



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**January 26, 2016**

**Ordinance 18224**

**Proposed No. 2016-0002.1**

**Sponsors Lambert and Dembowski**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Public Defense Management Guild  
4 (Department of Public Defense - Supervisors and  
5 Managers) representing employees in the department of  
6 public defense; and establishing the effective date of said  
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and Public Defense Management Guild (Department of Public Defense -  
11 Supervisors and Managers) representing employees in the department of public defense,  
12 which is Attachment A to this ordinance, is hereby approved and adopted by this  
13 reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15 January 1, 2015, through and including December 31, 2017.

16

Ordinance 18224 was introduced on 1/11/2016 and passed by the Metropolitan King  
County Council on 1/25/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci

No: 0

Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 4 day of February, 2016.

Dow Constantine, County Executive

RECEIVED  
2016 FEB -4 PM 4:07  
CLERK  
KING COUNTY COUNCIL

**Attachments:** A. Agreement between King County and The Public Defense Management Guild  
Department of Public Defense

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**AGREEMENT BETWEEN  
KING COUNTY  
AND  
THE PUBLIC DEFENSE MANAGEMENT GUILD  
Department of Public Defense  
January 1, 2015 – December 31, 2017**

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MEMORANDA OF AGREEMENTS:

- STEP PLACEMENT FOR ALL NEWLY CLASSIFIED EMPLOYEES IN THE PUBLIC DEFENSE MANAGEMENT GUILD
- INITIAL SUPERVISOR PLACEMENT

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**THE PUBLIC DEFENSE MANAGEMENT GUILD**  
**Department of Public Defense**  
**January 1, 2015 – December 31, 2017**

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

**ARTICLE 1: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

**1.3. Religious Tenets or Beliefs.** Nothing contained in this Article shall require an employee to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations. Such employee

1 shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious  
 2 charitable organization mutually agreed upon by the employee and the Union to which such employee  
 3 would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such  
 4 payment has been made.

5 **1.4. Dues Deduction.** Upon receipt of written authorization individually signed by a  
 6 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
 7 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the  
 8 same to the Union. The Union will indemnify, defend and hold the County harmless against any  
 9 claims made and against any suit instituted against the County on account of any check-off of dues for  
 10 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of  
 11 the check-off provision upon presentation of proper evidence thereof.

12 **1.5. Membership Application.** The County will require all new employees hired into a  
 13 position included in the bargaining unit to sign a form (in triplicate) which will inform them of the  
 14 Union's exclusive recognition. One copy of the form will be retained by the County, one by the  
 15 employee and the original sent to the Union. The County will notify the Union of any employee  
 16 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

17 **1.6. COPE Payroll Deduction.** The County shall, upon receipt of a written authorization  
 18 form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the  
 19 amount of contribution the employee voluntarily chooses for deduction for political purposes and  
 20 shall transmit the same to the Union.

21 **ARTICLE 2: RIGHTS OF MANAGEMENT**

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

25 The County shall have the right to demote, discipline and discharge employees; and the right  
 26 to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the  
 27 control of the County. The County shall further have the right to recruit, examine, test, select, hire,  
 28 appoint, promote, transfer, and train employees; place employees on wage steps; determine work

1 locations and assign employees to those locations; appraise employee performance; contract out  
2 work; develop and modify classification specifications, allocate positions to those classifications,  
3 allocate employees to those positions; determine work schedules, assign employees to those  
4 schedules, schedule overtime work; determine the methods and processes by which work is  
5 performed and direct and assign work; establish rules, procedures and processes; determine the  
6 budget; and the right to take whatever actions are necessary in emergencies as determined by the  
7 County.

### 8 **ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY**

9       The County or the Guild shall not unlawfully discriminate against any individual with respect  
10 to compensation, terms, conditions, or privileges of employment on the basis of union affiliation,  
11 race, color, religion, religious affiliation, creed, national origin, ancestry, sex, sexual orientation,  
12 gender identity or expression, age (except by minimum age and retirement provisions), marital status,  
13 honorably discharged veteran or military status, or the presence of a sensory, mental or physical  
14 disability. Allegations of violations of this Article may be submitted only through Step 4 of the  
15 grievance procedure set forth in Article 19 of this Agreement and may not be pursued to arbitration.

### 16 **ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION**

17       **4.1. Public Interest.** The County and the Union agree that the public interest requires  
18 efficient and uninterrupted performance of all County services and to this end pledge their best efforts  
19 to avoid or eliminate any conduct contrary to this objective.

20       **4.2. No Lock Out.** The County agrees not to lock out employees covered under this  
21 Agreement.

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

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

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

8           i. Discharge.

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

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

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

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

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

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

22 **ARTICLE 6: SUPERVISOR RATIO**

23           The parties agree that national, state, and local public defense associations have identified an  
24 attorney supervision ration of ten attorneys to one supervising attorney as a best practice and the  
25 American Bar Association has identified attorney supervision as one of the ten principles of a public  
26 defense delivery system. The supervision of 10 attorneys is a full time assignment normally  
27 precluding substantial additional responsibilities. An attorney supervisor who supervises fewer than  
28 10 attorneys may have other responsibilities prorated in conformance with this ratio.

1 Other than occasional case assignments, coverage responsibilities, and co-counseling as part  
2 of supervisory responsibilities, regular case assignments to a supervisor shall be limited by the  
3 number of attorneys supervised. Each attorney supervised shall be equivalent to 10% of the caseload  
4 limits established by the CrR 3.1, CrRLJ 3.1 and JuCR 9.2.

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

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

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

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

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1 **ARTICLE 7: HOLIDAYS**

2           **7.1. Regular Paid Holidays.** Employees shall be eligible for paid holidays consistent with  
3 King County Code section 3.12.230, as amended. This benefit shall be administered in a manner  
4 consistent with the King County Personnel Guidelines, as amended. For illustrative purposes, County  
5 currently grants the following holidays

6	New Year’s Day	January 1st
7	Martin Luther King, Jr.’s Birthday	Third Monday in January
8	Presidents Day	Third Monday in February
9	Memorial Day	Last Monday in May
10	Independence Day	July 4th
11	Labor Day	First Monday in September
12	Veterans Day	November 11th
	Thanksgiving Day	Fourth Thursday in November
	Day after Thanksgiving	
	Christmas Day	December 25th

13 and any day designated by public proclamation of the chief executive of the State of Washington as a  
14 legal holiday, as approved by Council.

15           **7.2. Personal Holidays.** Employees shall be eligible for personal holidays consistent with  
16 King County Code section 3.12.230, as amended. This benefit shall be administered in a manner  
17 consistent with the King County Personnel Guidelines, as amended. For illustrative purposes, County  
18 currently grants the following personal holidays: Employees eligible for leave benefits shall be  
19 granted two personal holidays to be administered through the vacation plan; provided, that the hours  
20 granted to employees working less than a full-time schedule shall be prorated to reflect their normally  
21 scheduled work day. One personal holiday shall be added to the vacation leave bank in the pay-  
22 period that includes the first day of October and one personal holiday will be added in the pay-period  
23 that includes the first day of November of each year.

