

**Coalition Labor Agreement (CLA) - Appendix for 465**  
**Agreement Between King County**  
**And**  
**International Brotherhood of 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**  
**Department of Public Defense**

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.

1 National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the  
2 name of each employee on whose behalf a deduction is made, the employee's social security number  
3 and the amount deducted from the employee's paycheck. The International Brotherhood of  
4 Teamsters shall reimburse the County annually for the County's actual cost for the expenses incurred  
5 in administering the weekly payroll deduction plan.

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

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

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

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

23 **Section 2.2** The following CLA provisions apply and are added for ease reference only:

- 24 • Contracting Out (CLA Article 16)
- 25 • Holidays, Eligibility (CLA Article 10)
- 26 • Insured Benefits, HRA, and VEBA (CLA Article 25)
- 27 • Reimbursement for Personal Transportation (CLA Article 24)
- 28 • Savings Clause (CLA Article 30)
- Special Duty (CLA Article 15)
- Training and Licensing/Certification (CLA Article 44)
- Transportation Benefits (CLA Article 34)

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

5 The County shall have the right to demote, discipline and discharge employees; and the right  
6 to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the  
7 control of the County. The County shall further have the right to recruit, examine, test, select, hire,  
8 appoint, promote, transfer, and train employees; place employees on wage steps; determine work  
9 locations and assign employees to those locations; appraise employee performance; contract out  
10 work; develop and modify classification specifications, allocate positions to those classifications,  
11 allocate employees to those positions; determine work schedules, assign employees to those  
12 schedules, schedule overtime work; determine the methods and processes by which work is  
13 performed and direct and assign work; establish rules, procedures and processes; determine the  
14 budget; and the right to take whatever actions are necessary in emergencies as determined by the  
15 County.

16 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

17 The County nor the Union shall not unlawfully discriminate against any individual with  
18 respect to compensation, terms, conditions, or privileges of employment on the basis of union  
19 affiliation, race, color, religion, religious affiliation, creed, national origin, ancestry, sex, sexual  
20 orientation, gender identity or expression, age (except by minimum age and retirement provisions),  
21 marital status, honorably discharged veteran or military status, or the presence of a sensory, mental or  
22 physical disability. Allegations of violations of this Article may be submitted only through Step 3 of  
23 the grievance procedure set forth in Article 26 of the Coalition Labor Agreement and may not be  
24 pursued to arbitration.

25 **ARTICLE 5: WORK STOPPAGES AND EMPLOYER PROTECTION**

26 **5.1. Public Interest.** The County and the Union agree that the public interest requires  
27 efficient and uninterrupted performance of all County services and to this end pledge their best efforts  
28 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

1 Agreement.

2 **5.3. No Work Stoppage.** The Union shall not cause or condone any work stoppage,  
3 including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave  
4 absence which is not bona fide, or other interference with County functions by employees under this  
5 Agreement and should same occur, the Union agrees to take appropriate steps to end such  
6 interference. Any concerted action, as described above, by any employee(s) in the bargaining unit  
7 shall be deemed a work stoppage. Being absent without authorized leave shall be considered as an  
8 automatic resignation.

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

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

- 16 **i.** Discharge.
- 17 **ii.** Suspension or other disciplinary action as may be applicable to such
- 18 employee.

19 **ARTICLE 6: HOURS OF WORK AND OVERTIME**

20 **Section 6.1. Standard Work Week.** For Fair Labor Standards Act (“FLSA”) non-exempt  
21 employees, the regular work week shall consist of five consecutive eight-hour days totaling 40 hours  
22 per week. FLSA exempt employees are required to work the hours needed to perform their duties.

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

25 **Section 6.2. Overtime.** FLSA non-exempt employees shall be eligible for overtime pay. All  
26 work performed by an FLSA non-exempt employee over forty hours in any FLSA workweek shall be  
27 paid at the overtime rate in accordance with the FLSA.

28 **Section 6.3.** Pursuant to the management rights clause, Employees may be assigned to

1 alternative work schedules to meet the operational needs of the department.

