
5 employee retains his or her recall rights even if he or she accepts another classification or temporary
6 position with the County.

7 **A. Recall of Public Defender 1 Classified Employees**

8 Provided the employee has the necessary knowledge, skills and experience for the position
9 being filled, recall will be by seniority among the Public Defenders on the division's recall list. The
10 business needs of the Department, including best serving client interests and efficient organization of
11 work, will determine the division in which recall occurs. In no event shall an employee be recalled to
12 a higher paid classification than the one from which he or she was laid off.

13 **B. Recall of Non-Attorney Classified Employees**

14 Provided the employee has the necessary knowledge, skills and experience for the position
15 being filled, recall will be by seniority among the employees on the division's recall list where the
16 most senior employee in the classification or classification series, if applicable, will be recalled first.
17 In no event shall an employee be recalled to a higher paid classification than the one from which he
18 or she was laid off.

19 **Section 20.6.3.** Notice of recall shall be in writing by certified mail at the employee's address
20 on file. In the event an offer of recall is not accepted within five (5) calendar days of notice, the lack
21 of response may be considered a refusal and the offer withdrawn and made to the next qualified
22 employee in seniority order. A second refusal of a recall offer to the same classification from which
23 an employee was laid off shall result in removal of the employee from the recall list.

24 **Section 20.6.4.** In addition to the Recall lists maintained by division, the Department shall
25 maintain a department wide recall list which includes all DPD employees from the divisions' recall
26 lists. If a particular division has an opening or openings which cannot be filled from that division's
27 recall list (either because all employees on the list within the classification being recalled declined the
28 opening(s) or because no one remains on the recall list), then the position(s) shall be filled by

1 recalling, in order of seniority, qualified employees on the DPD recall list, unless doing so is not
2 manageable in the view of DPD because of conflict of interest issues.

3 **Section 20.6.5.** The County will use bargaining unit employees, in order of seniority, who are
4 on the recall list to fill temporary positions performing bargaining unit work in their classification
5 series before employing anyone else, provided the employee is qualified to perform the work, unless
6 doing so is not manageable in the view of DPD because of conflict of interest issues. An employee
7 on the recall list who is offered temporary work may decline the temporary work without
8 jeopardizing his or her recall rights under this section.

9 **Section 20.6.6.** An employee recalled within two (2) years from the time of layoff will have
10 his or her vacation leave accrual rate and any forfeited sick leave accruals restored.

11 **Section 20.7. Layoff Reopener.** In the event of a catastrophic change in circumstances (e.g.,
12 loss of an entire practice area such as Seattle Municipal Court or special commitment cases), the issue
13 of Reduction in Force may be reopened for bargaining at the request of either party. In the event that
14 no changes are agreed to, the existing contract language shall continue to be binding on the parties.

15 **ARTICLE 21: TRAINING FUNDING**

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

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

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

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

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

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

5 **ARTICLE 22: BILINGUAL PREMIUM PAY**

6 Employee(s) who are substantially bilingual and are assigned by management to regularly use
7 their skills in a language other than English in the performance of their work duties will be paid a
8 bilingual premium of \$50 per month. This assignment will be renewed annually and may be
9 terminated at any time.

10 Such employee(s) will be required to demonstrate their bilingual ability, but are not required
11 to be certified by the State of Washington as a translator/interpreter. The County retains the right to
12 contract for translators/interpreters as appropriate. It is understood by the parties that the work
13 performed by the bilingual speaker provided for under this Section shall not supplant the work of
14 Court Certified Interpreters/Translators.

15 This article shall only apply prospectively from the date of implementation of this Agreement.

16 **ARTICLE 23: TRANSPORTATION BENEFITS**

17 Pursuant to MLA Articles 24 and 38.

18 **ARTICLE 24: CASELOAD STANDARDS**

19 **Section 24.1. Caseload Standards.** The Union and the DPD are committed to providing
20 indigent defense services of the highest quality. The Union and the DPD recognize that the provision
21 of high quality indigent defense services requires adequate attorney, paralegal, investigative,
22 mitigation/social work, and support staff, as well as adequate non-staff resources to investigate,
23 prepare, and present cases. DPD recognizes that caseloads must be limited to ensure that King
24 County public defenders are able to provide high quality representation to their clients.

