

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

January 26, 2016

Ordinance 18225

	Sponsors Lambert and Dembowski
1	AN ORDINANCE approving and adopting the collective
2	bargaining agreement negotiated by and between King
3	County and Service Employees International Union, Local
4	925 (Department of Public Defense) representing
5	employees in the department of public defense; and
6	establishing the effective date of said agreement.
7.	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
8	SECTION 1. The collective bargaining agreement negotiated by and between
9	King County and Service Employees International Union, Local 925 (Department of
10	Public Defense) representing employees in the department of public defense, which is
11	Attachment A to this ordinance, is hereby approved and adopted by this reference made a
12	part hereof.

13 <u>SECTION 2.</u> Terms and conditions of said agreement shall be effective from

January 1, 2015, through and including December 31, 2017.

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Ordinance 18225 was introduced on 1/11/2016 and passed by the Metropolitan King County Council on 1/25/2016, by the following vote:

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

No: 0 Excused: 0

> KING COUNTY COUNCIL KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this day of Languer, 2016

Dow Constantine, County Executive

Attachments: A. Agreement between King County and Service Employee International Union, Local 925 Department of Public Defense

AGREEMENT BETWEEN 1 KING COUNTY AND 2 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925 DEPARTMENT OF PUBLIC DEFENSE 3 January 1, 2015 - December 31, 2017 PURPOSE......1 4 ARTICLE 1: UNION RECOGNITION2 2: ARTICLE 5 RIGHTS OF MANAGEMENT3 ARTICLE 3: HOLIDAYS4 **ARTICLE** 4: 6 VACATIONS5 **ARTICLE** 5: PAID SICK LEAVE......8 7 **ARTICLE** 6: WORK STOPPAGES LOCK OUTS AND EMPLOYER PROTECTION10 ARTICLE 7: 8 MISCELLANEOUS LEAVES10 **ARTICLE** 8: **ARTICLE** EMPLOYEE RIGHTS AND UNION PRIVILEGES......11 9: 9 MEDICAL, DENTAL AND LIFE INSURANCE......13 ARTICLE 10: DISPUTE RESOLUTION PROCEDURE14 ARTICLE 11: 10 WORK OUTSIDE OF CLASSIFICATION.....18 ARTICLE 12: PROMOTIONAL OPPORTUNITIES AND TRANSFERS18 ARTICLE 13: 11 ATTORNEY ROTATIONS AND TRANSFERS.....19 ARTICLE 14: 12 CONTRACTING OUT......21 ARTICLE 15: HOURS OF WORK AND OVERTIME21 ARTICLE 16: 13 CASE ASSIGNMENT WHILE ON LEAVE......22 ARTICLE 17: ATTORNEY EXECUTIVE LEAVE23 ARTICLE 18: 14 ARTICLE 19: MISCELLANEOUS23 REDUCTIONS IN FORCE/LAYOFFS/SENIORITY24 15 ARTICLE 20: TRAINING FUNDING27 ARTICLE 21: 16 BILINGUAL PREMIUM PAY28 ARTICLE 22: TRANSPORTATION BENEFITS28 ARTICLE 23: 17 CASELOAD STANDARDS28 ARTICLE 24: PROBATIONARY PERIODS......30 ARTICLE 25: 18 WAGE RATES AND COLAS......31 ARTICLE 26: 19 ARTICLE 27: PROFESSIONAL RESPONSIBILITY......37 ACCESS TO LEGAL RESEARCH MATERIALS38 ARTICLE 28: 20 ARTICLE 29: MALPRACTICE INSURANCE, DUTY TO DEFEND, AND INDEMNIFICATION......38 21 COUNTY TO INSURE AND DEFEND IN CONTEMPT AND DISCIPLINARY ARTICLE 30: PROCEEDINGS......39 22 LABOR-MANAGEMENT......39 ARTICLE 31: SAVINGS CLAUSE......39 23 ARTICLE 32: DURATION AND REOPENER41 ARTICLE 33: 24 ADDENDUM A: WAGES - STAFF ADDENDUM A: WAGES - PUBLIC DEFENSE ATTORNEY 1 25 MEMORANDA OF AGREEMENTS: ORIGINAL OFFICE OF PUBLIC DEFENSE EMPLOYEES 26 STEP PLACEMENT FOR ALL NEWLY CLASSIFIED EMPLOYEES IN THE 27 DEPARTMENT OF PUBLIC DEFENSE REPRESENTED BY SEIU, LOCAL 925 INITIAL PLACEMENT OF SENIORS 28

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AGREEMENT BETWEEN

KING COUNTY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925 DEPARTMENT OF PUBLIC DEFENSE

January 1, 2015 - December 31, 2017

PREAMBLE

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

INTRODUCTION

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

The Parties agree that providing adequate staff and resources such that attorneys and staff are able to provide Department of Public Defense ("DPD") clients with high quality representation, and compensating DPD employees in parity with employees occupying similar positions in the King County Prosecuting Attorney's Office are essential to the mission of DPD.

ARTICLE 1: PURPOSE

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

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

ARTICLE 2: UNION RECOGNITION

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

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

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

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

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

that such payment has been made.

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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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: HOLIDAYS

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

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

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

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

ARTICLE 5: VACATIONS

Section 5.1. Employees shall accrue vacation leave based on the following schedule consistent with King County Code section 3.12.190, as amended. This benefit shall be administered in a manner consistent with the King County Personnel Guidelines, as amended except as provided below.

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

Public Defender 1 Attorneys:

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

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All employees other than those Classified as Public Defender 1:

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	2	000 thru 024	0.0462 X Basis Hours	12
3	3	025 thru 036	0.0500 X Basis Hours	13
4	5	037 thru 60	0.0577 X Basis Hours	15
6	6	61 thru 72	0.0615 X Basis Hours	16
7	8	73 thru 96	0.0654 X Basis Hours	17
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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 5.2. 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 5.3. Vacation Donation. Vacation time may voluntarily be donated to fellow King County employees in need, pursuant to King County Code 3.12.223, as amended.

Section 5.4. 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 he or she shall present to the County on the first day of injury or illness, or as soon as practicable thereafter, a treating doctor's statement or other acceptable proof of injury or illness.

Section 5.5. 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 480 hours maximum. 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, he or she shall forfeit and not be paid for accrued vacation leave.

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

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

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

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

ARTICLE 6: PAID SICK LEAVE

Section 6.1. Accrual Rates. Employees shall be eligible for paid sick leave consistent with King County Code Section 3.12.220, as amended. This benefit shall be administered in a manner consistent with the King County Personnel Guidelines, as amended. For illustrative purposes, County currently grants paid sick leave as follows:

The hourly rates are for informational purposes only, and shall not be construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit eligible employees shall accrue sick leave benefits at the rate equal to .04616 hours for each hour on regular pay status, exclusive of overtime. Employees shall accrue sick leave from their date of hire in a leave eligible position. Employees may not use sick leave that is not previously accrued.