24 **ARTICLE 8: EXECUTIVE LEAVE**

25           Employees may be granted Executive Leave pursuant to the King County Code, Policy, and  
26 the Personnel Guidelines, as amended. The total number of days of Executive Leave cannot exceed  
27 ten (10) days in the calendar year.  
28

1 **ARTICLE 9: VACATIONS**

2       **Section 9.1.** Employees shall accrue vacation leave based on the following schedule  
 3 consistent with King County Code section 3.12.190, as amended. This benefit shall be administered  
 4 in a manner consistent with the King County Personnel Guidelines, as amended except as provided  
 5 below.

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

8                                   **Public Defense Attorney - Supervisors**

9

10 <b>Beginning With Year</b>	<b>Ending With Year</b>	<b>Months of Service</b>	<b>Vacation Accrual Rate</b>	<b>Approximate Days Accrued Per Year (based on 2080 hours)</b>
11 0	2	000 thru 024	0.0462 X Basis Hours	12
12 3	3	025 thru 036	0.0500 X Basis Hours	13
13 4	5	037 thru 60	0.0577 X Basis Hours	15
14 6	6	61 thru 72	0.0615 X Basis Hours	16
15 7	8	73 thru 96	0.0654 X Basis Hours	17
16 9	10	97 thru 120	0.0693 X Basis Hours	18
17 11	12	121 thru 144	0.0731 X Basis Hours	19
18 13	16	145 thru 192	0.0769 X Basis Hours	20
19 17	17	193 thru 204	0.0808 X Basis Hours	21
20 18	18	205 thru 216	0.0847 X Basis Hours	22
21 19	19	217 thru 228	0.0885 X Basis Hours	23
22 20	20	229 thru 240	0.0924 X Basis Hours	24
23 21	21	241 thru 252	0.0962 X Basis Hours	25
24 22	22	253 thru 264	0.1001 X Basis Hours	26
25 23	23	265 thru 276	0.1039 X Basis Hours	27
26 24	24	277 thru 288	0.1077 X Basis Hours	28
27 25	25	289 thru 300	0.1116 X Basis Hours	29
28 26	99	301 and up	0.1154 X Basis Hours	30

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

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

Employees eligible for vacation leave may accrue up to 480 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 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the county.

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

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

4 **Section 9.3. Vacation Donation.** Vacation time may voluntarily be donated to fellow King  
 5 County employees in need, pursuant to King County Code 3.12.223, as amended.

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

10 **Section 9.5. Vacation Payout.** Employees shall be paid for accrued vacation leave to their  
 11 date of separation up to the maximum accrual amount if they have successfully completed their first  
 12 six (6) months of County service in a paid leave eligible position up to 480 hours maximum.  
 13 Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon  
 14 the date of leaving County employment less mandatory withholdings. If an employee leaves prior to  
 15 successful completion of the six months of County service, he or she shall forfeit and not be paid for  
 16 accrued vacation leave.

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

21 **ARTICLE 10: PAID SICK LEAVE**

22 Employees shall be eligible for paid sick leave consistent with King County Code section  
 23 3.12.220, as amended. This benefit shall be administered in a manner consistent with the King  
 24 County Personnel Guidelines, as amended. For illustrative purposes, County currently grants paid  
 25 sick leave as follows:

26 The hourly accrual rates are for informational purposes only, and shall not be construed to  
 27 mean that bargaining unit employees are compensated on an hourly basis. Benefit eligible employees  
 28 shall accrue sick leave benefits at the rate equal of .04616 hours for each hour on regular pay status

1 exclusive of overtime up to a maximum of 96 hours per year. Employees shall accrue sick leave from  
 2 their date of hire in a leave eligible position. Employees may not use sick leave that is not previously  
 3 earned.

4 Pursuant to the Dolan Settlement, carried over sick leave shall not be eligible for the 35% cash  
 5 out available to King County employees when Transferred Class Members separate or retire from  
 6 King County or die. Carried over sick leave shall not be eligible to be donated to other King County  
 7 employees.

8 **10.1. Pay upon Separation:** A paid leave eligible employee who has successfully completed at  
 9 least five (5) years of County service and who retires as a result of length of service or who separates by  
 10 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount  
 11 equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the  
 12 employee's rate of pay in effect upon the date of leaving County employment, less mandatory  
 13 withholdings.

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

## 18 **ARTICLE 11: MISCELLANEOUS LEAVES**

19 Unless otherwise stated in this Agreement, other forms of paid leave shall be granted and  
 20 administered per the terms of King County Code section 3.12, *et. seq.*, and the King County  
 21 Personnel Guidelines, both as amended. For illustrative purposes, these types of leave include, but  
 22 are not limited to, military leave, jury duty leave, and organ donor leave.

23 Employees shall be eligible for unpaid leaves of absence consistent with the King County  
 24 Code, section 3.12, *et. seq.*, as amended. Unpaid leaves of absence shall be administered in a manner  
 25 consistent with the King County Personnel Guidelines, as amended.

26 **11.1. Bereavement Leave.** Employees eligible for paid leave benefits shall be entitled to  
 27 three (3) working days of bereavement leave per occurrence of any death of members of their  
 28 immediate family, as defined in the King County Code for bereavement leave, as amended. Eligible

1 employees who have exhausted their bereavement leave, shall be entitled to use accrued sick leave in  
 2 the amount of three (3) days for each instance when death occurs to any member of the employee's  
 3 immediate family.

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

5 Employees shall receive medical, dental, and vision benefits pursuant to the agreement  
 6 reached by the Joint Labor Management Insurance Committee. The Union and the County agree to  
 7 incorporate changes to employee insurance benefits which the County may implement as a result of  
 8 the agreement of the Joint Labor Management Insurance Committee.

9 **ARTICLE 13: WAGE RATES AND COLAS**

10 **Section 13.1.** Wage rates under this Agreement shall be retroactive to January 1, 2015. The  
 11 2015 wages for employees in the bargaining unit are set forth in Addendum A of this agreement.

12 **Section 13.2. Public Defense Attorney - Supervisor step progression**

13 **A. Supervisor levels.** There will be 3 supervisor levels: steps 1-12 will comprise the  
 14 first level, steps 13-22 will comprise the second level and steps 23-27 will comprise the third level.

15 **B. Step Progression.** Step progression and advancement to higher supervisor levels  
 16 shall be as follows:

17 **i. Initial step placement:** an attorney who is promoted to supervisor, who has  
 18 not yet reached a senior level, shall be placed in step one of supervisor level one. All supervisors  
 19 shall advance a single step per year on the most recent anniversary date of the employee's promotion  
 20 to supervisor.