25 **Section 24.2. Adherence to Caseload Standards.** DPD will maintain caseload standards
26 that, in the judgment of DPD, conform to applicable standards and requirements. Attorney case
27 assignments will not exceed DPD's caseload standards except as provided in this paragraph. It is
28 understood that hiring gaps, staffing changes and contract requirements with funding agencies may

1 occasionally cause assignments in excess of DPD policy. When this occurs, DPD will work to return
2 to DPD workload limits within three months. Additionally, assignments to attorneys may exceed
3 DPD workload limits when that occurs by virtue of DPD awarding supplemental credit for additional
4 work on a case/cases. In such a case, the attorney and his or her supervisor will discuss ways to
5 return to the DPD caseload ceiling within a reasonable period, which may involve limiting
6 supplemental credits in a particular case/cases.

7 **Section 24.3. Attorney Caseload Limits.** DPD agrees to, at a minimum, adhere to attorney
8 workload standards in effect per DPD policy as of August 1, 2015. Nothing in this section precludes
9 DPD from applying a supplemental credit system in additional practice areas.

10 **Section 24.4. Caseload Relief.** The caseload restrictions provided for herein do not preclude
11 employees from requesting relief from caseloads which, even though they are assigned in
12 conformance with these restrictions, are, in the opinion of the employee, excessive. The supervisor
13 will meet with the employee who requests relief in order to review the employee's caseload
14 assignment, to consider any circumstances brought to his/her attention by the employee, and to
15 attempt to resolve the problem. Such circumstances include, but are not limited to, case complexity
16 or extended absences from the office during a calendar month.

17 **Section 24.5. Time Records.** Attorneys, investigators, paralegals and mitigation specialists
18 shall track and record time worked on their cases in a time-tracking system approved by DPD. DPD
19 shall award credit for extra time worked on cases that have already been assigned, per DPD case
20 credit policies, within two weeks of receiving the record of additional time worked on a given case.

21 **Section 24.6. Investigator, Social Worker/Mitigation, Paralegal and Clerical Staff**
22 **Workloads.**

23 **A.** Deadlines and workload expectations shall be assigned with the understanding that
24 paraprofessional and clerical staff have a 40 hour work week with occasional overtime available to
25 complete all assigned tasks. On occasion, DPD business needs may require the assignment of more
26 tasks or more complex tasks that can be completed before the aspirational deadline. When this
27 occurs, supervisors will assist the assigned employee in prioritizing his or her workload to best meet
28 DPD client and attorney needs, understanding that not all assigned work can be completed by the

1 optimal deadline.

2 **B.** If case assignments are too high to allow complete, timely performance on
3 assigned cases within the standard work week, DPD will take that into consideration in any
4 performance assessments, promotions, or corrective action. If an employee notifies his or her
5 supervisor that he or she has been assigned more case tasks than can in the employee's opinion be
6 completed in a timely manner, the supervisor and employee shall engage in an interactive process to
7 address and remedy workload concerns.

8 **C.** The parties agree, upon the request of either party, to convene a labor-management
9 group to discuss any issues regarding the reasonableness of work assignments for these employees,
10 including whether a numerical case standard is appropriate.

11 **D.** DPD will apply support staff ratios equivalent to the total support staffing level
12 required in the 2011 WSBA Standards for Indigent Defense, unless those standards are modified by
13 the WSBA. This provision shall be applied to support staff ratios in each of DPD's law offices, not
14 attorney by attorney.

15 **Section 24.7. On-Call Legal Service Assignments:** Both DPD and the Union have a shared
16 interest in ensuring that DPD provides high quality and effective on-call legal services without
17 jeopardizing attorneys' representation of their assigned clients. On-call legal services will be
18 assigned pursuant to DPD policy, as amended, to DPD attorneys as part of their regular work
19 assignments. The parties agree that future amendments to the policy that substantially increase the
20 frequency of assignment of on-call work outside of core hours shall be bargained. The County shall
21 have the right, without bargaining, to create dedicated on-call attorney positions.

22 **ARTICLE 25: PROBATIONARY PERIODS**

23 All newly-hired, re-employed, or employees promoted, demoted, or transferred to another
24 position in DPD, excluding career service employees who have been recalled from layoff to the same
25 position they were laid off from, shall be employed in a probationary status for a period of six (6)
26 months. Probation may be extended beyond six (6) months to a maximum of 12 months by mutual
27 agreement of the parties.

28 The employer shall count time spent performing the same job as a temporary employee,

special duty assignment, or in the case of a reclassification to a higher classification, time spent performing the work of the higher classification towards fulfilling the probationary time period. This shall not constitute a waiver of the probation evaluation.