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

Section 6.2. Flex Time for Medical Appointments. With advance approval from the employee's supervisor an FLSA non-exempt employee may within the same work week make up no

more than two (2) hours of time lost due to medical appointments. No more than one-half (1/2) hour of a one (1) hour lunch break may be made up from a lunch period in any one day, and no break time may be utilized for this purpose. The decision to approve or deny this request shall not be subject to grievance.

Section 6.3. Permissible Uses of Sick Leave. Sick leave shall be used for the following reasons:

- 1. The employee's bona fide illness or incapacitating injury;
- 2. The employee's exposure to contagious diseases and resulting quarantine;
- 3. An employee's temporary disability caused by or contributed to by pregnancy and childbirth;
 - 4. The employee's medical or dental appointments;
- 5. To care for the employee's child if the child has an illness or health condition which requires treatment or supervision by the employee. The definition of child shall be as defined in King County Code 3.12 et seq, as amended, or:
- **6.** Pursuant to King County 3.12.220, as amended, and as administered in the King County Personnel Guidelines, as amended.
- 7. Employees may use up to three days of sick leave each year to allow employees to perform volunteer services at the school attended by the employee's child.
- **6.4.** Pay upon Separation A leave eligible employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

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

ARTICLE 7: WORK STOPPAGES LOCK OUTS AND EMPLOYER PROTECTION

- **7.1. Public Interest.** The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- **7.2. No Lock Out.** The County agrees not to lock out employees covered under this Agreement.
- 7.3. No Work Stoppage. The Union shall not cause or condone any DPD 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 by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred; 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 of its 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 Union employees 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: to discipline in accordance with Article 11, Dispute Resolution Procedure.
 - 1. Discharge
- Suspension or other disciplinary action as may be applicable to such employee.

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

ARTICLE 8: MISCELLANEOUS LEAVES

Other forms of paid leave shall be granted and administered per the terms of King County

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Code section 3.12, et. Seq., and the King County Personnel Guidelines, both as amended, except as provided in this section. For illustrative purposes, these types of leave include, but are not limited to, military leave, King County family medical leave, jury duty leave, and organ donor leave.

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

Section 8.1. Bereavement Leave.

- A. Employees eligible for leave benefits shall be entitled to three (3) working days of bereavement leave per qualifying death of a member of the employee's immediate family.
- **B.** Employees who have exhausted their bereavement leave shall be entitled to use up to three (3) days of sick leave for each instance of a qualifying death of a member of the employee's immediate family.
- C. In cases of a qualifying death of a member of the employee's immediate family where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.
- **D.** In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged.
- E. Immediate Family member is defined pursuant to King County Code 3.12.010 FF, as amended. The current definition of "Immediate family" means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner, or child for whom the employee is a primary caregiver.
- Section 8.2. Subpoena Leave. An employee subpoenaed to testify or appear in a matter as a witness in court or administrative hearing or deposition on which that employee has been assigned to as part of their regular employment shall be paid as part of their regular employment.

ARTICLE 9: EMPLOYEE RIGHTS AND UNION PRIVILEGES

Section 9.1. Non-Discrimination. The Employer and/or the Union shall not discriminate against any employee because of race, color, creed, religion, religious affiliation, national origin, age (except by minimum age and retirement provisions), sex, marital status, sexual orientation, gender

identity or expression, honorably discharged veteran, military status, Union membership, or any disability.

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

- Section 9.2. Union Activities. The Employer agrees that on its premises, Union representatives designated in advance as authorized to represent the Union, shall be allowed to:
- A. The Employer agrees to permit the Union board and members reasonable use of the County's electronic mail system to communicate regarding official Union business. Such communication shall comply with the County and Department of Public Defense's policies on E-mail and Internet Use and Computer and Network Use;
- **B.** Attend negotiation meetings with the employer on paid time, provided that if the number of employees attending negotiation meetings is more than two, such number of employees must be mutually agreed in advance;
- C. Submit communications authorized by the Union or its officers to the King County Public Defender or his/her designee;
- **D.** Designated Union representatives shall be permitted a reasonable amount of onduty time to conduct grievance resolution; and
- E. Visit the worksite locations of employees covered by this Agreement for the purpose of conducting union business; provided that the representatives notify the Employer or his designee of their presence and do not interfere with employees in the performance of their duties. This section shall not apply to access to Department of Adult and Juvenile Detention facilities.
- Section 9.3. Bargaining Unit List. The employer also agrees to provide the Union with notice of new employee hires within five (5) working days of commencement of employment. The Employer will provide to new employees a union member card, information regarding union membership, and a list of shop stewards as provided by the Union.

Upon request once per quarter, the Employer will provide to the Union a listing of all employees covered by this Agreement. Such list shall include name, address, classification, rate of

pay, hours of work, and other data as mutually agreed.

Section 9.4. Union Bulletin Board. The County agrees to permit the Union to post on designated County bulletin boards any Union material, provided there is sufficient space beyond what is required by the County for "normal" operations. If sufficient space is not available on County boards or in areas where County boards are not available, the Union may provide one with location of same to be determined through mutual agreement of the Union and the Employer.

Section 9.5. Union Information in Mailboxes. With prior approval, the Employer agrees that reasonable amounts of union information may be distributed to the mailboxes of represented employees.

Section 9.6. Shop Stewards. The Union shall have the right to appoint stewards. Stewards shall be appointed by Division. The Department shall be furnished with the names of stewards so appointed. The parties agree that the requirements of the attorney-client privilege, work product doctrine, or other protections provided by the rules of professional conduct may supersede a steward's ability to work with or otherwise assist bargaining unit members that are not in the same division as the steward. Shop stewards shall have reasonable time during regular working hours for the formal investigation of alleged violations of this Agreement and for processing grievances. Grievants with whom the steward(s) must meet for the formal investigation and processing of grievances shall be allowed reasonable time during regular working hours for these purposes; provided that the orderly process of the Employer's business shall not be disrupted. Employees, stewards, and other Union representatives will be unimpeded and free from restraint, interference, coercion, discrimination and reprisal in the investigation and processing of grievances, or otherwise seeking enforcement of this agreement.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

- 1. Employees shall receive medical, dental, and vision benefits pursuant to the agreement reached by the Joint Labor Management Insurance Committee. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor Management Insurance Committee.
 - 2. If the Coalition of Unions, pursuant to "Total Compensation" bargaining agree to terms

regarding short-term disability insurance before the expiration of this Agreement, the parties agree to reopen this article for the purpose of making this bargaining unit an early adopter of that agreement.