21 **ii. Supervisor Level Advancement:** A Supervisor who has been in his or her  
 22 position for at least one year may apply for placement to the next higher level of supervisor when a  
 23 recruitment is being run. Selection of candidates for placement into a higher level shall be made  
 24 pursuant to the requirements set forth in section 13.6 of this article.

25 An employee selected for placement into a higher level shall be placed at the lowest step of  
 26 the supervisor level he or she is moving into. Step progression between the salary steps of a  
 27 supervisor level shall occur on the anniversary of the effective date of the employee's placement into  
 28 said supervisor level. An employee shall not advance more than one salary step at a time. Employees

1 classified as Public Defense Attorney - Supervisors who are at the highest available step of a  
2 supervisor level shall not advance to a higher step unless placed into a higher supervisor level, if one  
3 is available.

4 **Section 13.3. Non-Attorney Step Progression**

5 Employees may receive within-range increases from one step to the next higher step upon  
6 satisfactory completion of the probationary period, provided the employee was hired at step one.

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

10 **Section 13.4. Step placement upon change of classification/promotion**

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

14 **Section 13.5. Cost-of-living adjustments (COLA)**

15 Beginning January 1, 2015, Employees shall receive annual cost of living adjustments to their  
16 pay scales according to the Memorandum of Agreement by and between King County and Various  
17 Unions, including the Public Defense Management Guild, addressing "Total Compensation"  
18 Coalition Bargaining; 2015-2016 Budget; and Cost-of-living Wage Adjustments for King County  
19 Coalition of Labor Unions Bargaining Unit Members 2015-2016."

20 A. Effective January 1, 2015, Employees shall be eligible to receive an increase of  
21 two percent (2%). This increase is included in the wage scale addendum.

22 B. Effective January 1, 2016, Employees shall be eligible to receive an increase of  
23 two and one quarter percent (2.25%)

24 **Section 13.6. Public Defense Attorney - Supervisor Promotion Selection Process**

25 **Statement of Principle:** The Department of Public Defense (DPD) will utilize supervisor  
26 levels to recruit, recognize, and retain talented, accomplished supervisors who are leaders in our  
27 practice and who might otherwise eventually leave the Department for federal or private practice or  
28 other more highly-compensated positions. This is to provide appropriate recognition and

1 compensation for the valuable public service of providing defense with distinction over time, to  
2 ensure that public defenders can achieve comparable compensation levels to the King County  
3 Prosecutor's Office, and to ensure that DPD is competitive nationally in recruiting and retaining the  
4 strongest attorneys.

5       DPD expects to place supervisors throughout our practice areas to provide leadership,  
6 mentoring, and set practice standards. Supervisors will be transferred and assigned in keeping with  
7 their divisions' changing needs and as appropriate to their professional development.

8       **Criteria:** Attorneys selected for placement in higher supervisory levels will have  
9 demonstrated exemplary skills and reflect the values promoted by the Department of Public Defense.  
10 All supervisors selected for higher level placement must meet the minimum requirements outlined  
11 below:

12       **SUPPORT FOR CLIENT-CENTERED REPRESENTATION:** Consistently deals  
13 respectfully and thoughtfully with clients and supports that in discussions with attorney, encourages  
14 maintaining strong attorney-client communication, and promptly, thoroughly and respectfully  
15 investigates and responds to client complaints or inquiries.

16       **WORK ETHIC AND WORKLOAD MANAGEMENT:** Diligent in and outside the office in  
17 preparing for and completing responsibilities; available and willing to assist with coverage as needed;  
18 offers to share expertise and experience with colleagues; identifies workload issues timely and  
19 advises managers; reports time accurately and promptly; closes cases timely; responds promptly to  
20 colleagues, court, and opposing counsel; demonstrates initiative.

21       **LEGAL KNOWLEDGE:** assists attorneys in identifying legal issues timely and accurately;  
22 demonstrates awareness of emerging legal issues and strategies; reviews written materials of attorneys  
23 and makes appropriate suggestions.

24       **TRIAL AND CASE PREPARATION SKILLS:** assists attorneys in trial and case preparation,  
25 including, but not limited to advising on developing strategy, working with and responding to  
26 opposing counsel, determining approach for investigation of case, examination of witnesses, motions  
27 to pursue and identifying and working with experts,

28       **WRITING SKILLS:** Produces appropriate and high quality written work, including

1 evaluations and, if applicable, motions, trial memoranda, pre-sentence reports, proposed findings and  
2 conclusions, writs and/or appellate briefing.

3       **PROFESSIONALISM:** Consistently demonstrates courtesy and respect to colleagues and  
4 other justice system participants.

5       **MENTORING/LEADERSHIP:** Actively mentors less experienced attorneys or attorneys new  
6 to a practice area; is perceived as a knowledgeable and accessible resource for colleagues; has  
7 participated in training presentations; has demonstrated initiative in suggesting improvements in the  
8 division, department, or in the justice system.

9       **SUPERVISION SKILLS:** Proactively reviews all aspects of attorney performance, completes  
10 high quality evaluations of supervised lawyers/employees where applicable, encourages and supports  
11 a high level of performance, initiates improvement plans or discipline effectively and fairly where  
12 appropriate.

13       **REPRESENTS PUBLIC DEFENSE:** Where appropriate, is a strong and respected  
14 representative of the interests of public defense clients, staff and the Department in interagency  
15 meetings and other fora.

16       **Promotions Process:** The supervisor level selection process is intended to recommend to the  
17 Public Defender those candidates who best demonstrate the qualities valued by DPD. These qualities  
18 may change over time due to shifts in DPD practice areas, changes in the skills needed to excel in  
19 various practice areas, emerging challenges faced by and needs of the Department, and changes in the  
20 justice system landscape. Supervisors selected to the supervisor levels are likely to have  
21 demonstrated excellence in diverse ways and areas, though all will meet the threshold qualifications  
22 specified under “Criteria” above.

23       The number of available supervisor level positions will vary depending on budget and case  
24 load considerations; thus, deserving candidates may not always be selected when they first apply, as  
25 the number of appropriate candidates may exceed DPD’s capacity to promote supervisors into the  
26 higher levels. If there are open position(s), an annual promotion process will be open to all  
27 supervisors who have been in the position more than one year. No supervisor will be considered for  
28 supervisor level placement or advancement unless he or she requests consideration.

1           Annually, the Public Defender will appoint members of a Promotions Committee from the  
2 senior level management ranks, such as the deputy director, the training director, chief of staff, the  
3 managers of each practice area, the division managing attorneys, and other similar level positions if  
4 appropriate in the discretion of the Public Defender. The Committee will be chaired by the Public  
5 Defender or designee. The Committee will call for applications from attorneys eligible for promotion  
6 and will provide at least 60 days for submission of applications. The application will include a  
7 statement of interest in which the applicant identifies reasons she or he should be recognized with  
8 supervisor level promotion, a writing sample, the type of advocacy work the applicant has engaged in  
9 meriting consideration for promotion, if applicable, a description of the work and accomplishments as  
10 a supervisor that the applicant believes demonstrates his or her exceptional skills, and other  
11 information specified in the application form, including disclosure of any bar or court sanctions or  
12 disciplinary action. The applicant may attach any supplementary materials he or she would like the  
13 Committee to review.