In no event shall an employee become a member of the career service without successfully completing a probation period.

ARTICLE 26: WAGE RATES AND GENERAL WAGE INCREASES

Section 26.1. The 2018 wages for employees in the bargaining unit are set forth in Addendum A of this agreement.

Section 26.2. If during the life of this Agreement, King County and the King County Prosecuting Attorney Association agree to an attorney wage table that increases the salary of Prosecuting Attorneys at King County, Public Defender wages may be reopened.

Section 26.3. Public Defense Attorney 1 step progression

A. Initial Step placement. Employees hired into the Public Defense Attorney 1 classification shall be placed between initial steps 1 through 11 (effective 1/1/19: initial steps 1 through 14) of the Public Defense Attorney 1 wage addendum at the exclusive discretion of management and not subject to grievance.

B. Step Progression. Initial step progression, advancement to and between senior levels and, step progression for employees classified as a Public Defense Attorney 1 shall be as follows:

i. For Initial Steps 1-11. (effective 1/1/19: For Initial Steps 1-14) Each Public Defense Attorney 1 who is currently at initial steps 1-10 (Effective 1/1/19: at initial steps 1-14) of the Public Defense Attorney 1 wage addendum shall advance a single step per year on the most recent anniversary date of their hire to King County or to a public defense agency that contracted for public defense services with King County, whichever occurred first. Employees who are at step 11 (effective 1/1/19: who are at step 14) of the Public Defense Attorney 1 wage addendum shall not advance to a higher rate of pay unless placed into senior level 1 pursuant to the rules set forth below.

ii. For Senior Level 1. Each Public Defense Attorney 1 who is at step 5 or

1 higher of the initial steps may, when a recruitment is being run, apply for placement into senior level
2 1. Selection of candidates for placement into senior level 1 shall be made pursuant to the
3 requirements set forth in section 26.7 of this article.

4 An employee selected for placement into senior level 1 shall be placed at step 12 (effective
5 1/1/19: placed at step 15) of the Public Defense Attorney 1 wage table. Step progression between the
6 salary steps of senior level 1 shall occur on the anniversary of the effective date of the employee's
7 placement into senior level 1. An employee shall not advance more than one salary step at a time.
8 Employees classified as a Public Defense Attorney 1 who are at step 18 (effective 1/1/19: who are at
9 step 23) shall not advance to a higher step unless placed into senior level 2, pursuant to the rules set
10 forth below.

11 **iii. For Senior Level 2.** Each Public Defense Attorney 1 who has been in
12 senior level 1 for approximately one year, when a recruitment is being run, may apply for placement
13 into senior level 2. Selection of candidates for placement into senior level 2 shall be made pursuant
14 to the requirements set forth in section 26.7 of this article.

15 An employee selected for placement into senior level 2 shall be placed at step 19 (effective
16 1/1/19: shall be placed at step 24). Step progression shall occur on the anniversary of the effective
17 date of the employee's placement into senior level 2. An employee shall not advance more than one
18 salary step at a time. The top step of Senior level 2 is step 23 (effective 1/1/19 top step of Senior
19 level 2 is step 28).

20 **C. Use of "Senior" Job Title.** An employee who is placed in a senior level may use
21 the working job title of "Senior" plus the applicable reference number of the senior level the
22 employee is in. For example, a Public Defense Attorney 1 in senior level 2 may use the working job
23 title of "Senior 2."

24 **Section 26.4. Non-Attorney Step Progression.** Employees shall receive within-range
25 increases from step one to the step two upon satisfactory completion of the probationary period,
26 provided the employee was hired at step one. Thereafter, an employee shall receive a step increase
27 annually on the employee's adjusted service date. In no event shall a non-Attorney employee receive
28 pay in excess of step 10 of his or her salary range.

1 **Section 26.5. Step placement upon change of classification/promotion.** An existing
2 employee who receives a promotion or upward change of classification shall be placed on his or her
3 new wage scale pursuant to the rules that are set forth in the Personnel Guideline Manual, as
4 amended. In no case shall a promotion result in a reduction in pay.

5 **Section 26.6. Wage adjustment.** Beginning January 1, 2018, Employees shall receive wage
6 adjustment(s) to their pay scales pursuant to the MLA Article 29, the 2017-2018 Total Compensation
7 Agreement (Document Code 000U0516) and its successor agreement(s).

