

**Coalition Labor Agreement (CLA) - Appendix for 465
Agreement Between King County
And
Teamsters Local 117
Department of Public Defense - Supervisors and Managers**

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**AGREEMENT BETWEEN
KING COUNTY
AND
TEAMSTERS LOCAL 117
THE PUBLIC DEFENSE SUPERVISORS AND MANAGERS UNIT**

In Conjunction with the Coalition Labor Agreement (CLA), these articles constitute an Agreement, the terms of which have been negotiated in good faith between King County (the “County”) and Teamsters Local 117 (the “Union”). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the “Council”) of King County, Washington.

ARTICLE 1: UNION RECOGNITION, MEMBERSHIP, AND D.R.I.V.E.

Pursuant to the CLA Article 37 and the following:

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

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

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

1.3. Voluntary Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the County of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. The Teamsters shall reimburse the County

1 annually for the County's actual cost for the expenses incurred in administering the weekly payroll
2 deduction plan.

3 **1.4. Teamster Pension.** The County agrees to re-open negotiations during the term of this
4 Agreement upon request by the Union, solely for the purpose of negotiating contract language for
5 employees covered by this Agreement to participate in the Western Conference of Teamsters Pension
6 Trust (WCTPT). The County and the Union understand and agree that under the rules established by
7 the WCTPT, the Union may conduct a membership vote to determine whether the bargaining unit
8 will participate in WCTPT. If a majority of members vote in favor of participation, all members must
9 participate. The Parties further agree that participation in WCTPT shall not result in an increase in
10 compensation for any employee covered by this Agreement.

11 **1.5. Visitation.** Agents of the Union shall have access to the Employer's establishment
12 during regular business hours for the purpose of adjusting disputes and ascertaining that the
13 Agreement is being adhered to, provided, however, that there is minimal interruption of work.
14 Agents of the Union will follow King County Department of Adult and Juvenile Detention (DAJD)
15 policy for accessing members while they are in the secure areas of the DAJD facilities. DAJD has
16 ultimate authority for granting or denying access to secure areas of its detention facilities.

17 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

18 **Section 2.1** The CLA, Preamble, superseding articles, non-superseding articles, and CLA
19 memorandums of agreement noted in the CLA table of contents shall apply to the bargaining unit.

20 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

work; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work schedules, assign employees to those schedules, schedule overtime work; determine the methods and processes by which work is performed and direct and assign work; establish rules, procedures and processes; determine the budget; and the right to take whatever actions are necessary in emergencies as determined by the County.

ARTICLE 4: DISPUTE RESOLUTION PROCEDURE

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

Section 4.1. Certification of Appointed Counsel of Compliance with Standards Required by CrR 3.1 / CrRLJ 3.1 / JuCR.

Section 4.2. All Attorneys who are required to sign a certificate of appointed counsel must do so unless there is good cause not to. An attorney who refuses to sign a certification of appointed counsel shall be required to engage in an interactive process with management to understand, address, and remedy the basis for the refusal to sign.

Section 4.3. Notice of Weingarten Rights. When the Employer seeks to meet with an Employee and that meeting might lead to disciplinary action, the employee shall have the right to request the presence of a Union representative and to be informed of the specific circumstances/issues underlying the possible disciplinary action, if known at the time. If the employee requests the presence of a Union representative, the Employer shall postpone the meeting with the employee for a reasonable period of time to obtain a Union representative's presence, unless there are exigent circumstances. Prior to the imposition of discipline, except in an emergency, the employee shall have a reasonable opportunity to respond to the allegation, which may be at the initial meeting.

Section 4.4. Maintaining Client Confidences and Privileged Information. The parties acknowledge that grievances filed under this dispute resolution procedure may involve information or materials that are subject to the attorney-client privilege, work product doctrine, or other protections provided by the rules of professional conduct or by statutory or constitutional provisions. In the

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

ARTICLE 5: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

5.3. No Work Stoppage. The Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action, as described above, by any employee(s) in the bargaining unit shall be deemed a work stoppage. Being absent without authorized leave shall be considered as an automatic resignation.

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

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

i. Discharge.

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

ARTICLE 6: HOURS OF WORK AND OVERTIME

Section 6.1. Standard Work Week. For Fair Labor Standards Act ("FLSA") non-exempt

employees, the regular work week shall consist of five consecutive eight-hour days totaling 40 hours per week. FLSA exempt employees are required to work the hours needed to perform their duties.