14           The Criteria listed in 13.6 are core competencies that all supervisors seeking consideration for  
15 advancement into supervisor level placement should meet. DPD values all areas of practice, and  
16 seeks to advance supervisors working in a broad spectrum of practice areas. To that end, there are no  
17 specific criteria outlined to qualify for each supervisor level. Instead, DPD will consider candidates  
18 based on criteria including, but not limited to, years of public defense and related outside practice,  
19 efficacy in managing caseloads of the attorneys, skill in managing attorneys and non-attorney staff,  
20 ability and availability to assist those supervised by providing substantive direction and feedback,  
21 communication skills with opposing counsel, staff and court system, and clients, willingness to  
22 address difficult issues effectively, depth and breadth of experience in differing areas of practice,  
23 writing skills, willingness and ability to mentor and train colleagues, exercise of independent  
24 judgment and professionalism, ability to work effectively with non-attorney staff, knowledge of  
25 varying levels of the criminal justice system and collateral consequences, efficacy of professional  
26 relationships in the criminal justice system, special skills and qualifications such as death penalty  
27 certification and specialized training to work with specific populations, skills in preparing and  
28 arguing writs and appeals, and leadership. DPD intends to recognize both attorneys primarily

1 interested in individual representation challenging individual representation assignments as well as  
2 those who engage in other types of advocacy including legislative and policy-related work, in  
3 recognition that both types of work advance the rights of our clients. In choosing candidates to  
4 advance to supervisor levels, the Promotions Committee shall strive to maintain a diversity in areas of  
5 practice and means of advocacy in the ranks of public defender supervisor. After the application  
6 deadline, the Promotions Committee will meet and assign follow-up review responsibilities to  
7 Committee members. Each applicant will be reviewed by one manager from her or his division and  
8 one manager from outside her or his division (the review team). Review will include but is not  
9 limited to: interviewing the applicant's current and former supervisor(s) if available, interviewing  
10 attorney and non-attorney staff supervised by the applicant, colleagues and others well-situated to  
11 know the applicant's performance; review of the applicant's personnel file by the manager in her or  
12 his division, and summary of that review for the other manager involved in assessing the applicant;  
13 and review of any other materials or references identified by the applicant. The applicant can identify  
14 up to 3 people that a committee member or members must offer to meet with in person to discuss the  
15 applicant. At least two committee members shall conduct or participate in the interviews.

16 The Committee Chair will circulate a list of all applicants for advancement to all DPD  
17 employees, inviting comment on the qualifications of any applicant by a specified date.

18 The review team will make a confidential written report assessing the qualifications of the  
19 applicant for supervisor level placement. The reports will be presented to the full Committee and  
20 discussed in a meeting attended by all Committee members. After review of the reports, any  
21 comment from DPD employees, and Committee discussion, the Committee will submit a confidential  
22 memo to the Public Defender identifying supervisors appropriate for promotion to a higher  
23 supervisory level, and listing the qualified applicants in the order of priority for promotion. In  
24 making this determination the committee should also consider placement of public defense  
25 supervisors recruited from outside DPD.

26 While the Committee will be mindful of the need to recognize supervisor accomplishment in  
27 each DPD division, there will be no per se ratio of supervisor level assignment to the various  
28 divisions. Supervisors working in all divisions and who have attained distinction in any DPD

1 practice area are eligible for promotion. It is a goal to have attorneys in supervisor levels assigned to  
2 various DPD practice areas to provide leadership in each area and mentoring to all attorneys.  
3 Supervisors not selected to advance to a higher level shall be able to meet, upon the supervisor's  
4 request, with a member of the Promotions Committee to learn the reasons he or she were not  
5 advanced, which could be that he or she were deemed qualified but there were not sufficient places  
6 available to allow his or her selection that year, or that he or she were not deemed qualified. The goal  
7 of the review is to provide suggestions for improving the likelihood of selection in the future. This  
8 meeting shall be scheduled within 60 days of the employee's request. The determination to promote  
9 or not promote an individual attorney shall not be subject to grievance.

10 If a supervisor who is qualified for promotion but is not promoted due to lack of available  
11 positions chooses to apply for an opening the following year he or she may elect to rely on the prior  
12 year's assessment.

13 In recognition of the untested nature of this process, the parties agree to continue discussions  
14 about it through the life of this contract. This article may be reopened at the request of either party.  
15 In the event that changes are not agreed to by both parties, the contract language will remain in effect.

16 **ARTICLE 14: PROFESSIONAL LICENSES**

17 King County shall directly pay for public defenders' Washington State bar dues. Additionally,  
18 King County shall reimburse all other employees for all professional licensing fees that are required  
19 by King County to hold their positions with King County.

20 **ARTICLE 15: TRAINING FUNDING**

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

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

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

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

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

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

10 **ARTICLE 16: TRANSPORTATION BENEFITS**

11           King County shall provide all employees with public transit benefits consistent with those  
12 granted by the King County Code 3.12.188, as amended. King County shall pay the actual and  
13 necessary costs of transportation in the course of conducting official County business consistent with  
14 King County's Executive Policy on Authorized Travel, Meal and Expense Reimbursement for County  
15 Employees, PER 17-1-3 (AEP), as amended.

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

17           The County and the Guild agree to establish a joint Labor-Management Committee (LMC) for  
18 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 Guild also understand that the LMC is not a substitute for bargaining and has no authority to amend  
21 this collective bargaining agreement.

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

23           Definitions:

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

25           Seniority within the Guild shall be based on length of paid employment as a supervisor plus  
26 one half the length of the time spent in a non-supervisory position. This shall include all employment  
27 in the King County Department of Public Defense and one or more of the predecessor public defense  
28 agencies, including employment in the King County Office of Public Defense, regardless of whether

1 or not the employment was continuous. If two or more individuals have an equal length of  
2 employment, seniority shall be determined by the length of time in a supervisory position.

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

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

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

27 An employee who has been identified for a layoff who has occupied his or her career service  
28 public defender supervisor position for less than three (3) years and previously held a non-supervisor

1 public defender position in DPD has the right to voluntarily demote in lieu of layoff. All other Guild  
2 members may request voluntary demotion in lieu of being laid off, pursuant to the pre-layoff meeting  
3 between the parties, as described above.