8 **Section 26.7. Senior Step Progression Selection.**

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

16 DPD expects to place senior level attorneys throughout our practice areas to provide
17 leadership, mentoring, and set practice standards. Senior level assignment is portable (travels with
18 the attorney) and senior attorneys will be transferred and assigned in keeping with their divisions'
19 changing needs and as appropriate to their professional development.

20 **Criteria:** Attorneys selected for placement in senior levels will have demonstrated
21 exemplary skills and reflect the values promoted by the Department of Public Defense. All attorneys
22 selected for senior level placement must meet the minimum requirements outlined below:

23 **A. Client-Centered Representation:** Consistently deals respectfully and
24 thoughtfully with clients, by maintaining strong attorney-client communication, thoroughly
25 identifying the issues and concerns bearing on the client's particular goals for the representation and
26 advancing those goals with skill, creativity, and commitment; demonstrated awareness of and
27 integration of collateral consequences of justice system involvement as they bear on the client's goals
28 for the representation.

1 **B. Work Ethic And Workload Management:** Diligent in and outside the office in
2 preparing for and completing responsibilities; available and willing to assist with coverage as needed;
3 offers to share expertise and experience with colleagues; identifies workload issues timely and
4 advises supervisors; reports time accurately and promptly; closes cases timely; responds promptly to
5 colleagues, court, and opposing counsel; demonstrates initiative.

6 **C. Legal Knowledge:** Identifies legal issues timely and accurately; demonstrates
7 awareness of emerging legal issues and strategies; makes effective and appropriate motions pre- and
8 post-disposition; makes effective use of experts.

9 **D. Trial And Case Preparation Skills:** Deals effectively with opposing experts;
10 effective at identifying, preparing, and presenting witnesses and cross-examining opposing witnesses;
11 effectively directs investigation; makes an effective record for appeal; is prepared and persuasive in
12 oral advocacy; is a creative advocate, developing case-specific strategies as needed to advance the
13 client's goals.

14 **E. Writing Skills:** Produces appropriate and high quality written work, including
15 motions, trial memoranda, pre-sentence reports, proposed findings and conclusions, writs and/or
16 appellate briefing.

17 **F. Professionalism:** Consistently demonstrates courtesy and respect to colleagues
18 and other justice system participants.

19 **G. Mentoring/Leadership:** Actively mentors less experienced attorneys or attorneys
20 new to a practice area; is perceived as a knowledgeable and accessible resource for colleagues; has
21 participated in training presentations; has demonstrated initiative in suggesting improvements in the
22 division, department, or in the justice system.

23 **Promotions Process:** Effective 1/1/19: The promotion process shall be similar to a job
24 recruitment and shall consist of an application, an interview process that may include more than one
25 rounds of interviews, and reference checks. The first round interview panel shall include a minimum
26 of one senior attorney who is a member of the Union. The selection process shall primarily focus on
27 the criteria described above. The decision to run a recruitment, or not, shall not be subject to
28 grievance.

1 The senior level promotion process is intended to recognize those candidates who best
2 demonstrate the qualities valued by DPD. These qualities may change over time due to shifts in DPD
3 practice areas, changes in the skills needed to excel in various practice areas, emerging challenges
4 faced by and needs of the Department, and changes in the justice system landscape. Attorneys
5 promoted to the senior levels are likely to have demonstrated excellence in diverse ways and areas,
6 though all will meet the threshold qualifications specified under “Criteria” above.

7 The number of available senior level positions will vary depending on budget and parity
8 considerations; thus, deserving candidates may not always be selected when they first apply, as the
9 number of appropriate candidates may exceed DPD’s capacity to promote attorneys into senior
10 levels. If management decides to fill an open position, a promotion process will be open to all
11 attorneys at or above Step 5, for senior level one, and to all attorneys already placed in senior levels,
12 for promotion to the next senior level (step progression within a senior level does not require
13 participating in the promotions process). No attorney will be considered for senior level placement or
14 advancement unless he or she requests consideration.

