

**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	

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.

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 Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
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