2 **ARTICLE 7: SUPERVISOR RATIO, CASE ASSIGNMENTS & WORKLOAD**

3 **7.1. Attorney Supervisors**

4 The parties agree that national, state, and local public defense associations have identified an  
5 attorney supervision ratio of ten attorneys to one supervising attorney as a best practice and the  
6 American Bar Association has identified attorney supervision as one of the ten principles of a public  
7 defense delivery system. The supervision of seven (7) to ten (10) attorneys is a full-time assignment  
8 normally precluding the assignment of a prorated caseload. An attorney supervisor who supervises  
9 fewer than seven (7) attorneys may have other responsibilities prorated in conformance with the ratio  
10 and factors below.

11 Other than occasional case assignments, coverage responsibilities, and co-counseling as part  
12 of supervisory responsibilities, regular case assignments to a supervisor shall be limited by the  
13 number of attorneys supervised. Each attorney supervised shall be equivalent to 10% of the caseload  
14 limits established by the CrR 3.1, CrRLJ 3.1 and JuCR 9.2. Supervisors may assign themselves cases,  
15 but supervisors shall not be required to assign themselves cases or carry caseload unless for unusual  
16 overflow situations or as directed by their Managing Attorney, subject to the cited court rules above  
17 and the provisions herein.

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

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

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

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

7 **7.2. Non-Attorney Supervisors.**

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

13 **7.3 Workload Review (All Supervisors):** Any bargaining unit member who is not on  
14 involuntary paid administrative leave may request and receive a workload review to address  
15 workload/assignments, training/skills development, and work efficiency. Employees of the  
16 bargaining unit may request workload reviews at any time, provided it has been at least six months  
17 since the conclusion of any prior workload review.

- 18 • Workload review requests will be made to the employee's Managing Attorney (MA). An  
19 initial meeting to review the employee's workload as described below shall occur with the  
20 MA and the Director/designee within thirty (30) days. Within five (5) business days following  
21 the meeting, the parties shall endeavor to adopt a mutually agreeable follow-up plan, in the  
22 absence of a mutually agreed plan, the parties shall have a check in meeting within 30 days of  
23 the original meeting.
- 24 • The employee may request that another Teamster or shop steward from their division be  
25 involved in the process.
- 26 • The goal of the workload review is to assess supervisory workloads with the objectives of  
27 making the assignments as balanced and sustainable as possible, as appropriately resourced as  
28 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.

1 **ARTICLE 8: EXECUTIVE LEAVE**

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

5 **ARTICLE 9: VACATIONS**

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

8 **Section 9.1.** Employees shall accrue vacation leave based on the following schedule. This  
9 benefit shall be administered in a manner consistent with the King County Personnel Guidelines, as  
10 amended except as provided below.

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

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**Public Defense Attorney - Supervisors**

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

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

<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>
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

**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

1 six (6) months of County service in a paid leave eligible position up to the applicable vacation accrual  
2 cap. Payment shall be the accrued vacation leave multiplied by the employee’s rate of pay in effect  
3 upon the date of leaving County employment less mandatory withholdings. If an employee leaves  
4 prior to successful completion of the six months of County service, he or she shall forfeit and not be  
5 paid for accrued vacation leave.

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

10 **ARTICLE 10: PAID SICK LEAVE**

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

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

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

17 **Section 11.1.** The 2021-2024 wages for employees in the bargaining unit are set forth in  
18 Addendum A of this agreement.

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

20 If during the life of this CBA, the King County Deputy Prosecuting Attorneys receive an  
21 increase to their wage table, wages for the Department of Public Defense Managers Unit may be re-  
22 opened.

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

24 **A. Supervisor levels.** There will be two (2) supervisor levels: Supervisor, steps 1-  
25 22, and Managing Attorney Preparation Program (MAPP) Supervisor, steps 23-27.

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

1                   **C. Public Defense Attorney Supervisor Step Progression.** All attorney supervisors  
2 and MAPP supervisors shall advance a single step per year on the most recent anniversary date of the  
3 employee's promotion to Supervisor or MAPP Supervisor. Steps six (6) and eleven (11) shall be  
4 skipped for purposes of step progression, but may be used for initial step placement or discretionary  
5 step advancement described below.

6                   The employer shall have sole and unfettered discretion for initial step placement, subject to  
7 the minimums in 13.3 B. The exercise or non-exercise of this discretion shall not be subject to  
8 grievance.