15 The Criteria listed in 26.6 are core competencies that all attorneys seeking consideration for
16 advancement into senior level placement should meet. DPD values all areas of practice, and seeks to
17 advance attorneys working in a broad spectrum of practice areas. To that end, there are no specific
18 criteria outlined to qualify for each senior level. Instead, DPD may consider candidates based on
19 criteria including, but not limited to, years of public defense and related outside practice, efficacy in
20 managing caseloads, depth and breadth of experience in differing areas of practice, case preparation,
21 writing and research skills, negotiation skills, courtroom skills, willingness and ability to mentor and
22 train colleagues, skill in working with particularly vulnerable or challenging clients, exercise of
23 independent judgment and professionalism, ability to work effectively with non-attorney staff,
24 knowledge of varying levels of the criminal justice system and collateral consequences, efficacy of
25 professional relationships in the criminal justice system, special skills and qualifications such as
26 death penalty certification and specialized training to work with specific populations, skills in
27 preparing and arguing writs and appeals, and leadership. DPD intends to recognize both attorneys
28 primarily interested in challenging individual representation assignments as well as those who engage

1 in other types of client advocacy including legislative and policy-related work, in recognition that
2 both types of work advance the rights of our clients. In choosing candidates to advance to senior
3 levels, DPD shall strive to maintain a diversity in areas of practice and means of advocacy in the
4 ranks of senior attorneys.

5 While DPD will be mindful of the need to recognize attorney accomplishment in each DPD
6 division, there will be no per se ratio of senior level assignment to the various divisions. Attorneys
7 practicing in all divisions and who have attained distinction in any DPD practice area are eligible for
8 promotion. It is a goal to have attorneys in senior levels assigned to various DPD practice areas to
9 provide leadership in each area and mentoring to all attorneys.

10 Attorneys not promoted shall be able to meet, upon the attorney's request, with management
11 to learn the reasons they were not promoted. The goal of the review is to provide suggestions for
12 improving the likelihood of promotion in the future. This meeting shall be scheduled within 60 days
13 of the employee's request. The determination to promote or not promote an individual attorney shall
14 not be subject to grievance.

15 In recognition of the untested nature of the senior process, the parties agree to continue
16 discussions about it through the life of this contract.

17 **ARTICLE 27: SENIOR ATTORNEY RESPONSIBILITIES**

18 Senior public defenders are responsible for providing coverage and backfilling as needed for
19 primary and secondary coverage for the on-call attorney function, Saturday court calendars, holiday
20 court calendars, and other responsibilities as determined by the 2018 Additional Duties of Senior
21 Public Defenders LMC which both parties shall participate in.

22 **ARTICLE 28: PROFESSIONAL RESPONSIBILITY**

23 **Section 28.1. Professional Obligations.** The Employer and Union expressly acknowledge
24 and recognize the unique status of attorneys as officers of the court. As such, attorneys shall be and
25 remain members in good standing of the Washington State Bar Association and shall otherwise at all
26 times conduct themselves in conformity with their oath-based obligations and responsibilities.
27 Nothing in this Agreement shall be construed so as to interfere with, inhibit, or otherwise affect the
28 obligations and responsibilities of defenders as lawyers as imposed by the WSBA and Rules of

1 Professional Conduct.

2 It is recognized that all staff members are bound by the attorney-client privilege and by the
3 ethical obligations imposed by the Washington and United States Constitutions and any applicable
4 codes of conduct, including the Rules of Professional Conduct.

5 **Section 28.2. Vertical Representation.** DPD and the Union recognize that clients generally
6 benefit when attorneys represent their clients continuously from the inception of a case to the
7 conclusion. Accordingly, the ordinary practice will be to assign a case to a particular attorney at or
8 near the time a case is filed and for that attorney to represent the client throughout the case until the
9 case is concluded. Cases may also be reassigned from one attorney to another due to rotation or
10 transfer, due to the necessity to equalize case distributions within a given unit, or for other case or
11 client-specific reasons. This section does not prohibit DPD from utilizing occasional coverage
12 provided by other attorneys at the direction of the attorney of record.

13 **ARTICLE 29: ACCESS TO LEGAL RESEARCH MATERIALS.**

14 The County shall provide employee access to legal research materials that are comparable to
15 the legal research materials to which the employees of the King County Prosecuting Attorney's
16 Office have access. Access to law enforcement databases shall be subject to the applicable rules
17 regulating access to such databases. Concerns regarding this article and access to legal research
18 materials may be raised to the joint Labor-Management Committee for discussion.