ARTICLE 11: DISPUTE RESOLUTION PROCEDURE

Section 11.1. Just Cause. In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive, where appropriate. The County shall follow the principle of progressive discipline. Corrective measures shall be consistent with County policies and procedures.

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

Section 11.2. Certification of Appointed Counsel of Compliance with Standards

Required by CrR 3.1 / CrRLJ 3.1 / JuCR 9.2. 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 11.3. Notice of 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. 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 11.4. Discipline. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. Grievances of verbal reprimands cannot be submitted beyond Step 4 of this grievance procedure.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination

or reprisal in seeking adjudication of their grievance(s).

Section 11.4.1. **Definition.** Grievance - An allegation of a violation or misapplication of rights, benefits, or conditions of employment as contained in this Agreement.

Section 11.4.2. Mediation. In an effort to resolve matters outside of the formal grievance-arbitration process, by mutual agreement, the parties are encouraged to refer any matter to mediation. The parties will attempt to conclude mediation within 21 calendar days of the decision to mediate. If a resolution is not reached in mediation, the parties may resume the grievance and arbitration process at the appropriate step.

Section 11.4.3. Election of Remedies. An employee who is covered by this Agreement has access to either the grievance procedure herein, or the grievance procedure contained in the King County Personnel Guidelines, as amended. Selection of one procedure will preclude access to the other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedures set forth in this article. The employee's selection is irrevocable.

Section 11.4.4. Procedure.

Step 1. A grievance shall be presented in writing to the employee's immediate supervisor by the aggrieved employee(s), or by a union representative, within fourteen (14) calendar days of the occurrence of such grievance or when the employee/union should reasonably have become aware of the occurrence of the grievance, whichever is later. The grievance shall specify the article and section of the collective bargaining agreement that has allegedly been violated. The Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee, and the union, of his or her decision within fourteen (14) calendar days of the filing of the grievance. If a grievance is not pursued to the next higher level within fourteen (14) calendar days of presentation of the Supervisor's response, it shall be resolved.

Step 2. If, after thorough discussion with the Supervisor, the decision of the Supervisor has not resolved the grievance to the satisfaction of the parties, the grievance may be presented by the Union to the appropriate Division Director or designee. All letters, memoranda, and other written materials related to the grievance shall be made available for review and consideration by the Division Director or designee. The parties shall provide to one another any additional related

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evidence which may be deemed pertinent to the grievance. At the request of the Grievant, the Union, or the Division Director or designee, a meeting of the parties shall be held for purposes of investigating and attempted resolution of the grievance. The Division Director or designee shall make a written decision notifying the employee, a copy of which shall be sent to the Union, within fourteen (14) calendar days of advancement of the grievance to step two or within fourteen (14) calendar days of a requested meeting, whichever is later. If the grievance is not pursued to the next higher level within fourteen (14) calendar days of receipt of the Division Director or designee's response, it shall be resolved.

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

Step 4. If, after thorough evaluation, the decision of the King County Public Defender or his or her designee has not resolved the grievance to the satisfaction of the parties, the grievance may be presented by the Union to the Director of the Office of Labor Relations (OLR) or designee. All letters memoranda, and other written materials related to the grievance shall be made available for review and consideration of the Director or designee. The parties shall provide to one another any additional related evidence which may be deemed pertinent to the grievance. The Director or designee will meet with the employee(s) who presented the grievance and the Union representative, if requested by either party. The Director or designee shall render a decision within fourteen (14)

calendar days of the meeting or advancement of the Grievance to step four (4), whichever is later. If the grievance is not pursued to the next higher level within fourteen (14) calendar days of receipt of the Director or designee's response, it shall be resolved.

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

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

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

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

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

Section 11.4.5. Time Limit Waiver. The time limits set forth herein may be extended upon written consent of both parties. Unless a written extension has been granted: the failure of the Union to pursue the grievance to the appropriate step within the time limits set forth herein shall resolve the

matter and the grievance shall proceed no further, the failure of the County to render a step-decision in the proscribed time limits shall start the time period for the Union to advancement of the grievance to the next step. A grievance may be filed at any step that is mutually agreed upon in writing by the County and the Union. The Union and County may agree in writing to waive any of the above steps.

Section 11.4.6. 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.

Section 11.4.7. Not subject to grievance. The preamble and introduction of this Agreement shall not be subject to grievance.

ARTICLE 12: WORK OUTSIDE OF CLASSIFICATION

Section 12.1. Assignment to Special Duty. Assignment to special duty shall be pursuant to King County Code 3.15.140 as amended.

Section 12.2. Request for Special Duty. If there has been a gradual accretion of or a significant change to duties that are outside of a career service employee's classification over a period of 45 days, upon notice the employer shall either relieve the employee of the duties outside of his or her classification or shall place the employee in a special duty assignment and pay grade that accurately reflects those duties.

ARTICLE 13: PROMOTIONAL OPPORTUNITIES AND TRANSFERS

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

- A. Periodically review hiring testing procedures with the Labor-Management Committee to ensure they are fair and equitable.
- B. Develop, in cooperation with the Labor-Management Committee, a process for informing unsuccessful bargaining unit member applicants of the steps that these applicants can take

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to attempt to enhance their promotional opportunities.

ARTICLE 14: ATTORNEY ROTATIONS AND TRANSFERS

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

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

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

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

C. The written request for transfer should specify the name of the attorney, the length of time the attorney has served in his or her current unit and in prior units, and any other relevant facts that

should be considered when management decides where to place the rotating attorney. An attorney who requests to rotate to a new unit may also list a preference to rotate to a particular unit or units. Such preferences shall be considered in transfer decisions.