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

Section 6.2. Contractual Overtime. FLSA non-exempt employees shall be eligible for contractual weekly overtime pay. All work performed by an FLSA non-exempt employee over forty hours in any FLSA workweek shall be paid at the contractual overtime rate.

Section 6.3. Pursuant to the management rights clause, Employees may be assigned to alternative work schedules to meet the operational needs of the department.

Section 6.4 Holidays for employees in FLSA Exempt positions. Employees in comprehensive leave eligible positions that are FLSA exempt and who are required to work on Indigenous Peoples' Day will receive their normal pay for hours worked on the holiday, and a maximum of (8) vacation hours added to their vacation bank on the paycheck that includes the second Monday in October for a (40) hour workweek employee. Part-time employees will receive pro-rated hours (e.g., an employee with a 20-hour a week work schedule, who normally works 4 hours a day, will receive 4 hours of vacation). See also CLA Article 10 for applicable terms for employees on alternative work schedules.

ARTICLE 7: SUPERVISOR CASE ASSIGNMENTS & WORKLOAD

7.1. Attorney Supervisors

The parties agree that national, state, and local public defense associations have identified an attorney supervision ratio of ten attorneys to one supervising attorney as a best practice and the American Bar Association has identified attorney supervision as one of the ten principles of a public defense delivery system. The supervision of six (6) to ten (10) attorneys is a full-time assignment normally precluding the assignment of a prorated caseload. An attorney supervisor who supervises fewer than six 6 attorneys may have other responsibilities prorated in conformance with the factors identified below and in accordance with the DPD Case Weight and Credit Policy effective July 1, 2025, as amended . This will include the supervision of Rule 8 attorneys. Other than occasional case assignments, coverage responsibilities, and co-counseling as part of supervisory responsibilities,

regular case assignments to a supervisor shall be limited by the number of attorneys supervised.

Factors: Management shall consider all aspects of each supervisor's responsibilities and duties when determining the number of attorneys to be supervised and caseload assignments. These considerations include, and are not limited to, the experience level of the attorneys, supervision of attorneys in different locations, supervision of non-attorney staff, supervision of attorneys in different practice areas, demanding special or administrative projects or particularly demanding attorney supervision assignments. For attorney supervisors, supervision of non-attorney staff includes, but is not limited to, Interns/Rule Nines, Term Limited Temporaries, Administrative and other support staff.

The parties acknowledge that unusual overflow situations may require departure from these caseload and supervisory workload provisions briefly and temporarily. Management has a responsibility to anticipate these situations and shall make reasonable efforts to return to the proper caseload and supervisory workload provisions as soon as practicable.

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

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

7.2. Non-Attorney Supervisors.

Discussions regarding non-attorney supervisor workload may be had through the workload review process below. For these discussions, non-attorney supervisor workload shall include, but not be limited to, the number of direct reports, caseload, other supervisor duties, and travel time between work locations of direct reports. The purpose of these discussions is to maintain a balanced workload and effective client representation.

7.3 Workload Review (All Supervisors): Any bargaining unit member who is not on involuntary paid administrative leave may request and receive a workload review to address workload/assignments, training/skills development, and work efficiency. Employees of the

bargaining unit may request workload reviews at any time, provided it has been at least six months since the conclusion of any prior workload review.

- Workload review requests will be made to the employee's Managing Attorney (MA). An initial meeting to review the employee's workload as described below shall occur with the MA and the Director/designee within thirty (30) days. Within five (5) business days following the meeting, the parties shall endeavor to adopt a mutually agreeable follow-up plan, in the absence of a mutually agreed plan, the parties shall have a check in meeting within 30 days of the original meeting.

- The employee may request that another Teamster or shop steward from their division be involved in the process.

- The goal of the workload review is to assess supervisory workloads with the objectives of making the assignments as balanced and sustainable as possible, as appropriately resourced as possible, and supportive of success for the supervisor, the division, and the department. Workload reviews will include, but not be limited to, evaluations of the factors above.

- A request for or a pending workload review will not be a basis to impose or not impose employee discipline.

- The workload review process does not guarantee a change of workload.