19 **ARTICLE 30: MALPRACTICE INSURANCE, DUTY TO DEFEND, AND**
20 **INDEMNIFICATION**

21 The County shall indemnify and defend DPD employees as provided in King County Code
22 section 2.21.

23 The County shall indemnify and defend former DPD employees against claims made for acts,
24 errors, or omissions alleged to have occurred within the scope of their official duties during their
25 employment by DPD. The County shall do so to the same extent and under the same conditions
26 specified in King County Code Section 2.21.

1 **ARTICLE 31: COUNTY TO INSURE AND DEFEND IN CONTEMPT AND**
2 **DISCIPLINARY PROCEEDINGS**

3 During the term of this Agreement, the County will provide a legal defense in contempt
4 proceedings initiated against an attorney during their employment at DPD. Contempt proceedings
5 must arise or result from any act, error, or omission in professional services rendered or which should
6 have been rendered in the attorney's professional capacity as a lawyer while providing legal services
7 as a DPD employee. Contempt proceedings shall include criminal or civil proceedings and shall
8 include any summary determinations by a court of competent jurisdiction that the attorney has
9 committed contempt.

10 Consistent with King County Code 2.21.090(F.1) and (F.2), the County will provide legal
11 representation and indemnification for bar association disciplinary proceedings brought against an
12 attorney during the period of this Agreement. During the term of this agreement, the definition of
13 "alleged violations of civil or criminal law" contained in KCC 2.21.090(F) shall also include criminal
14 or civil contempt proceedings or summary determinations by a court of competent jurisdiction that a
15 member(s) of the bargaining unit has committed contempt.

16 **ARTICLE 32: LABOR-MANAGEMENT**

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

22 The Parties agree that the LMC, or a subset thereof, shall be convened to examine the work
23 performed by paralegals, the needs of DPD for paralegal work, and potential options for career
24 progression and advancement of paralegals.

25 Each LMC meeting shall include a report out of the number, frequency, type, duration,
26 staffing, and other pertinent information as agreed by the parties, regarding service provided by on-
27 call attorneys. The reporting tool, and any modifications to it, shall be promptly shared with the
28 Union.

1 The parties shall also convene an LMC in 2018 to discuss any additional duties expected of senior
2 attorneys and the appropriate title for attorneys between steps 12 – 14.

3 **ARTICLE 33: SAVINGS CLAUSE**

4 Pursuant to MLA Article 30.
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1 **ARTICLE 34: DURATION**

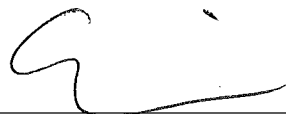
2 Pursuant to MLA Article 31.

3
4 APPROVED this 15 day of MARCH, 2018.


5
6 By: 
7
8 King County Executive

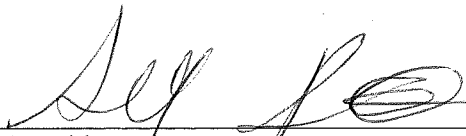
9
10 Service Employees International Union, Local 925:


11 
12 Michael Laslett
13 Strategic Campaigns Director


Edward Washington
Organizer/Representative


14
15 SEIU Bargaining Team Members:


16 
17 Abbey McMahon


Arnold Prado

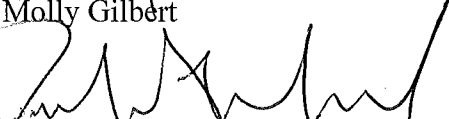
18 
19 Colleen O'Connor

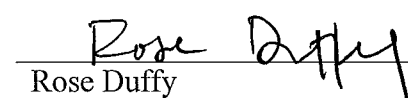

Erika Villa


20 
21 Lori Levinson

 by Ed Washington
Molly Gilbert

22 
23 Monyca White


Reid Burkland

24 
25 Rose Duffy


Zac Franz

cba Code: 462

ADDENDUM A
Service Employees International Union, Local 925
Department of Public Defense
Wage Addendum
Staff
Effective 1/1/2018