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

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

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

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

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

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

26 **18.6.3. Recall of Public Defense Attorney - Supervisor Classified Employees.**

27 Recall of an employee shall be by seniority among those who were previously employed in the  
28 division in which there is currently an opening, provided the employee to be recalled is qualified for

1 the open position. If the most senior employee is not qualified for the open position, she or he retains  
2 recall position but the most senior qualified employee on the recall list will be recalled, or a new  
3 supervisor may be hired. If the recall is not seniority based, the county must identify specific and  
4 articulable reasons why that employee's recall hinders the Department's ability to best serve the  
5 clients and should not be recalled. Factors the county should consider include the experience of the  
6 employee compared to the requirements of the open position.

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

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

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

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

1 because of conflict of interest issues. An employee on the recall list who is offered temporary work  
2 may decline the temporary work without jeopardizing his or her recall rights under this section.

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

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

10 **ARTICLE 19: DISPUTE RESOLUTION PROCEDURE**

11 **Section 19.1. Just Cause.** In the administration of this Article, a basic principle shall be that  
12 discipline should be corrective in nature, rather than punitive, where appropriate. The County shall  
13 follow the principle of progressive discipline. Corrective measures shall be consistent with County  
14 policies and procedures.

15 No employee shall be disciplined except for just cause. Discipline shall include, but is not  
16 limited to verbal and/or written reprimand, suspension, demotion, and/or discharge.

17 **Section 19.2. Certification of Appointed Counsel of Compliance with Standards**  
18 **Required by CrR 3.1 / CrRLJ 3.1 / JuCR 9.2.** All Attorneys who are required to sign a certificate  
19 of appointed counsel must do so unless there is good cause not to. An attorney who refuses to sign a  
20 certification of appointed counsel shall be required to engage in an interactive process with  
21 management to understand, address, and remedy the basis for the refusal to sign.

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

1 opportunity to respond to the allegation, which may be at the initial meeting.

2       **Section 19.4. Discipline.** King County recognizes the importance and desirability of settling  
3 grievances promptly and fairly in the interest of continued good employee relations and morale and to  
4 this end the following procedure is outlined. To accomplish this, every effort will be made to settle  
5 grievances at the lowest possible level of supervision. Grievances of verbal reprimands cannot be  
6 submitted beyond Step 3 of this grievance procedure.

7       Employees will be unimpeded and free from restraint, interference, coercion, discrimination  
8 or reprisal in seeking adjudication of their grievance(s).

9       **19.4.1. Definition.** Grievance - An allegation of a violation or misapplication of  
10 rights, benefits, or conditions of employment as contained in this Agreement.

11       **19.4.2. Mediation.** In an effort to resolve matters outside of the formal grievance-  
12 arbitration process, by mutual agreement, the parties are encouraged to refer any matter to mediation.  
13 The parties will attempt to conclude mediation within 21 calendar days of the decision to mediate. If  
14 a resolution is not reached in mediation, the parties may resume the grievance and arbitration process  
15 at the appropriate step.

16       **19.4.3. Election of Remedies.** An employee who is covered by this Agreement has  
17 access to either the grievance procedure herein, or the grievance procedure contained in the King  
18 County Personnel Guidelines, as amended. Selection of one procedure will preclude access to the  
19 other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedures  
20 set forth in this article. The employee's selection is irrevocable.

21       **19.4.4. Procedure.**

22       **Step 1.** A grievance shall be presented in writing to the employee's immediate  
23 supervisor by the aggrieved employee(s), or by a Guild representative, within fourteen (14) calendar  
24 days of the occurrence of such grievance or when the employee/Guild should reasonably have become  
25 aware of the occurrence of the grievance, whichever is later. The grievance shall specify the article  
26 and section of the collective bargaining agreement that has allegedly been violated. The Supervisor  
27 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee, and the  
28 Guild, of his or her decision within fourteen (14) calendar days of the filing of the grievance. If a

1 grievance is not pursued to the next higher level within fourteen (14) calendar days of presentation of  
2 the Supervisor's response, it shall be resolved.

3           **Step 2.** If, after thorough evaluation, the decision of the immediate supervisor has not  
4 resolved the grievance to the satisfaction of the parties, the grievance may be presented by the Guild  
5 to the King County Public Defender or designee. All letters memoranda, and other written materials  
6 related to the grievance shall be made available for review and consideration of the King County  
7 Public Defender or designee. The parties shall provide to one another any additional related evidence  
8 which may be deemed pertinent to the grievance. The King County Public Defender or designee will  
9 meet with the employee(s) who presented the grievance and the Guild representative, if requested by  
10 either party. The King County Public Defender or designee shall render a decision within fourteen  
11 (14) calendar days of the meeting or advancement of the Grievance to step two (2), whichever is later.  
12 If the grievance is not pursued to the next higher level within fourteen (14) calendar days of receipt of  
13 the King County Public Defender or designee's response, it shall be resolved.

14           **Step 3.** If, after thorough evaluation, the decision of the King County Public Defender  
15 or his or her designee has not resolved the grievance to the satisfaction of the parties, the grievance  
16 may be presented by the Guild to the Director of the Office of Labor Relations (OLR) or designee.  
17 All letters memoranda, and other written materials related to the grievance shall be made available for  
18 review and consideration of the Director or designee. The parties shall provide to one another any  
19 additional related evidence which may be deemed pertinent to the grievance. The Director or  
20 designee will meet with the employee(s) who presented the grievance and the Guild representative, if  
21 requested by either party. The Director or designee shall render a decision within fourteen (14)  
22 calendar days of the meeting or advancement of the Grievance to step three (3), whichever is later. If  
23 the grievance is not pursued to the next higher level within fourteen (14) calendar days of receipt of  
24 the Director or designee's response, it shall be resolved.

25           **Arbitration.** Either the County or the Guild may request arbitration within fourteen  
26 (14) days of the decision of the Director of OLR or designee, and must specify the provision(s) of this  
27 agreement that were allegedly violated, the exact question which it wishes arbitrated, and the remedy  
28 sought. The County and the Guild shall then select a third disinterested party to serve as an arbitrator.

1 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be  
2 selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association,  
3 Washington State Public Employment Relations Commission, or the Federal Mediation and  
4 Conciliation Service, as agreed to by the parties. The arbitrator will be selected from the list by both  
5 the County representative and the Guild, each alternately striking a name from the list until only one  
6 name remains. The arbitrator, under voluntary labor arbitration rules of the Agency, shall be asked to  
7 render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

8 The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
9 this agreement, but shall have the power only to apply and interpret the specific, written provisions of  
10 this Agreement in reaching a decision.

11 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
12 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
13 behalf. Additionally, each party shall bear the cost of its own attorneys' fees and costs, regardless of  
14 the outcome of the case.

15 No matter may be arbitrated which the County by law has no authority over, has no authority  
16 to change, or has been delegated to any civil service commission or personnel board as defined in  
17 R.C.W. 41.56.