ARTICLE 8: EXECUTIVE LEAVE

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

ARTICLE 9: VACATIONS

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

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

Beginning with Year	Ending with Year	Months of Service	Vacation Accrual Rate	Approx. Days Accrued Per Year
0	1	000 – 023	0.053892	14
2	2	024 – 035	0.057692	15
3	5	036 – 071	0.0615	16
6	7	072 – 095	0.0654	17
8	9	096 – 119	0.0693	18
10	11	120 – 143	0.0769	20
12	16	144 – 203	0.0808	21
17	17	204 – 215	0.0847	22
18	18	216 – 227	0.0885	23
19	19	228 – 239	0.0924	24
20	20	240 – 251	0.0962	25
21	21	252 – 263	0.1001	26
22	22	264 – 275	0.1039	27
23	23	276 – 287	0.1077	28
24	24	288 – 299	0.1116	29
25		300 +	0.1154	30

Section 9.2. Employee use of vacation. King County will make a good faith effort to allow accrued vacation to be taken as requested with reasonable notice. Employees may use accrued vacation leave upon request and pre-approval of vacation leave by King County. Employee use of vacation shall be as provided in King County Code section 3.12.190, as amended and shall be administered in a manner consistent with the King County Personnel Guidelines, as amended.

Section 9.3. Sick While on Paid Leave. If an employee is injured or is taken ill while on paid leave, in order to receive sick leave for that time the employee shall notify the County on the first day of injury or illness, or as soon as practicable thereafter.

Section 9.4. Vacation Payout. Employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service in a paid leave eligible position up to the applicable vacation accrual cap. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If an employee leaves prior to successful completion of the six months of County service, the employee shall forfeit and not be paid for accrued vacation leave.

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

5 **ARTICLE 10: PAID SICK LEAVE**

6 Pursuant to CLA Article 34, except as modified below.

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

11 **ARTICLE 11: WAGE RATES AND GENERAL WAGE INCREASES**

12 **Section 11.1.** The 2026-2028 wages for employees in the bargaining unit are set forth in
13 Addendum A of this agreement.

14 **Section 11.2. Attorney Supervisor Wage reopener**

15 If during the life of this CBA, the King County Deputy Prosecuting Attorneys (supervisory
16 level only) receive an increase to their wage table, wages for the Department of Public Defense
17 Managers Unit may be re-opened.

18 **Section 11.3. Public Defense Attorney - Supervisor step progression**

19 **A. Supervisor levels.** There will be two (2) supervisor levels: Supervisor, steps 1-
20 22, and Managing Attorney Preparation Program (MAPP) Supervisor, steps 23-27.

21 **B. Initial step placement.** Supervisors and Managers shall be placed in step one of
22 the respective supervisor or manager pay range or the step that is at least a five percent (5%) pay
23 increase, whichever is higher.

24 **C. Public Defense Attorney Supervisor Step Progression.** All attorney supervisors
25 and MAPP supervisors shall advance a single step per year on January 1 each year effective January
26 1, 2027. Prior to January 1, 2027, annual step increases shall continue to be on the employee's
27 adjusted service date. Steps six (6) and eleven (11) shall be skipped for purposes of step progression,
28 but may be used for initial step placement or discretionary step advancement described below.

1 The employer shall have sole and unfettered discretion for initial step placement, subject to
2 the minimums in 13.3 B. The exercise of this discretion shall not be subject to grievance.

3 **Section 11.4. Non-Attorney Step Progression.**

4 Employees shall receive within-range increases from step one (1) to step two (2) upon
5 satisfactory completion of the probationary period, provided the employee was hired at step one (1).
6 Thereafter, an employee shall receive a step increase annually on January 1 each year effective
7 January 1, 2027. Prior to January 1, 2027, annual step increases shall continue to be on the
8 employee's adjusted service date. In no event shall a non-Attorney employee receive pay in excess of
9 step ten (10) of their salary range.

10 **Section 11.5. MAPP Supervisor.** Each Division, excluding the Director's Office, shall have
11 one MAPP Supervisor. In addition to the regular duties of a supervisor, a MAPP Supervisor shall
12 also be the incumbent back-up to fill in for temporary vacancies lasting less than thirty (30) days in
13 the managing attorney position. Management shall consider additional duties associated with the
14 MAPP position as it relates to pro-rated caseload assignments.