Union Code: A8

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2110200	211205	Accountant	52
1020100	109402	Administrative Assistant I	48
4200100	421116	Administrative Office Assistant	29
4201100	421223	Administrative Specialist I	33
4201200	421330	Administrative Specialist II	37
4201300	421422	Administrative Specialist III	41
2810000	281113	Administrative Staff Assistant	48
2131300	214314	Business and Finance Officer III	62
4101200	411217	Fiscal Specialist II	38
4101300	411309	Fiscal Specialist III	42
7304300	733504	Functional Analyst III	62
4203100	423104	Legal Administrative Specialist I	34
4203200	423204	Legal Administrative Specialist II	38
4203300	423304	Legal Administrative Specialist III	44
2441100	243116	Project/Program Manager I	53
2441200	243223	Project/Program Manager II	58
2441300	243322	Project/Program Manager III	63
2441400	243414	Project/Program Manager IV	68
6200200	621202	Public Defense Coordinator	50
6200100	621102	Public Defense Interviewer	44
5162100	518101	Public Defense Investigator	54*
3119050	313001	Public Defense Mitigation Specialist I	56
3119100	313101	Public Defense Mitigation Specialist II	60
6130100	635101	Public Defense Paralegal	49
4220200	426208	SEP Associate II	30
4410100	422402	Word Processing Operator	42

These job classes are paid on the King County "Squared" Pay Schedule.

*Increase to range 56 effective 1/1/2019

cba Code: 462

ADDENDUM A
Service Employees International Union, Local 925
Department of Public Defense
Wage Addendum
Public Defense Attorney

Union Code: A8

2018 Public Defense Attorney Salary Grid**2018 COLA = 3.25%**

Classification Title

PeopleSoft Job Code	Job Class Code
5160100	516101

Public Defense Attorney 1

Initial Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual:	\$ 66,069	\$ 69,973	\$ 80,815	\$ 92,525	\$ 99,610	\$ 102,211	\$ 104,814	\$ 107,127	\$ 110,019	\$ 113,054	\$ 115,946
Hourly:	\$31.7640	\$33.6408	\$38.8535	\$44.4831	\$47.8893	\$49.1400	\$50.3914	\$51.5031	\$52.8935	\$54.3527	\$55.7431

Senior Level 1	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Annual:	\$ 118,845	\$ 120,331	\$ 121,834	\$ 123,356	\$ 124,899	\$ 126,461	\$ 128,041
Hourly:	\$57.1368	\$57.8515	\$58.5742	\$59.3059	\$60.0477	\$60.7984	\$61.5580

Senior Level 2	Step 19	Step 20	Step 21	Step 22	Step 23
Annual:	\$ 129,640	\$ 131,261	\$ 132,902	\$ 134,563	\$ 136,246
Hourly:	\$62.3271	\$63.1064	\$63.8953	\$64.6936	\$65.5029

Senior Level 3	Step 24	Step 25	Step 26	Step 27	Step 28
Annual:	\$ 137,949	\$ 139,674	\$ 141,419	\$ 143,188	\$ 144,977
Hourly:	\$66.3218	\$67.1508	\$67.9901	\$68.8402	\$69.7006

Senior Level 4	Step 29	Step 30	Step 31	Step 32	Step 33
Annual:	\$ 146,790	\$ 148,625	\$ 150,482	\$ 152,362	\$ 154,267
Hourly:	\$70.5719	\$71.4541	\$72.3472	\$73.2512	\$74.1667

Senior Level 5	Step 34	Step 35	Step 36	Step 37	Step 38
Annual:	\$ 161,981	\$ 164,005	\$ 166,056	\$ 168,132	\$ 170,233
Hourly:	\$77.8753	\$78.8488	\$79.8345	\$80.8325	\$81.8427

Memorandum of Agreement
By and Between
King County
And
Service Employees International Union, Local 925
Department of Public Defense

Subject: Original Office of Public Defense Employees

Background:

1. The decision to bring public defender legal services in-house at King County resulted in the creation of the Department of Public Defense (DPD), which replaced the former Office of Public Defense (OPD), which was an office in the Department of Community and Health Services.
2. The OPD's primary mission was the administration of the public defense contracts with various non-profit entities, screening of applicants for appointment of a public defender attorney, and approval and invoice payment(s) for expert services necessary for public defense. Less than 20 King County employees performed this work in the OPD.
3. In July 2013, DPD brought in the attorneys and staff from the various non-profit public defense organizations increasing the staff count by several hundred employees.
4. These additional employees were not immediately placed in jobs in the King County classification system or placed on the King County squared table for wages, pending contract negotiations.
5. During contract negotiations, the original OPD employees that are members of SEIU, Local 925's bargaining unit in DPD have not received step increases, the 2014 COLA increase, and possible merit pay eligibility.
6. Upon conclusion of bargaining, the parties wish to provide the wages that the original OPD employees would have earned and to grandfather their prior eligibility for merit pay, if earned prior to the creation of DPD.
7. This agreement is subject to adoption by the King County Council.