- D. When filling vacancies or new positions, DPD shall first consider volunteers who have asked to be transferred into or indicated interest, pursuant to paragraph B above, in the open position. If DPD determines for articulable reasons that volunteers should not be assigned to the open position due to client interests, professional development needs of the volunteers or of other lawyers, or due to other management considerations or if there are not volunteers, DPD may require other attorney(s) to leave their current unit(s). Managers will consult with attorneys being considered for transfer to learn whether there are particular considerations that would make the transfer an unusual hardship at that time. DPD will avoid transferring an attorney involuntarily more than once in a five (5) year period, without articulable reasons for doing so.
- E. Ordinarily, in the interests of clients and attorneys, attorneys will not be transferred to a new unit less than 12 months after being placed in his or her current unit absent mutual agreement. This section does not apply to administrative transfers due to exigent circumstances.
- F. Whenever practicable, the departing attorney and the incoming attorney will be given a period of overlap to facilitate an orderly caseload transition. Ordinarily an attorney shall not be assigned any case that is set for trial within 14 days of assignment to the new unit. DPD shall consider the impact of transferred caseloads on workload capacity of attorneys on a case by case basis, and supervisors will meet with attorneys who have transferred into their division to discuss what if any accommodation is being made for the impact of the transfer.
- G. Upon request, if an attorney is not transferred to an open position to which she or he had asked to be assigned, the manager who made the transfer decision shall explain the reason the attorney was not transferred, if it pertains to the situation, preparation or skills of that attorney, and shall discuss with that attorney possible strategies for addressing those issues such that the desired transfer might be possible in the future. This shall not obligate DPD or any manager to provide reasons for transfer decisions that do not pertain to the inquiring lawyer.
 - H. The decision to transfer an attorney shall not be subject to grievance, but failure to follow

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

ARTICLE 15: CONTRACTING OUT

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

ARTICLE 16: HOURS OF WORK AND OVERTIME

Section 16.1. 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 16.2. Breaks. Employees shall be granted an unpaid meal period of no less than 30 minutes for each five hours worked and a paid rest period of 15 minutes for each four hours worked. Meal and rest periods shall be administered pursuant to the King County Personnel Guidelines, as amended. An employee may elect, with the agreement of his or her supervisor, to take his or her 15 minute breaks incrementally, so long as the total is 15 minutes during the first four hours and 15 minutes during the second four hours.

Section 16.3. Overtime. FLSA non-exempt employees shall be eligible for overtime pay. All work performed by an FLSA non-exempt employee over forty hours in any FLSA workweek shall be paid at the overtime rate in accordance with the FLSA.

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

An employee may request compensatory time in lieu of overtime pay. Approval to accrue compensatory time in lieu of overtime pay is at the discretion of management. Such requests shall be

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made prior to submission of employee time sheets. Administration of compensatory time shall be in accordance with the Personnel Guidelines, as amended.

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

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

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

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

Pursuant to the management rights clause, Employees may be assigned to alternative work schedules to meet the operational needs of the department. No employee's regular schedule shall be changed without two weeks' advance notice, except in exigent circumstances.

ARTICLE 17: CASE ASSIGNMENT WHILE ON LEAVE

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

An attorney taking three (3) or more consecutive days of leave shall not receive any case

assignment while on leave with a hearing scheduled on the day of his or her return from leave unless the hearing can be handled by another attorney.

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

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

ARTICLE 18: ATTORNEY EXECUTIVE LEAVE

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

Section 18.1. Each FLSA exempt employee will be granted a minimum of four (4) days of executive leave annually, prorated for employment that begins at a time other than the beginning of the year or for temporary assignments that are anticipated to last less than a full calendar year. In addition to these four days of executive leave, exempt employees may be granted up to 6 additional days of executive leave in recognition of excess work or performance expectations.

Section 18.2. No more than 10 days of executive leave will be granted in any calendar year. The mandatory executive leave award will appear no later than the Employee's paycheck resulting from the first full pay period in January or the paycheck resulting from the first full pay period in an eligible position. Executive leave must be used in the payroll year granted and cannot be carried into the next payroll year or cashed out. No executive leave will be paid in cash except in the event of an Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

ARTICLE 19: MISCELLANEOUS

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

Section 19.2. Professional Affiliations. King County shall directly pay for public defenders'

Washington State bar dues as well as their membership in the Washington Defender Association.

Additionally, King County shall reimburse all other employees for all professional licensing fees that are required to hold their positions with King County.

Section 19.3. Personnel Records. Upon receiving a formal request under the Public Disclosure Act, RCW 42.56, for any records related to an employee, including, but not limited to all or part of a personnel file, the affected employee shall be notified of the request. The employee shall be given three (3) working days to provide any reason for not releasing the requested documents. If the Employer concludes that the documents should not be released, it will not release the documents and will defend such failure to release in court, if necessary. If the Employer concludes the documents should be released, it will so notify the affected employee. If no order preventing release of the records is received within fourteen (14) calendar days from the employer notifying the employee of the decision to release the document, the employer will release the records.

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

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

ARTICLE 20: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY

Section 20.1. Pre-Layoff Meeting. When the need for a reduction in force/layoff is anticipated, the County and the Union shall meet a minimum of ninety (90) days prior to the anticipated reduction in force and jointly endeavor to find ways to minimize, or eliminate, the need for involuntary layoff(s). Ways to minimize, or eliminate the need for involuntary layoff(s) may include, but are not limited to, seeking volunteers for layoff, job sharing, and other alternative work schedules, seeking volunteers for leaves of absence, offering early retirement, and cost saving measures. The parties shall discuss eligibility for unemployment benefits for any employees that volunteer for unemployment.

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

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

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

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

Section 20.6. Laid Off Employees Recall List.

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

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

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County.

A. Recall of Public Defender 1 Classified Employees

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

B. 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.

- 20.6.3. 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.
- 20.6.4. 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.
- **20.6.5.** The County will use bargaining unit employees, in order of seniority, who are on the recall list to fill temporary positions performing bargaining unit work in their classification series before employing anyone else, provided the employee is qualified to perform the work, unless doing

so is not manageable in the view of DPD because of conflict of interest issues. An employee on the recall list who is offered temporary work may decline the temporary work without jeopardizing his or her recall rights under this section.

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

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

ARTICLE 21: TRAINING FUNDING

- A. DPD shall provide (in house or otherwise) at no cost at least 15 credit hours approved for WSBA CLE credit of continuing education courses for attorneys in relevant subject areas every year.
- **B.** When an employee's supervisor has approved attendance at training during regular work hours, such time shall be paid work time.
- C. If the training is sought by the employee but is not approved by DPD as part of the employee's work, and if it occurs during regular work hours, supervisors may but are not required to authorize an adjusted schedule to avoid the employee needing to take paid leave to attend and/or travel to the training.
- **D.** DPD shall provide (in house or otherwise) at no cost to employees other than attorneys the amount of training and supervision necessary to maintain any professional licenses or qualifications required by DPD as a condition of their employment.
- **E.** DPD will make efforts to provide ongoing training needed for non-attorney staff to perform and excel at their jobs.
- F. At any time, the union may request that DPD discuss the training needs of employees in the Department of Public Defense, as well as issues of equitable distribution of training funds, the focus of in-house training programs, and any other topics on the subject of training and professional development.

ARTICLE 22: BILINGUAL PREMIUM PAY

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

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

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

ARTICLE 23: TRANSPORTATION BENEFITS

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

Employees may be authorized by their supervisor to use their private automobiles in lieu of a County vehicle and shall be reimbursed in accordance with King County Code 3.28.010 and 3.28.020, as amended. Reimbursement for mileage shall be consistent with County ordinance approved mileage rates for business-related travel and reimbursement for parking shall be the actual cost.