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

10                  Employees shall receive within-range increases from step one (1) to step two (2) upon  
11 satisfactory completion of the probationary period, provided the employee was hired at step one (1).  
12 Thereafter, an employee shall receive a step increase annually on the employee's adjusted service  
13 date. In no event shall a non-Attorney employee receive pay in excess of step ten (10) of their salary  
14 range.

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

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

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

26                  **C. Selection process:** The selection process shall be similar to a job recruitment and shall  
27 consist of an application, an interview process that may include more than one round of interviews,  
28 and reference checks. In the event that no applicant is selected, the employer shall fill the position

1 with a special duty assignment, which may include extending a MAPP Supervisor that has completed  
2 a two-year rotation, to last no longer than six (6) months and re-run the selection process to conclude  
3 no later than the end of the extension/special duty assignment. There shall be no prohibition  
4 upon successive assignments to the MAPP program for any employee who has previously  
5 participated in the program.

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

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

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

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

23 **ARTICLE 12: TRAINING FUNDING**

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

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

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

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

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

10 F. At any time, the Union may request that DPD discuss the training needs of employees in  
11 the Department of Public Defense, as well as issues of equitable distribution of training funds, the  
12 focus of in-house training programs, and any other topics on the subject of training and professional  
13 development.

14 **ARTICLE 13: LABOR-MANAGEMENT COMMITTEE**

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

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

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

25 Definitions:

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

27 Seniority within the Bargaining Unit shall be based on length of paid employment as a  
28 supervisor plus one half the length of the time spent in a non-supervisory position. This shall include

1 all employment in the King County Department of Public Defense and one or more of the  
2 predecessor public defense agencies, including employment in the King County Office of Public  
3 Defense, regardless of whether or not the employment was continuous. If two or more individuals  
4 have an equal length of employment, seniority shall be determined by the length of time in a  
5 supervisory position.

6 **Section 14.1. Pre-Layoff Meeting.** The parties agree that retaining the most qualified public  
7 defenders and public defender supervisors is in the best interests of a robust and high-quality public  
8 defense representation for indigent defendants. The parties acknowledge that the employees  
9 occupying public defender supervisor positions are highly experienced and valued members of DPD  
10 who possess years of experience as public defenders and that a layoff that results in the loss of such  
11 an employee from public defense ordinarily should be avoided if possible. Upon request, the County  
12 must identify specific and articulable reasons why voluntary demotion will not be permitted for a  
13 specific employee.

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

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

1 set of the employee, and the contributions the employee has made to public defense.

2 An employee who has been identified for a layoff who has occupied their career service  
3 public defender supervisor position for less than three (3) years and previously held a non-supervisor  
4 public defender position in DPD has the right to voluntarily demote in lieu of layoff. All other  
5 Bargaining Unit members may request voluntary demotion in lieu of being laid off, pursuant to the  
6 pre-layoff meeting between the parties, as described above.

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

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

13 **Section 14.5. Placement.** The County shall attempt to place all employees scheduled for  
14 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the  
15 County. Employees may access King County Career Support Services (CSS) as applicable under the  
16 CSS program. The County shall adhere to the procedures to the County's Workforce Management  
17 Plan, as amended, except as otherwise provided in this Agreement, regarding the placement of laid  
18 off employees to positions within the bargaining unit.

19 **Section 14.6. Laid Off Employees Recall List.**

20 **14.6.1. COBRA ELIGIBILITY.** All laid-off employees may continue to be enrolled  
21 in medical and dental insurance programs pursuant to COBRA by paying the cost of continuing these  
22 benefits, as required by law.

23 **14.6.2. Divisional Recall Lists.** Each Division shall maintain a Recall List, by  
24 seniority in classification, of all laid off employees. Laid off employees shall maintain their  
25 placement on the seniority list for recall for a period of two (2) years from the effective date of the  
26 layoff unless recalled. An employee retains their recall rights even if the employee accepts another  
27 classification or temporary position with the County. 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.

**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 issues.

1                   **14.6.7. Recall for Temporary Work.** The County will offer to use bargaining unit  
2 members, in order of seniority, who are on the recall list to fill temporary positions performing  
3 bargaining unit work in their classification series before employing anyone else, provided the  
4 employee is qualified to perform the work, unless doing so is not manageable in the view of DPD  
5 because of conflict of interest issues. An employee on the recall list who is offered temporary work  
6 may decline the temporary work without jeopardizing their recall rights under this section.