Agreement:

1. This MOA shall only apply to the following employees who were employed by OPD and on the implementation date of this MOA are employed by DPD and are members of the bargaining unit.

Louisa Agemotu	Nelda Medina
Katrina Brown	Luvetra Miles
Gloria Cantu-Bash	Linda Moland
Marcella Clement	Kim Romero
Tracy Doherty	Atef Sarhan
Mary Fisher	Rosemarie Tugublimas
Rose Hernandez	Tammi Weigel
Shirley Johnson	

2. The above employees shall receive a COLA for 2014 wages of 1.67 percent.
3. The above employees shall receive all step increases that they would have received pursuant to the Personnel Guidelines and Performance Appraisal and Merit Pay System Manual December 31, 2014, including merit over the top pay, if they qualified pursuant to the Personnel Guidelines and Performance Appraisal and Merit Pay System Manual. Any step increases between January 1, 2015, and the implementation date of this agreement shall be pursuant to the procedure outlined in the Collective Bargaining Agreement between the parties.
4. Any of the above employees that are, on the effective date of this agreement, receiving merit over the top pay, or become eligible for merit over the top pay pursuant to number 3 above, shall continue to be eligible to earn merit over the top pay pursuant to the Personnel Guidelines and Performance Appraisal and Merit Pay System Manual, as amended. Such eligibility shall continue until such time as the employee changes his or her permanent position or job classification (excluding an involuntary reclassification of the employee's job that results in the same pay range) or the employee loses merit over the top pay pursuant to the criteria in Personnel Guidelines and or the Performance Appraisal and Merit Pay System Manual, as amended.
5. This MOA shall not grant any of the above named employees that are not earning merit over the top pay on the effective date of this MOA, or pursuant to number 3 above, eligibility for merit over the top pay.
6. This agreement shall not be effective until adopted by ordinance of the Metropolitan King County Council.

For Service Employees International Union, Local 925:

Ida Kovacic
Ida Kovacic
Organizer/Representative

11/5/15
Date

For King County:

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

11/12/15
Date

Memorandum of Agreement
By and Between
King County,
Service Employees International Union, Local 925
Department of Public Defense

Subject: Grandfathering of Existing Public Defender Senior 4s

Background:

1. King County (County) and the Service Employees International Union, Local 925 (Union) are parties to a collective bargaining agreement (CBA) covering January 1, 2015 – December 31, 2017 and have successfully negotiated a successor CBA for the period of January 1, 2018 to December 31, 2020.
2. During negotiations for a successor CBA, the parties agreed to the elimination of senior levels 4 and 5.
3. There are presently four members of the bargaining unit at senior level 4 and zero members of the bargaining unit at senior level 5.
4. The parties wish to make provisions regarding the ongoing pay and future adjustments to the pay of those bargaining unit members.

Agreement:

1. This agreement shall apply only to the following employees:

EPPLER, GEORGE	Association of Counsel for the Accused Division
ADAIR, MARK	The Defender Association Division
DUBOW, JESSE	NW Defenders Division
O'CONNOR, COLLEEN	Society of Counsel Representing the Accused Division

2. The step placement as of December 31, 2018, for each of these employees shall be frozen and shall not increase.

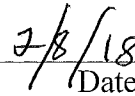
3. The salary of these employees shall increase pursuant to negotiated general wage increases such as the Master Labor Agreement and coalition premiums while this agreement is in effect.

4. An employee's promotion, demotion, voluntary change in classification, or separation of employment shall end this agreement in respect to that employee.

For Service Employees International Union, Local 925:



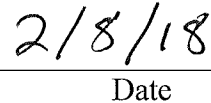
Michael Laslett
Strategic Campaigns Director


Date

For King County:



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


Date

cba Code: 462

Attachment to MOA
Regarding: Grandfathering of Existing Public Defender Senior 4s
SEIU, Local 925
Public Defense Attorney I
Senior Level 4

Union Code: A8

2018 Senior Level 4

2018 COLA = 3.25%

Classification Title

Public Defense Attorney 1

PeopleSoft Job Code	Job Class Code
5160100	516101

Senior Level 4

	Step 29	Step 30	Step 31	Step 32	Step 33
Annual:	\$ 146,790	\$ 148,625	\$ 150,482	\$ 152,362	\$ 154,267
Hourly:	\$70.5719	\$71.4541	\$72.3472	\$73.2512	\$74.1667