ARTICLE 24: CASELOAD STANDARDS

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

Section 24.2. Adherence to Caseload Standards. DPD will maintain caseload standards that, in the judgment of DPD, conform to applicable standards and requirements. Attorney case assignments will not exceed DPD's caseload standards except as provided in this paragraph. It is understood that hiring gaps, staffing changes and contract requirements with funding agencies may occasionally cause assignments in excess of DPD policy. When this occurs, DPD will work to return to DPD workload limits within three months. Additionally, assignments to attorneys may exceed DPD workload limits when that occurs by virtue of DPD awarding supplemental credit for additional work on a case/cases. In such a case, the attorney and his or her supervisor will discuss ways to return to the DPD caseload ceiling within a reasonable period, which may involve limiting supplemental credits in a particular case/cases.

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

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

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

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

A. Deadlines and workload expectations shall be assigned with the understanding that paraprofessional and clerical staff have a 40 hour work week with occasional overtime available to

position in DPD, excluding

complete all assigned tasks. On occasion, DPD business needs may require the assignment of more tasks or more complex tasks that can be completed before the aspirational deadline. When this occurs, supervisors will assist the assigned employee in prioritizing his or her workload to best meet DPD client and attorney needs, understanding that not all assigned work can be completed by the optimal deadline.

- B. If case assignments are too high to allow complete, timely performance on assigned cases within the standard work week, DPD will take that into consideration in any performance assessments, promotions, or corrective action. If an employee notifies his or her supervisor that he or she has been assigned more case tasks than can in the employee's opinion be completed in a timely manner, the supervisor and employee shall engage in an interactive process to address and remedy workload concerns.
- C. The parties agree, upon the request of either party, to convene a labor-management group to discuss any issues regarding the reasonableness of work assignments for these employees, including whether a numerical case standard is appropriate.
- **D.** DPD will apply support staff ratios equivalent to the total support staffing level required in the 2011 WSBA Standards for Indigent Defense, unless those standards are modified by the WSBA. This provision shall be applied to support staff ratios in each of DPD's law offices, not attorney by attorney.
- Section 24.7. On-Call Legal Service Assignments: Both DPD and the Union have a shared interest in ensuring that DPD provides high quality and effective on-call legal services without jeopardizing attorneys' representation of their assigned clients. On-call legal services will be assigned pursuant to DPD policy, as amended, to DPD attorneys as part of their regular work assignments. The parties agree that future amendments to the policy that substantially increase the frequency of assignment of on-call work outside of core hours shall be bargained. The County shall have the right, without bargaining, to create dedicated on-call attorney positions.

ARTICLE 25: PROBATIONARY PERIODS

All newly-hired, re-employed, or employees promoted, demoted, or transferred to another position in DPD, excluding career service employees who have been recalled from layoff to the same

position they were laid off from, shall be employed in a probationary status for a period of six (6) months. Probation may be extended beyond six (6) months to a maximum of 12 months by mutual agreement of the parties.

The employer shall count time spent performing the same job as a temporary employee, special duty assignment, or in the case of a reclassification to a higher classification, time spent performing the work of the higher classification towards fulfilling the probationary time period. This shall not constitute a waiver of the probation evaluation.

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

ARTICLE 26: WAGE RATES AND COLAS

Section 26.1. Wage rates under this Agreement shall be retroactive to January 1, 2015. The 2015 wages for employees in the bargaining unit are set forth in Addendum A of this agreement.

Section 26.2. Public Defense Attorney 1 step progression

A. Initial Step placement. Employees hired into the Public Defense Attorney 1 classification on or after January 1, 2015, shall be placed between initial steps 1 through 11 of the Public Defense Attorney 1 wage addendum at the exclusive discretion of management and not subject to grievance.

- **B.** Step Progression. Initial step progression, advancement to and between senior levels and, step progression for employees classified as a Public Defense Attorney 1 shall be as follows:
- i. For Initial Steps 1-11. Each Public Defense Attorney 1 who is currently at initial steps 1-10 of the Public Defense Attorney 1 wage addendum shall advance a single step per year on the most recent anniversary date of their hire to King County or to a public defense agency that contracted for public defense services with King County, whichever occurred first. Employees who are at step 11 of the Public Defense Attorney 1 wage addendum shall not advance to a higher rate of pay unless placed into senior level 1 pursuant to the rules set forth below.
- ii. For Senior Level 1. Each Public Defense Attorney 1 who is at step 5 or higher of the initial steps may, when a recruitment is being run, apply for placement into senior level

1. Selection of candidates for placement into senior level 1 shall be made pursuant to the requirements set forth in section 26.6 of this article.

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

iii. For Senior Level 2-5. Each Public Defense Attorney 1 who has been in a senior level for approximately one year, when a recruitment is being run, may apply for placement into the next higher senior level. Selection of candidates for placement into senior levels 2-5 shall be made pursuant to the requirements set forth in section 26.6 of this article.

An employee selected for placement into a higher senior level shall be placed at the lowest step of the senior level they are moving into. Step progression between the salary steps of a senior level shall occur on the anniversary of the effective date of the employee's placement into said senior level. An employee shall not advance more than one salary step at a time. Employees classified as a Public Defense Attorney 1 who are at the highest available step of a senior level shall not advance to a higher step unless placed into a higher senior level, if one is available.

C. Use of "Senior" Job Title. An employee who is placed in a senior level may use the working job title of "Senior" plus the applicable reference number of the senior level the employee is in. For example, a Public Defense Attorney 1 in senior level 3 may use the working job title of "Senior 3."

Section 26.3. Non-Attorney Step Progression. Employees may receive within-range increases from one step to the next higher step upon satisfactory completion of the probationary period, provided the employee was hired at step one. Thereafter, an employee shall receive a step increase annually on the employee's adjusted service date. In no event shall a non-Attorney employee receive pay in excess of step 10 of his or her salary range.

Section 26.4. Step placement upon change of classification/promotion. An existing

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

Section 26.5. Cost of living adjustments (COLA). Beginning January 1, 2015, Employees shall receive annual cost of living adjustments to their pay scales according to the Memorandum of Agreement by and between King County and Various Unions, including SEIU, Local 925 DPD Chapter, addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; and Cost-of-living Wage Adjustments for King County Coalition of Labor Unions Bargaining Unit Members 2015-2016.

- A. Effective January 1, 2015, Employees shall be eligible to receive an increase of two percent (2%). This increase is included in the wage scale addendum,
- **B.** Effective January 1, 2016, Employees shall be eligible to receive an increase of two and one quarter percent (2.25%).

Section 26.6. Senior Step Progression Selection.