15 **A. Eligibility:** The MAPP Supervisor for each division shall be selected from the
16 Supervisors' ranks in each respective division.

17 **B. Vacancy:** In the event of a vacancy in any MAPP Supervisor position, the
18 Employer shall solicit applications within sixty (60) calendar days of the vacancy by emailing every
19 Supervisor in the division with the vacancy. The solicitation shall provide a minimum period of
20 thirty (30) calendar days during which applications can be submitted by prospective applicants.

21 **C. Selection process:** The selection process shall be similar to a job recruitment and
22 shall consist of an application, an interview process that may include more than one round of
23 interviews, and reference checks. In the event that no applicant is selected, the employer shall fill the
24 position with a special duty assignment, which may include extending a MAPP Supervisor that has
25 completed a two-year rotation, to last no longer than six (6) months and re-run the selection process
26 to conclude no later than the end of the extension/special duty assignment. There shall be no
27 prohibition upon successive assignments to the MAPP program for any employee who has previously
28 participated in the program.

1 **D. MAPP wages:** Pay, step placement, and step advancement for the MAPP position
2 shall be determined in the same way they would be if the MAPP position was a Special Duty
3 Assignment.

4 **E. Duration:** The MAPP Supervisor position shall be a two-year rotation, upon the
5 end of which a new recruitment shall be run.

6 **F. Completion of MAPP:** Upon successful completion of MAPP, which is defined
7 as the fulfilling all 24 months of the program, the MAPP Supervisor will return to their Supervising
8 Attorney position with a two-step increase beyond the steps they would have received in their base
9 position during their two-year MAPP rotation. This two-step increase is effective at the beginning of
10 the first pay period after their return to a Supervising Attorney position.

11 **G. Removal from MAPP position.** Participants may end their participation in
12 MAPP at any time and return to their Supervising Attorney positions. The Department may remove a
13 MAPP participant for performance deficits subsequent to notifying the employee of the performance
14 deficits and then providing the employee with a minimum of 30 days to improve performance to an
15 acceptable level, with the definition of acceptable level to be determined by the Department. The
16 Department will retain the right to remove a MAPP participant immediately for any discipline or
17 discipline-related matter. The Union retains the right to challenge any discipline or discipline-related
18 matters under the grievance procedures of this Agreement.

19 **ARTICLE 12: TRAINING FUNDING**

20 **A.** DPD shall provide (in house or otherwise) at no cost at least twenty (20) credit hours
21 approved for WSBA CLE credit of continuing education courses for attorneys in relevant subject
22 areas every year.

23 **B.** When an employee's supervisor has approved attendance at a job-related training during
24 regular work 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 11 **ARTICLE 13: LABOR-MANAGEMENT COMMITTEE**

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

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

21 **ARTICLE 14: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY**

22 Definitions:

23 Layoff is the involuntary termination of employment due to reductions in force (RIF).

24 Seniority within the Bargaining Unit shall be based on length of paid employment as a
25 supervisor plus one half the length of the time spent in a non-supervisory position. This shall include
26 all employment in the King County Department of Public Defense and one or more of the
27 predecessor public defense agencies, including employment in the King County Office of Public
28 Defense, regardless of whether or not the employment was continuous. If two or more individuals

1 have an equal length of employment, seniority shall be determined by the length of time in a
2 supervisory position.

3 **Section 14.1. 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 Union shall
12 meet a minimum of (60) calendar days prior to the anticipated reduction in force or with additional
13 notice if agreed upon, and jointly endeavor to find ways to minimize, or eliminate, the need for
14 involuntary layoff(s). Ways to minimize, or eliminate the need for involuntary layoff(s) may include,
15 but are not limited to, voluntary demotion, seeking volunteers for layoff, job sharing and other
16 alternative work schedules, seeking volunteers for leaves of absence, offering early retirement, and
17 other cost saving measures. The parties shall discuss eligibility for unemployment benefits for any
18 employees that volunteer for layoff.

19 **Section 14.2. Layoff.** In the event the County determines that a layoff is necessary, the
20 layoffs shall be based on seniority in the Bargaining Unit in the division in which the layoffs will
21 occur, unless the County can establish that seniority-based layoffs would significantly hinder the
22 Department's ability to best serve and represent public defense clients. If the layoffs are not seniority
23 based, the County must identify specific and articulable reasons why an employee, who is not the
24 least senior, hinders the Department's ability to best serve the clients and should be laid off. Factors
25 the County should consider include, but are not limited to, the performance of the employee, the skill
26 set of the employee, and the contributions the employee has made to public defense.