7                   **14.6.8. Reinstatement of Leave Accrual and Sick Leave Balance.** An employee  
8 recalled within two (2) years from the time of layoff will have their vacation leave accrual rate and  
9 any forfeited sick leave accruals restored.

10                  **14.7. Layoff Reopener.** In the event of a catastrophic change in circumstances (e.g., loss of  
11 an entire practice area such as Seattle Municipal Court or special commitment cases), the issue of  
12 Reduction in Force may be reopened for bargaining at the request of either party. In the event that no  
13 changes are agreed to, the existing contract language shall continue to be binding on the parties.

14                  **ARTICLE 15: DISPUTE RESOLUTION PROCEDURE**

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

17                  **Section 15.1.** Certification of Appointed Counsel of Compliance with Standards Required by  
18 CrR 3.1 / CrRLJ 3.1 / JuCR.

19                  **Section 15.2.** All Attorneys who are required to sign a certificate of appointed counsel must  
20 do so unless there is good cause not to. An attorney who refuses to sign a certification of appointed  
21 counsel shall be required to engage in an interactive process with management to understand,  
22 address, and remedy the basis for the refusal to sign.

23                  **Section 15.3. Notice of Rights.** When the Employer seeks to meet with an Employee and  
24 that meeting might lead to disciplinary action, the employee shall have the right to request the  
25 presence of a Union representative and to be informed of the specific circumstances/issues underlying  
26 the possible disciplinary action, if known at the time. If the employee requests the presence of a  
27 Union representative, the Employer shall postpone the meeting with the employee for a reasonable  
28 period of time to obtain a Union representative’s presence, unless there are exigent circumstances.

1 Prior to the imposition of discipline, except in an emergency, the employee shall have a reasonable  
2 opportunity to respond to the allegation, which may be at the initial meeting.

3 **Section 15.4. Maintaining Client Confidences and Privileged Information.** The parties  
4 acknowledge that grievances filed under this dispute resolution procedure may involve information or  
5 materials that are subject to the attorney-client privilege, work product doctrine, or other protections  
6 provided by the rules of professional conduct or by statutory or constitutional provisions. In the  
7 event either party at any time wishes to present such information, after consultation between the  
8 parties, the managing attorney for the law office or designee shall provide for the information to be  
9 presented while not improperly disclosing client confidences and/or otherwise privileged information.

10  
11  
12 For The International Brotherhood of Teamsters Local 117:

13 DocuSigned by:  
14   
15 7AD5B391B59D41E...  
16 John Scarcy  
17 Secretary-Treasurer

18 For King County:

19 DocuSigned by:  
20   
21 Sasha P. Alessi  
22 Labor Manager  
23 Office of Labor Relations

**cba Code: 465**

**ADDENDUM A – WAGES  
STAFF**

**Union Code: AD2**

<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
2810300	281405	Administrator III	63
<u>6130200</u>	<u>635201</u>	<u>Paralegal Supervisor</u>	<u>52</u>
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	59
3119200	314201	Public Defense Mitigation Specialist Supervisor	65