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

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

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

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

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

<u>Legal Knowledge:</u> Identifies legal issues timely and accurately; demonstrates awareness of emerging legal issues and strategies; makes effective and appropriate motions pre- and post-disposition; makes effective use of experts.

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

<u>Writing Skills:</u> Produces appropriate and high quality written work, including motions, trial memoranda, pre-sentence reports, proposed findings and conclusions, writs and/or appellate briefing.

<u>Professionalism:</u> Consistently demonstrates courtesy and respect to colleagues and other justice system participants.

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

<u>Promotions Process:</u> The senior level selection process is intended to recommend to the Public Defender those candidates who best demonstrate the qualities valued by DPD. These qualities

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may change over time due to shifts in DPD practice areas, changes in the skills needed to excel in various practice areas, emerging challenges faced by and needs of the Department, and changes in the justice system landscape. Attorneys selected to the senior levels are likely to have demonstrated excellence in diverse ways and areas, though all will meet the threshold qualifications specified under "Criteria" above.

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

Annually, the Public Defender will appoint members of a Promotions Committee, who will be DPD supervisors and/or managers and will include representatives from each of the DPD divisions. The Committee will be chaired by the Public Defender or designee. The Committee will call for applications from attorneys eligible for promotion and will provide at least 60 days for submission of applications. The application will include a statement of interest in which the applicant identifies reasons she or he should be recognized with senior level promotion, a list of current and prior supervisors, a writing sample, the type of advocacy work the applicant has engaged in meriting consideration for promotion, a description of cases or work that the applicant believes demonstrates his or her exceptional skills, and other information specified in the application form, including disclosure of any bar or court sanctions or disciplinary action. The applicant may attach any supplementary materials he or she would like the Committee to review.

The Criteria listed in 26.6 are core competencies that all attorneys seeking consideration for advancement into senior level placement should meet. DPD values all areas of practice, and seeks to advance attorneys working in a broad spectrum of practice areas. To that end, there are no specific criteria outlined to qualify for each senior level. Instead, DPD will consider candidates based on

criteria including, but not limited to, years of public defense and related outside practice, efficacy in managing caseloads, depth and breadth of experience in differing areas of practice, case preparation, writing and research skills, negotiation skills, courtroom skills, willingness and ability to mentor and train colleagues, skill in working with particularly vulnerable or challenging clients, exercise of independent judgment and professionalism, ability to work effectively with non-attorney staff, knowledge of varying levels of the criminal justice system and collateral consequences, efficacy of professional relationships in the criminal justice system, special skills and qualifications such as death penalty certification and specialized training to work with specific populations, skills in preparing and arguing writs and appeals, and leadership. DPD intends to recognize both attorneys primarily interested in challenging individual representation assignments as well as those who engage in other types of client advocacy including legislative and policy-related work, in recognition that both types of work advance the rights of our clients. In choosing candidates to advance to senior levels, the Promotions Committee shall strive to maintain a diversity in areas of practice and means of advocacy in the ranks of senior attorneys.

After the application deadline, the Promotions Committee will meet and assign follow-up review responsibilities to Committee members. Each applicant will be reviewed by one manager from her or his division and one manager from outside her or his division (the review team). Review will include but is not limited to: interviewing the applicant's current and former supervisor(s) if available, interviewing attorney and non-attorney staff colleagues and others well-situated to know the applicant's performance; review of the applicant's personnel file by the manager in her or his division, and summary of that review for the other manager involved in assessing the applicant; and review of any other materials or references identified by the applicant.

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

The review team will make a confidential written report assessing the qualifications of the applicant for senior level placement. The reports will be presented to the full Committee and discussed in a meeting attended by all Committee members. After review of the reports, any comment from DPD employees, and Committee discussion, the Committee will submit a confidential

memo to the Public Defender identifying attorneys appropriate for promotion at each senior level, and listing the qualified applicants in the order of priority for promotion.

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

Attorneys not promoted shall be able to meet, upon the attorney's request, with a member of the Promotions Committee to learn the reasons they were not promoted, which could be that they were deemed qualified but there were not sufficient places available to allow their selection that year, or that they were not deemed qualified. The goal of the review is to provide suggestions for improving the likelihood of selection in the future. This meeting shall be scheduled within 60 days of the employee's request. The determination to promote or not promote an individual attorney shall not be subject to grievance.

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

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

ARTICLE 27: PROFESSIONAL RESPONSIBILITY

27.1. Professional Obligations. The Employer and Union expressly acknowledge and recognize the unique status of attorneys as officers of the court. As such, attorneys shall be and remain members in good standing of the Washington State Bar Association and shall otherwise at all times conduct themselves in conformity with their oath-based obligations and responsibilities.

Nothing in this Agreement shall be construed so as to interfere with, inhibit, or otherwise affect the obligations and responsibilities of defenders as lawyers as imposed by the WSBA and Rules of

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Professional Conduct.

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

27.2. Vertical Representation. DPD and the Union recognize that clients generally benefit when attorneys represent their clients continuously from the inception of a case to the conclusion.

Accordingly, the ordinary practice will be to assign a case to a particular attorney at or near the time a case is filed and for that attorney to represent the client throughout the case until the case is concluded. Cases may also be reassigned from one attorney to another due to rotation or transfer, due to the necessity to equalize case distributions within a given unit, or for other case or client-specific reasons. This section does not prohibit DPD from utilizing occasional coverage provided by other attorneys at the direction of the attorney of record.

ARTICLE 28: ACCESS TO LEGAL RESEARCH MATERIALS.

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

ARTICLE 29: MALPRACTICE INSURANCE, DUTY TO DEFEND, AND

INDEMNIFICATION

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

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

DISCIPLINARY PROCEEDINGS

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

ARTICLE 30: COUNTY TO INSURE AND DEFEND IN CONTEMPT AND

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

ARTICLE 31: LABOR-MANAGEMENT

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

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

ARTICLE 32: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction in a final judgment not appealed from, such invalidation of such part or portion of this

Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts and provisions shall remain in full force and effect.