27 An employee who has been identified for a layoff who has occupied their 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 provided there is
2 a vacancy and the Department has a need to fill the vacancy. All other Bargaining Unit members
3 may request voluntary demotion in lieu of being laid off, pursuant to the pre-layoff meeting between
4 the parties, as described above.

5 **Section 14.3. Written Notice of Layoff.** When the elimination of a position will result in an
6 employee(s) being laid off, the County will provide written notice to the Union and the affected
7 employee(s) at least thirty (30) calendar days prior to the effective date of the layoff.

8 **Section 14.4. Order of Layoff.** When a reduction in force is necessary in a particular job
9 classification(s), temporary and/or probationary employees working in said classification(s) in the
10 division(s) designated for layoff will be the first laid off.

11 **Section 14.5. Placement.** The County shall attempt to place all employees scheduled for
12 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
13 County. The County will provide career support services, including priority placement benefits, to
14 eligible career service employees who are in receipt of a proposed or final layoff notice. The County
15 shall adhere to the procedures to the County's RIF Planning and Implementation Guide, as amended,
16 except as otherwise provided in this Agreement, regarding the placement of laid off employees to
17 positions within the bargaining unit.

18 **Section 14.6. Laid Off Employees Recall List.** Recall rights shall expire two (2) years from
19 the date of layoff. Refusal to accept re-employment in a position with a lower salary range or with
20 fewer working hours than the employee held at the time of layoff shall not be cause for removal from
21 the recall list. Refusal to accept re-employment in a comparable position (same salary range and same
22 FTE) will result in removal from the recall list.

23 **14.6.1. COBRA ELIGIBILITY.** All laid-off employees may continue to be enrolled
24 in medical and dental insurance programs pursuant to COBRA by paying the cost of continuing these
25 benefits, as required by law.

26 **14.6.2. Divisional Recall Lists.** Each Division shall maintain a Recall List, by
27 seniority in classification, of all laid off employees. Recall of an employee shall be by seniority
28 among those who were previously employed in the division in which there is currently an opening.

14.6.3. Recall of Public Defense Attorney - Supervisor Classified Employees.

Recall of an employee shall be by seniority among those who were previously employed in the division in which there is currently an opening, provided the employee to be recalled is qualified for the open position. If the most senior employee is not qualified for the open position, the employee shall retain their recall position and the next most senior qualified employee on the recall list will be recalled, or a new supervisor may be hired. If the recall is not seniority based, the County must identify specific and articulable reasons why that employee's recall hinders the Department's ability to best serve the clients and should not be recalled. Factors the County should consider include the experience of the employee compared to the requirements of the open position.

14.6.4. Recall of Non-Attorney Classified Employees. Provided the employee has

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

14.6.5. Notice of Recall. Notice of recall shall be in writing by certified mail at the

employee's address on file. In the event an offer of recall is not accepted within five (5) calendar days of notice, the lack of response may be considered a refusal and the offer withdrawn and made to the next qualified employee in seniority order. A second refusal of a recall offer to the same classification from which an employee was laid off shall result in removal of the employee from the recall list. An employee retains their recall rights even if the employee accepts another classification or temporary position with the County.

14.6.6. Departmental Recall List. In addition to the Recall lists maintained by

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

1 issues.

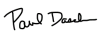
2 **14.6.7. Recall for Temporary Work.** The County will offer to use bargaining unit
3 members, in order of seniority, who are on the recall list to fill temporary positions performing
4 bargaining unit work in their classification series before employing anyone else, provided the
5 employee is qualified to perform the work, unless doing so is not manageable in the view of DPD
6 because of conflict of interest issues. An employee on the recall list who is offered temporary work
7 may decline the temporary work without jeopardizing their recall rights under this section.

8 **14.6.8. Reinstatement of Leave Accrual and Sick Leave Balance.** An employee
9 recalled within two (2) years from the time of layoff will have their vacation leave accrual rate and
10 any forfeited sick leave accruals restored.