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

1 cba Code: 465

2 **ADDENDUM B – WAGES**  
**SUPERVISORS AND MANAGERS**

Union Code: AD1

3 PeopleSoft Job Code	Job Class Code
4 641301	6140300

6 **Classification Title: Public Defense Attorney - Supervisor Level 1**

	2021: 1.5% GWI		2022: 3% GWI		2023: 4% GWI		2024: 4% GWI	
	Annual:	Hourly:	Annual:	Hourly:	Annual:	Hourly:	Annual:	Hourly:
7 Step 1	\$129,216	\$62.1231	\$133,093	\$63.9868	\$138,416	\$66.5463	\$143,953	\$69.2082
8 Step 2	\$130,832	\$62.9002	\$134,757	\$64.7872	\$140,148	\$67.3787	\$145,754	\$70.0738
9 Step 3	\$132,467	\$63.6859	\$136,441	\$65.5965	\$141,898	\$68.2204	\$147,574	\$70.9492
10 Step 4	\$134,121	\$64.4813	\$138,145	\$66.4157	\$143,670	\$69.0723	\$149,417	\$71.8352
11 Step 5	\$135,799	\$65.2879	\$139,873	\$67.2465	\$145,468	\$69.9364	\$151,287	\$72.7339
12 Step 6	\$137,497	\$66.1041	\$141,621	\$68.0872	\$147,286	\$70.8107	\$153,178	\$73.6431
13 Step 7	\$139,214	\$66.9300	\$143,391	\$68.9379	\$149,126	\$71.6954	\$155,091	\$74.5632
14 Step 8	\$140,954	\$67.7663	\$145,183	\$69.7993	\$150,990	\$72.5913	\$157,030	\$75.4950
15 Step 9	\$142,716	\$68.6136	\$146,998	\$70.6720	\$152,878	\$73.4989	\$158,993	\$76.4389
16 Step 10	\$144,500	\$69.4713	\$148,835	\$71.5554	\$154,789	\$74.4176	\$160,980	\$77.3943
17 Step 11	\$146,306	\$70.3392	\$150,695	\$72.4494	\$156,723	\$75.3474	\$162,992	\$78.3613
18 Step 12	\$148,136	\$71.2192	\$152,580	\$73.3558	\$158,683	\$76.2900	\$165,031	\$79.3416
19 Step 13	\$149,988	\$72.1096	\$154,488	\$74.2729	\$160,667	\$77.2438	\$167,094	\$80.3336
20 Step 14	\$151,863	\$73.0109	\$156,418	\$75.2012	\$162,675	\$78.2092	\$169,182	\$81.3376
21 Step 15	\$153,761	\$73.9235	\$158,374	\$76.1412	\$164,709	\$79.1868	\$171,297	\$82.3543
22 Step 16	\$155,683	\$74.8477	\$160,354	\$77.0931	\$166,768	\$80.1768	\$173,439	\$83.3839
23 Step 17	\$157,629	\$75.7832	\$162,358	\$78.0567	\$168,852	\$81.1790	\$175,606	\$84.4262
24 Step 18	\$159,599	\$76.7305	\$164,387	\$79.0324	\$170,963	\$82.1937	\$177,801	\$85.4814
25 Step 19	\$161,595	\$77.6898	\$166,443	\$80.0205	\$173,100	\$83.2213	\$180,024	\$86.5502
26 Step 20	\$163,614	\$78.6608	\$168,523	\$81.0206	\$175,264	\$84.2614	\$182,274	\$87.6319
27 Step 21	\$165,659	\$79.6436	\$170,628	\$82.0329	\$177,454	\$85.3142	\$184,552	\$88.7268
28 Step 22	\$167,729	\$80.6391	\$172,761	\$83.0583	\$179,672	\$86.3806	\$186,858	\$89.8358
<b>MAPP Supervisor</b>								
Step 23	\$176,116	\$84.6713	\$181,400	\$87.2114	\$188,656	\$90.6999	\$196,202	\$94.3279
Step 24	\$178,318	\$85.7298	\$183,668	\$88.3017	\$191,014	\$91.8338	\$198,655	\$95.5072
Step 25	\$180,547	\$86.8015	\$185,963	\$89.4055	\$193,402	\$92.9817	\$201,138	\$96.7010
Step 26	\$182,804	\$87.8866	\$188,288	\$90.5232	\$195,820	\$94.1441	\$203,653	\$97.9099
Step 27	\$185,089	\$88.9849	\$190,641	\$91.6544	\$198,267	\$95.3206	\$206,197	\$99.1334

**Certificate Of Completion**

Envelope Id: 1776EFE6475241698D42E140CBB70B28	Status: Completed
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Source Envelope:	
Document Pages: 21	Signatures: 2
Certificate Pages: 5	Initials: 0
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Enveloped Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23


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7/11/2022 2:12:15 PM	carolyn.coleman@kingcounty.gov	
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 docusign@teamsters117.org  
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Accepted: 7/14/2022 8:57:27 AM  
 ID: a02a18e6-9de5-4857-bad9-ab15b2b412de

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 Sasha.Alessi@kingcounty.gov  
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 Signed: 7/14/2022 9:08:59 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/11/2022 2:13:23 PM
Certified Delivered	Security Checked	7/14/2022 9:08:38 AM
Signing Complete	Security Checked	7/14/2022 9:08:59 AM
Completed	Security Checked	7/14/2022 9:08:59 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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