Service Employees International Union, Local 925 - Department of Public Defense January 1, 2015 through December 31, 2017 462C0115 Page 40

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ARTICLE 33: DURATION AND REOPENER

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

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

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

11	APPROVED this day of DECENTRE, 2015.
12	By: Dow Constitution
13	King County Executive
14	Service Employees International Union, Local 925:
15	Tyler paff dda Korano
16	Field Director Ida Kovacic Organizer/Representative
17	
18	Bargaining Team Members:
19	Reid Burkland Cynthia Chiu
20	Hendroundellman meth
21	Kim/Cronin Hillman/Mark Flora
22	Una Tocheruse The
23	Verna Hochstrasser Justin Mathews Justin Mathews Justin Mathews Justin Mathews Justin Mathews
24	Colleen O'Connor Matt Pang
25	Adaro 1110
26	Arnold Prado David Sorensen
27	Jeffeny Spencer Hong Trans

Service Employees International Union, Local 925 - Department of Public Defense January 1, 2015 through December 31, 2017 Page 41

cba Code: 462

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

Union Code: A8

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

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

cba Code: 462

ADDENDUM A

Service Employees International Union, Local 925

Department of Public Defense

Wage Addendum

Public Defense Attorney

2015 Public Defense Attorney Salary Grid

2015 COLA = 2.00%

Classification Title

PeopleSoft Job Code	500 500
5160100	516101

Public Defense Attorney 1 5160100 516101

Initial Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual:	\$ 61,204	\$ 64,821	\$ 74,865	\$ 85,712	\$ 92,275	\$ 94,685	\$ 97,096	\$ 99,239	\$101,918	\$104,729	\$107,408
Hourly:	\$29.4252	\$31.1638	\$35.9926	\$41.2077	\$44.3630	\$45.5217	\$46.6809	\$47.7108	\$48.9988	\$50.3506	\$51.6386

Senior Level 1	Step 12	Step 13	Step 13 Step 14		Step 16	Step 17	Step 18	
. Annual:	\$110,094	\$111,471	\$112,863	\$114,273	\$115,703	\$117,149	\$118,613	
Hourly:	\$52.9297	\$53.5917	\$54.2613	\$54.9390	\$55.6263	\$56.3217	\$57.0253	

Senior Level 2	Step 19	Step 20	Step 21	Step 22	Step 23
Annual:	\$120,095	\$121,596	\$123,116	\$124,655	\$126,214
Hourly:	\$57.7378	\$58.4597	\$59.1905	\$59.9301	\$60.6798

Senior Level 3	Step 24	Step 25	Step 26	Step 27	Step 28
Annual:	\$127,792	\$129,389	\$131,006	\$132,644	\$134,302
Hourly:	\$61.4383	\$62.2063	\$62.9838	\$63.7714	\$64.5684

Senior Level 4	Step 29	Step 30	Step 31	Step 32	Step 33
Annual:	\$135,981	\$137,681	\$139,402	\$141,144	\$142,908
Hourly:	\$65.3755	\$66.1928	\$67.0201	\$67.8575	\$68.7056

Senior Level 5	Step 34	Step 35	Step 36	Step 37	Step 38
Annual:	\$150,054	\$151,929	\$153,829	\$155,752	\$157,698
Hourly:	\$72.1411	\$73.0429	\$73.9561	\$74.8806	\$75.8165

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Union Code: A8

cba Code: 462

ADDENDUM A

Service Employees International Union, Local 925

Department of Public Defense

Wage Addendum

Public Defense Attorney

2016 Public Defense Attorney Salary Grid

2016 COLA = 2.25%

Class	ifica	tion	Title
-:			

PeopleSoft Job Code	
5160100	516101

Public Defense Attorney 1 5160100 516101

Initial Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual:	\$ 62,581	\$ 66,279	\$ 76,549	\$ 87,641	\$ 94,351	\$ 96,816	\$ 99,281	\$101,471	\$104,211	\$107,086	\$109,825
Hourly:	\$30.0872	\$31.8649	\$36.8025	\$42.1349	\$45.3612	\$46.5459	\$47.7313	\$48.7843	\$50.1013	\$51.4835	\$52.8004

Senior Level 1	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Annual:	\$112,571	\$113,979	\$115,403	\$116,844	\$118,306	\$119,785	\$121,281
Hourly.	\$54 1206	\$54 7975	\$55,4821	\$56,1751	\$56.8778	\$57,5889	\$58,3084

Senior Level 2	Step 19	Step 20	Step 21	Step 22	Step 23
Annual:	\$122,797	\$124,332	\$125,886	\$127,459	\$129,054
Hourly	\$59.0369	\$59 7751	\$60,5223	\$61 2785	\$62,0451

Senior Level 3	Step 24	Step 25	Step 26	Step 27	Step 28
Annual:	\$130,667	\$132,300	\$133,954	\$135,629	\$137,324
Hourly:	\$62,8207	\$63,6060	\$64 4009	\$65,2062	\$66 0212

Senior Level 4	Step 29	Step 30	Step 31	Step 32	Step 33
Annual:	\$139,041	\$140,779	\$142,538	\$144,319	\$146,123
Hourly:	\$66.8465	\$67.6821	\$68.5280	\$69.3843	\$70.2515

Senior Level 5	Step 34	Step 35	Step 36	Step 37	Step 38
Annual:	\$153,430	\$ 155,348	\$157,290	\$159,256	\$ 161,246
Hourly:	\$73.7643	\$74.6864	\$75.6201	\$76.5654	\$77.5223

822

Union Code: A8

Memorandum of Agreement By and Between King County And

Service Employees International Union, Local 925 Department of Public Defense

Subject: Original Office of Public Defense Employees

Background:

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

Agreement:

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

Louisa AgemotuNelda MedinaKatrina BrownLuvetra MilesGloria Cantu-BashLinda MolandMarcella ClementKim RomeroTracy DohertyAtef SarhanMary FisherRosemarie Tugublimas

Rose Hernandez Tammi Weigel

Shirley Johnson

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

For Service Employees International Union	, Local 925:	
dda Koracis		1115/15
Ida Kovacic	A Company of the Comp	Date
Organizer/Representative		•
For King County:		
Sush alens		11/12/15
Sasha P. Alessi	×	Date
Labor Negotiator		

Office of Labor Relations King County Executive Office

Memorandum of Agreement By and Between King County And

Service Employees International Union, Local 925 Department of Public Defense

Subject: Step Placement for all newly classified employees in the Department of Public Defense represented by SEIU, Local 925

Background:

- 1. Pursuant to the Dolan lawsuit settlement, the employees of the four public defense agencies became King County employees on July 1, 2013.
- 2. When those employees began their employment with King County, they were not placed in King County classification specifications, pending contract negotiations with SEIU, Local 925.
- 3. The parties have reached agreement on their first collective bargaining agreement, which will provide for, among other things, wage step progression for those employees covered by the collective bargaining agreement between King County and SEIU, Local 925.
- 4. This MOA will establish the initial wage step placement for all Department of Public Defense (DPD) employees represented by SEIU, Local 925 that are being placed on a King County classification specification for the first time.