11 **14.7. Layoff Reopener.** In the event of a catastrophic change in circumstances (e.g., loss of
12 an entire practice area such as Seattle Municipal Court or special commitment cases), the issue of
13 Reduction in Force may be reopened for bargaining at the request of either party. In the event that no
14 changes are agreed to, the existing contract language shall continue to be binding on the parties.

15
16
17 For Teamsters Local 117:

18 Signed by:

19 

20 7AD5B391B59D41E...

Paul Dascher

Secretary-Treasurer

21
22 For King County:

23 DocuSigned by:



24 7231D66CAA4F4EF...

Andre Chevalier

Interim Labor Manager

Office of Labor Relations, Executive Office

cba Code: 465

**ADDENDUM A – WAGES
STAFF**

Union Code: AD2

Job Class Code	PeopleSoft Job Code	Classification Title	Range
1020200	109503	Administrative Assistant II	58
2810200	281321	Administrator II	56
2810300	281405	Administrator III	63
6130200	635201	Paralegal Supervisor	56
2440300	244404	Program Supervisor II	58
2441300	243324	Project/Program Manager III	63
2441400	243415	Project/Program Manager IV	68
3140100	314301	Public Defense Investigator Supervisor	62
3119200	314201	Public Defense Mitigation Specialist Supervisor	69

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

A. Effective date of classification pay rate changes. The classification wage increases described above will be prospectively implemented after the King County Council ratification date of this Appendix and after necessary payroll system implementation work.

B. Step placement. Employees in classifications with pay adjustments will be placed on the new wage ranges step-to-step basis on the prospective implementation date identified above in A.

cba Code: 465

ADDENDUM B – WAGES

Union Code: AD1

Classification Title	Peoplesoft Job Code	Job Class Code
Public Defense Attorney - Supervisor Level 1	641301	6140300

	2026: 3.75% GWI		2027: 3.75% GWI		2028: CLA 29.1 (D)			
	Annual:	Hourly:	Annual:	Hourly:	Annual	Hourly	Annual	Hourly
Step 1	\$157,566	\$75.7528	\$ 163,474	\$78.5935				
Step 2	\$159,536	\$76.7002	\$ 165,519	\$79.5765				
Step 3	\$161,529	\$77.6583	\$ 167,587	\$80.5705				
Step 4	\$163,546	\$78.6281	\$ 169,680	\$81.5767				
Step 5	\$165,593	\$79.6118	\$ 171,802	\$82.5972				
Step 6	\$167,663	\$80.6070	\$ 173,950	\$83.6298				
Step 7	\$169,757	\$81.6141	\$ 176,123	\$84.6746				
Step 8	\$171,879	\$82.6340	\$ 178,324	\$85.7328				
Step 9	\$174,028	\$83.6671	\$ 180,554	\$86.8046				
Step 10	\$176,203	\$84.7129	\$ 182,810	\$87.8896				
Step 11	\$178,405	\$85.7714	\$ 185,095	\$88.9878				
Step 12	\$180,636	\$86.8444	\$ 187,410	\$90.1011				
Step 13	\$182,895	\$87.9301	\$ 189,753	\$91.2275				
Step 14	\$185,181	\$89.0291	\$ 192,125	\$92.3677				
Step 15	\$187,495	\$90.1419	\$ 194,526	\$93.5222				
Step 16	\$189,839	\$91.2689	\$ 196,958	\$94.6915				
Step 17	\$192,212	\$92.4097	\$ 199,420	\$95.8751				
Step 18	\$194,615	\$93.5648	\$ 201,913	\$97.0735				
Step 19	\$197,048	\$94.7346	\$ 204,437	\$98.2871				
Step 20	\$199,511	\$95.9186	\$ 206,992	\$99.5155				
Step 21	\$202,004	\$97.1171	\$ 209,579	\$100.7590				
Step 22	\$204,528	\$98.3309	\$ 212,198	\$102.0183				
MAPP Supervisor	2026: 3.75% GWI		2027: 3.75% GWI		2028: CLA 29.1 (D)			
Step 23	\$214,755	\$103.2477	\$ 222,809	\$107.1195				
Step 24	\$217,440	\$104.5386	\$ 225,594	\$108.4588				
Step 25	\$220,158	\$105.8453	\$ 228,414	\$109.8145				
Step 26	\$222,910	\$107.1685	\$ 231,270	\$111.1873				
Step 27	\$225,696	\$108.5077	\$ 234,160	\$112.5767				