18 **19.5. Time Limit Waiver.** The time limits set forth herein may be extended upon written  
19 consent of both parties. Unless a written extension has been granted: the failure of the Guild to  
20 pursue the grievance to the appropriate step within the time limits set forth herein shall resolve the  
21 matter and the grievance shall proceed no further, the failure of the County to render a step-decision  
22 in the proscribed time limits shall start the time period for the Guild to advancement of the grievance  
23 to the next step. A grievance may be filed at any step that is mutually agreed upon in writing by the  
24 County and the Guild. The Guild and County may agree in writing to waive any of the above steps.

25 **19.6. Maintaining Client Confidences and Privileged Information.** The parties  
26 acknowledge that grievances filed under this dispute resolution procedure may involve information or  
27 materials that are subject to the attorney-client privilege, work product doctrine, or other protections  
28 provided by the rules of professional conduct or by statutory or constitutional provisions. In the event

1 either party at any time wishes to present such information, after consultation between the parties, the  
2 managing attorney for the law office or designee shall provide for the information to be presented  
3 while not improperly disclosing client confidences and/or otherwise privileged information.

4 **ARTICLE 20: CONTRACTING OUT**

5 King County may contract out work, provided that the contracting out of work does not lead  
6 directly or indirectly to the layoff of bargaining units positions. Reasons to contract out work include  
7 emergencies, business necessity, conflict of interest, temporary augmentation of the work force,  
8 expert services, and assignment to the conflict panel for public defense services.

9 **ARTICLE 21: SAVINGS CLAUSE**

10 Should any part or provision of this Agreement be rendered or declared invalid because of an  
11 existing or subsequently enacted state or federal legislation or by any decree of a court of competent  
12 jurisdiction, the County and Union agree, upon notification of invalidation, to meet and negotiate  
13 those parts or provisions which are affected. The invalidation of any part of this Agreement will not,  
14 however, invalidate the remaining parts or provisions of the Agreement which will remain in full  
15 force and effect.

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1 **ARTICLE 22: DURATION AND REOPENER**

2 This Agreement shall become effective upon conclusion of the approval process by the  
3 Metropolitan King County Council and shall cover the period of January 1, 2015 – December 31,  
4 2017. Any part of this agreement may be reopened pursuant to total compensation bargaining  
5 conducted pursuant to the current and successor, if one exists, total compensation coalition  
6 agreement(s).

7 This agreement shall be prospective upon implementation, except for wages which shall be  
8 retroactive pursuant to separate memorandum of agreement.

9 Either party may initiate negotiations upon written notice to the other within 180 days of the  
10 expiration of this Agreement, or at a mutually agreed time.

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APPROVED this 14 day of DECEMBER, 2015.

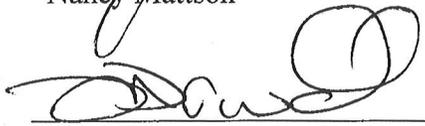
By:   
King County Executive

Public Defense Management Guild:  
Bargaining Team Members:

  
Christine Jackson

  
Nancy Mattson

  
Melanie Oberlander

  
Martin Powell

cba Code: 465

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

Union Code: AD1

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
1020200	109503	Administrative Assistant II	58
2810200	281321	Administrator II	56
2441300	243324	Project/Program Manager III	63
2441400	243415	Project/Program Manager IV	68
These job classes are paid on the King County "Squared" Pay Schedule.			

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

**2015 Public Defense Attorney - Supervisor Salary Grid**

2015 COLA= 2.00%

Classification Title

PeopleSoft Job Code	Job Class Code
641301	6140300

Public Defense Attorney - Supervisor

**Supervisor Level 1**

	Annual:	Hourly:
Step 1	\$110,094	\$52.9297
Step 2	\$111,471	\$53.5917
Step 3	\$112,863	\$54.2613
Step 4	\$114,273	\$54.9390
Step 5	\$115,703	\$55.6263
Step 6	\$117,149	\$56.3217
Step 7	\$118,613	\$57.0253
Step 8	\$120,095	\$57.7378
Step 9	\$121,596	\$58.4597
Step 10	\$123,116	\$59.1905
Step 11	\$124,655	\$59.9301
Step 12	\$126,214	\$60.6798

**Supervisor Level 2**

	Annual:	Hourly:
Step 13	\$127,792	\$61.4383
Step 14	\$129,389	\$62.2063
Step 15	\$131,006	\$62.9838
Step 16	\$132,644	\$63.7714
Step 17	\$134,302	\$64.5684
Step 18	\$135,981	\$65.3755
Step 19	\$137,681	\$66.1928
Step 20	\$139,402	\$67.0201
Step 21	\$141,144	\$67.8575
Step 22	\$142,908	\$68.7056

**Supervisor Level 3**

	Annual:	Hourly:
Step 23	\$150,054	\$72.1411
Step 24	\$151,929	\$73.0429
Step 25	\$153,829	\$73.9561
Step 26	\$155,752	\$74.8806
Step 27	\$157,698	\$75.8165

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

**2016 Public Defense Attorney - Supervisor Salary Grid**

2015 COLA= 2.00%

<b>Classification Title</b>	<b>PeopleSoft</b>	<b>Job Class</b>
	<b>Job Code</b>	<b>Code</b>
<b>Public Defense Attorney - Supervisor</b>	641301	6140300

**Supervisor Level 1**

	<b>Annual:</b>	<b>Hourly:</b>
Step 1	\$112,571	\$54.1206
Step 2	\$113,979	\$54.7975
Step 3	\$115,403	\$55.4821
Step 4	\$116,844	\$56.1751
Step 5	\$118,306	\$56.8778
Step 6	\$119,785	\$57.5889
Step 7	\$121,281	\$58.3084
Step 8	\$122,797	\$59.0369
Step 9	\$124,332	\$59.7751
Step 10	\$125,886	\$60.5223
Step 11	\$127,459	\$61.2785
Step 12	\$129,054	\$62.0451

**Supervisor Level 2**

	<b>Annual:</b>	<b>Hourly:</b>
Step 13	\$130,667	\$62.8207
Step 14	\$132,300	\$63.6060
Step 15	\$133,954	\$64.4009
Step 16	\$135,629	\$65.2062
Step 17	\$137,324	\$66.0212
Step 18	\$139,041	\$66.8465
Step 19	\$140,779	\$67.6821
Step 20	\$142,538	\$68.5280
Step 21	\$144,319	\$69.3843
Step 22	\$146,123	\$70.2515

**Supervisor Level 3**

	<b>Annual:</b>	<b>Hourly:</b>
Step 23	\$153,430	\$73.7643
Step 24	\$155,348	\$74.6864
Step 25	\$157,290	\$75.6201
Step 26	\$159,256	\$76.5654
Step 27	\$161,246	\$77.5223

**Memorandum of Agreement**  
**By and Between**  
**King County**  
**And**  
**Public Defense Management Guild**  
**Department of Public Defense**  
**Supervisors and Managers**

**Subject: Step Placement for all newly classified employees in the Public Defense Management Guild**

**Background:**

1. Pursuant to the Dolan lawsuit settlement, the employees of the four public defense agencies became King County employees on July 1, 2013.
2. When those employees began their employment with King County, they were not placed in King County classification specifications, pending contract negotiations with the Public Defense Management Guild.
3. The parties have reached agreement on their first Collective Bargaining Agreement, which will provide for, among other things, wage step progression for those employees covered by the collective bargaining agreement between King County and the Public Defense Management Guild.
4. This MOA will establish the initial wage step placement for all Department of Public Defense (DPD) employees represented by the Public Defense Management that are being placed on a King County classification specification for the first time.

**Agreement:**

1. This MOA shall apply to DPD employees who are being placed on King County classification specifications pursuant to implementation of the collective bargaining agreement between King County and the Public Defense Management Guild. This agreement shall also apply to all employees who leave in good standing or retire from employment with DPD between when this MOA is signed by both parties and implementation of the Collective Bargaining Agreement, provided that employees provide 60 days' advance notice to DPD before leaving. Advance notice is required to avoid a large number of employees leaving or retiring upon implementation of this agreement and to allow timely recruitment of employees to fill vacancies due to anticipated retirements.
2. All employees shall be placed on a wage step within the pay range negotiated between the parties for the classification that the employee is assigned to, except for those employees that are presently earning more than the top step of the pay range for the classification they are assigned to. Those employees shall be Y-rated until the top step of their assigned classification

is higher than their Y-rated wage/salary or the employee changes classifications, whichever occurs first.

3. Employees classified as Public Defense Attorney - Supervisors shall initially be placed on a wage step that is equal to the employee's total years of service in a comparable supervisor position with one of the predecessor public defense agencies and King County (e.g. an employee with nine years of service in a comparable position to their assigned classification shall be placed at step nine) up to a maximum of step 12. The attached spreadsheet shall be dispositive of each employee's step placement.

4. Employees classified in a position other than Public Defense Attorney - Supervisors shall be placed on a wage step that is equal to the employee's total years of service in a comparable position with one of the predecessor public defense agencies and King County (e.g. an employee with nine years of service in a comparable position to their assigned classification shall be placed at step nine). The attached spreadsheet shall be dispositive of each employee's step placement.

5. If an employee was hired by a public defense agency with actual prior years of service in a comparable position, the parties will endeavor to include that prior service in step placement. Any disagreement about prior service shall not be grievable. The guild will, however, be provided with a master list of the step placement of each member of the bargaining unit prior to implementation to allow the guild to raise any concerns about individual employees' step placement.

6. All wages shall be retroactive to January 1, 2015.

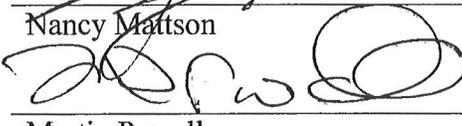
7. This agreement shall not be effective until adopted by ordinance of the King County Council.

For Public Defense Management Guild:  
Bargaining Team Members:

  
\_\_\_\_\_  
Christine Jackson

  
\_\_\_\_\_  
Nancy Mattson

  
\_\_\_\_\_  
Melanie Oberlander

  
\_\_\_\_\_  
Martin Powell

For King County:

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

12/7/15  
\_\_\_\_\_  
Date

**Attachment to Memorandum of Agreement: Step Placement for all newly classified employees in the Public Defense Management Guild (465U0115)  
Department of Public Defense - Supervisors and Managers**

PeopleSoft ID	Name	New Job Title	Division	Job Name	Adj Service Date	Salary - Hourly Rate	Date used to calculate step placement (and step advancement)	Most Recent Appmtmt.	Extra Years	Total	Salary - Annual Rate	Step	Range	Annual Rate
92606	BAJRA, PREMAN	Administrator II	Defender Association	Office Manager	5/1/2001	\$34.63								
92877	GARCIA, LOURDES	PPM III	NW Defenders	Staff Supervisor	3/1/1998	\$36.70					\$72,028	1/1/2015	10.00	56 \$82,568
92562	OBERLANDER, MELANIE	PPM III	Society of Counsel	Administrative Supv	11/10/2003	\$42.77					\$76,335	1/1/2015	10.00	63 \$97,479
92574	BAKER, DEBRA	PPM IV	Society of Counsel	Royal Project Mgr	9/1/2004	\$34.43					\$88,955	1/1/2015	10.00	63 \$97,479
72105	TURLEY, ERICKA	PPM IV	Director's Office	Project/Program Manager IV	3/1/2014	\$42.93	3/4/2014				\$71,610	1/1/2015	10.00	68 \$109,751
92585	CROMWELL, ELINOR	Public Defense Attorney - Supervisor	Society of Counsel	Managing Attorney	3/1/2007	\$53.62	3/1/2007				\$89,290	1/1/2015	1.00	68 \$86,584
92629	CUNNINGHAM, D'ADRE	Public Defense Attorney - Supervisor	Defender Association	Supervisor - Dependency Div	8/1/2011	\$54.99	8/1/2011				\$111,539	1/1/2015	8.00	ATTY Table \$120,095
92639	DE FELICE, MICHAEL	Public Defense Attorney - Supervisor	Defender Association	Supervisor - Civil Cmt Div	3/1/2003	\$58.22	3/1/2003				\$114,375	1/1/2015	4.00	ATTY Table \$114,273
92751	FRANTZ, LOUIS	Public Defense Attorney - Supervisor	Assoc Counsel for Accused	Senior Attorney II/Supv	1/1/1994 to 12/31/1994 and again from 5/2008 to present	\$59.78	5/1/2007	5/1/2008	1.00	8.00	\$121,101	1/1/2015	12.00	ATTY Table \$126,214
											\$124,347	1/1/2015	8	ATTY Table \$120,095
92673	GOLDSMITH, BENJAMIN	Public Defense Attorney - Supervisor	Defender Association	Assistant Supervisor - Felonie	12/1/2009	\$52.08	12/1/2009							
92676	HAMAJI, LEO	Public Defense Attorney - Supervisor	Defender Association	Felony Trial Supv	9/1/1990	\$59.68	9/1/1990			6.00	\$108,329	1/1/2015	6	ATTY Table \$117,149
92699	JACKSON, CHRISTINE	Public Defense Attorney - Supervisor	Defender Association	Supv - Kent Flvy/Dist Crt	10/1/2000	\$59.68	10/1/2000			12.00	\$124,135	1/1/2015	12	ATTY Table \$126,214
92836	MATTSON, NANCY	Public Defense Attorney - Supervisor	NW Defenders	Senior Atty 1&6, Atty Unit Supv	8/1/2008	\$54.85	8/1/2008			12.00	\$124,135	1/1/2015	12	ATTY Table \$126,214
92622	MORRIS, DARON	Public Defense Attorney - Supervisor	Defender Association	Deputy Dir, Supv-Felony	11/1/2010	\$61.92	11/1/2010			7.00	\$114,078	1/1/2015	7	ATTY Table \$118,613
71585	MURRAY, KAREN	Public Defense Attorney - Supervisor	Assoc Counsel for Accused	Senior Attorney II/Supv	1/1/1999 to 12/31/1999 and again from 2/1/2005 to present	\$59.78	2/1/2004	2/1/2005	1.00	11.00	\$128,796	1/1/2015	5	ATTY Table \$115,703
											\$124,347	1/1/2015	11	ATTY Table \$124,655
71555	NAYLOR, MARCUS	Public Defense Attorney - Supervisor	NW Defenders	Senior Atty 1&6, Atty Unit Supv	1/1/2000 to 12/31/2004 and again from 1/1/2008 to present	\$54.11	1/1/2003	1/1/2008	5.00	12.00	\$112,551	1/1/2015	12	ATTY Table \$126,214
														18224
92783	PETERSEN, ROBERT	Public Defense Attorney - Supervisor	Assoc Counsel for Accused	Senior Attorney II/Supv	1/1/1995 to 1/8/1996 and again from 2/1/2003 to present	\$59.78	2/1/2002	2/1/2003	1.00	13.00	\$124,347	1/1/2015	12	ATTY Table \$126,214
92557	POWELL, MARTIN	Public Defense Attorney - Supervisor	Society of Counsel	Managing Attorney	7/1/2001	\$58.50	7/1/2001			12.00	\$121,674	1/1/2015	12	ATTY Table \$126,214

**Attachment to Memorandum of Agreement: Step Placement for all newly classified employees in the Public Defense Management Guild (465U0115)  
Department of Public Defense - Supervisors and Managers**

PeopleSoft ID	Name	New Job Title	Division	Job Name	Adj Service Date	Salary - Hourly Rate	Date used to calculate step placement (and step advancement)	Most Recent Appmtmt	Extra Years	Total	Salary - Annual Rate		Step	Range	Annual Rate
92571	ROBERSON, DAVID	Public Defense Attorney - Supervisor	Society of Counsel	Assistant Director	1/1/2006 to 11/1/2010 at NDA and 9/2012 to present for SCRAP	\$61.30	9/1/2007	9/1/2012	5.00	8.00	\$127,508	1/1/2015	8	ATTY Table	\$120,095
92595	STENCHEVER, MARC	Public Defense Attorney - Supervisor	Society of Counsel	Managing Attorney	4/1/2003	\$58.50	4/1/2003			12.00	\$121,674	1/1/2015	12	ATTY Table	\$126,214
92814	VALERIO, PAT	Public Defense Attorney - Supervisor	Assoc Counsel for Accused	Senior Attorney II/Supv	2/1/2005	\$59.78	2/1/2005			10.00	\$124,347	1/1/2015	10	ATTY Table	\$123,116
92824	WALTON, MARTHA	Public Defense Attorney - Supervisor	Assoc Counsel for Accused	Senior Attorney II/Supv	2/1/2001	\$59.78	2/1/2001			12.00	\$124,347	1/1/2015	12	ATTY Table	\$126,214
92830	WILLIAMS, ROBERT	Public Defense Attorney - Supervisor	Assoc Counsel for Accused	Senior Attorney II/Supv	1/20/2006	\$59.78	1/20/2006			9.00	\$124,347	1/1/2015	9	ATTY Table	\$121,596
	Jeanette Brinster	Public Defense Attorney - Supervisor	NW Defenders		10/2003 to 9/2009 and again 12/2010 to current		12/1/2004	12/1/2010	6.00	11.00	\$137,425	1/1/2015	11	ATTY Table	\$124,655
	Jim Robinson	Public Defense Attorney - Supervisor	Assoc Counsel for Accused		4/1/1987		4/1/1987				\$150,298	1/1/2015	12.00	ATTY Table	\$126,214
	Rick Lichtenstater	Public Defense Attorney - Supervisor	Defender Association		8/1/1997		8/1/1997				\$137,425	1/1/2015	12.00	ATTY Table	\$126,214
92695	Hurley, Katherine	Public Defense Attorney - Supervisor	Defender Association	Acting Supv-Legal Interns		52.0608	9/5/2006			9.00	\$108,286	1/1/2015	9	ATTY Table	\$121,596

**Memorandum of Agreement  
By and Between  
King County  
And  
Public Defense Management Guild  
Department of Public Defense  
Supervisors and Managers**

**Subject: Initial Supervisor Placement**

**Introduction:**

The purpose of this MOA between the parties is to designate a process to initially place Public Defense Attorney - Supervisors in the various levels of supervisor at the Department of Public Defense.

**Background:**

1. The parties have negotiated in good faith and agreed to a first Collective Bargaining Agreement (CBA) between King County and The Public Defense Management Guild.
2. The CBA provides in Article 13 for a method of promotion of Public Defense Attorney - Supervisors to the various levels of Public Defense Attorney - Supervisor.
3. The parties wish to modify the application of Article 13 for the initial populating of the Public Defense Attorney - Supervisor levels pursuant to this MOA.

**Agreement:**

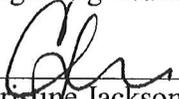
1. This MOA shall be effective upon adoption of the CBA by ordinance of the Metropolitan King County Council and shall expire on December 31, 2016, unless extended in writing by mutual agreement of the parties.
2. The parties agree that Article 13, subject to the following modifications shall apply for the initial populating of the supervisor levels.
  - a. The timelines specified in Article 13 are hereby waived.
  - b. For initial placement into the supervisor levels, after this contract is signed and ratified by the parties, the employee may select the level and the step into which they request to be placed. The committee will determine if the employee should be placed into the requested level and step or a different level or step. If supervisors are hired from outside DPD, DPD shall

consider in their salary placement the impact on opportunities for advancement for current DPD supervisors and the salary placement of current DPD supervisors.

c. All Attorneys placed in a supervisor level shall pursuant to this MOA receive their supervisor level pay retroactive to January 1, 2015, consistent with Article 13.

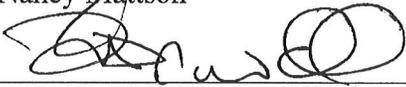
3. The parties agree to review the application and review process for supervisor level placement in a labor management committee with the goal of suggesting possible improvements to the application, review, and selection process.

For Public Defense Management Guild:  
Bargaining Team Members:

  
\_\_\_\_\_  
Christine Jackson

  
\_\_\_\_\_  
Nancy Mattson

  
\_\_\_\_\_  
Melanie Oberlander

  
\_\_\_\_\_  
Martin Powell

For King County:

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

12/7/15  
\_\_\_\_\_  
Date