Agreement:

- 1. This MOA shall apply to DPD employees who are being placed on King County classification specifications pursuant to implementation of the collective bargaining agreement between King County and SEIU, Local 925. This agreement shall also apply to all employees who leave in good standing or retire from employment with DPD between when this MOA is signed by both parties and implementation of the Collective Bargaining Agreement, provided that employees provide 60 days' advance notice to DPD before leaving. Advance notice is required to avoid a large number of employees leaving or retiring upon implementation of this agreement and to allow timely recruitment of employees to fill vacancies due to anticipated retirements.
- 2. All employees shall be placed on a wage step within the pay range negotiated between the parties for the classification that the employee is assigned to, except for those employees that are presently earning more than the top step of the pay range for the classification they are assigned to. Those employees shall be Y-rated until the top step of their assigned classification is higher than their Y-rated wage/salary or the employee changes classifications, whichever occurs first.
- 3. Each employee shall be placed on a wage step for his or her assigned classification that is equal to the employee's total years of service in a comparable position with one of the predecessor public defense agencies and King County (e.g. an employee with nine years of

service in a comparable position to their assigned classification shall be placed at step nine). The attached spreadsheet shall be dispositive of each employee's step placement.

- **4.** If an employee was hired by a public defense agency with actual prior years of service in a comparable position, the parties will endeavor to include that prior service in step placement. Any disagreement about prior service shall not be grievable. The Union will, however, be provided with a master list of the step placement of each member of the bargaining unit prior to implementation to allow the union to raise any concerns about individual employee's step placement.
 - **5.** All wages shall be retroactive to January 1, 2015.
- 6. All Attorneys will initially be placed on the non-senior defense attorney pay range (steps 1-11). Any attorney that is presently earning more than his or her years of service based step placement shall be Y-rated, until such time as his or her salary step, pursuant to the terms of the collective bargaining agreement, is greater than his or her Y-rated salary. Placement of attorneys into the senior levels shall be covered by separate MOA.
- 7. This agreement shall not be effective until adopted by ordinance of the King County Council.

For Service Employees International Union, Local 925:	
Ida Korane	1115715
Ida Kovacic	' Date
Organizer/Representative	
For King County:	
3	
Sosha alens	11/12/15
Sasha P. Alessi	Date

Labor Negotiator

Office of Labor Relations King County Executive Office

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	·	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
93507	ABUDIAB, DUA	Defender Association	Attorney	10/21/2012	10/21/2013	30.65	\$63,754	40	Public Defense Attorney I	1/1/15		3.00	\$74,864.69	\$74,865	17.43%
92602	ADAIR, MARK	Defender Association	Senior Attorney	2/26/2001	2/26/2001	52.06	\$108,286	· 40	Public Defense Attorney 1	1/1/15		11.00	\$107,408.22	\$108,286	0.00%
92568	ADAMS, JOHN	Society of Counsel	Attorney	12/9/2002	12/11/1989	48.54	\$100,960	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	6.39%
81730	AGEMOTU, LOUISA	Director's Office	Fiscal Specialist II	10/14/2013	9/4/2007	24.30	\$50,536	40	Fiscal Specialist II	1/1/15		38	\$24.70	\$24.70	1.58%
94210	AITKEN, KAITLYN	Defender Association	Attorney	4/22/2014	4/22/2014	28.94	\$60,199	40	Public Defense Attorney I	1/1/15		1.00	\$61,204.36	\$61,204	1.67%
92713	ALEJO, M	Assoc Counsel for Accused	Office Tech 3	10/12/2009	10/12/2009	23.68	\$49,264	40	Legal Administrative Specialist III	1/1/15		44	\$27.16	\$27.16	14.68%
92714	ALMEREZ, ARTHUR	Assoc Counsel for Accused	Attorney - Tier 3	9/8/2003	9/8/2003	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	11.00	11.00		\$107,408	27.20%
94251	ALVARADO, JOSEPH	Assoc Counsel for Accused	Attorney	. 5/5/2014	5/5/2014	28.94	\$60,190	40	Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$61,204	1.69%
92847	ANDERSEN, ANDREA	NW Defenders	Legal Clerk 4	7/11/2012	7/11/2012	19.47	\$40,501	40	Public Defense Paralegal	1/1/15	3.00	49	\$28.48	\$28.48	46.27%
92717	ANDERSON, ELIZABETH	Assoc Counsel for Accused	Office Asst 2/Receptn	6/3/1991	6/3/1991	18.48	\$38,443	40	Legal Administrative Specialist I	1/1/15	10.00	34	\$23.56	\$23.56	27.47%
92718	ANDERSON, LINDA	Assoc Counsel for Accused	Office Tech 1/Data Coord	10/1/1984	10/1/1984	20.34	\$42,305	40	Legal Administrative Specialist II	1/1/15	10.00	38	\$25.90	\$25.90	27.36%
88817	ANDREWS, JOSHUA	NW Defenders	Attorney - Grade 1	6/24/2011	6/24/2011	35.87	\$74,617	40,	Public Defense Attorney I	1/1/15		4.00	\$85,712.09	\$85,712	14.87%
92880	ANGOUS, ELIZABETH	Defender Association	Office Assistant	4/1/2012	4/1/2013	15.30	\$31,824	40	Legal Administrative Specialist I	1/1/15		34	\$19.95	\$19.95	30.42%
92570	ANKENY, KYLE	Society of Counsel	Social Worker	12/7/2009	12/7/2009	25.20	\$54,489	40	Public Defense Mitigation Spec I	1/1/15		56	\$36.10	\$36.10	37.82%
92721	ARALICA, EDWIN	Assoc Counsel for Accused	Attorney - Tier 1	11/1/2004	11/1/2004	48.28	\$100,415	40	Public Defense Attorney I	1/1/15	-	11.00	\$107,408.22	\$107,408	6.96%
92605	ATWOOD, JENNIFER	Defender Association	Attorney	6/18/2003	6/18/2007	49.52	\$103,004	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	4.28%
94907	AULL, ELBERT	Defender Association	Attorney	9/24/2014	9/24/2014	28.94	\$60,199	40	Public Defense Attorney I	1/1/15	-	1.00	\$61,204.36	\$61,204	1.67%
94022	BAILEY, ALISON	Defender Association	Paralegal	3/12/2012	3/12/2014	24.08	\$50,091	40	Public Defense Paralegal	1/1/15		49	\$28.48	\$28.48	18.26%
92722	BAKER, KAREN	Assoc Counsel for Accused	Attorney - Tier 3	6/8/2000	6/8/2000	40.60	\$67,552	32	Public Defense Attorney I	1/1/15		11.00	\$85,926.57	\$85,927	27.20%
94852	BARBER, MARY	Assoc Counsel for Accused	Office Assistant	9/8/2014	9/8/2014	18.48	\$38,443	40	Legal Administrative Specialist II	1/1/15		38	\$20.44	\$20.44	10.57%
96111	BARKER, ALLYSON	Defender Association	Attorney 1	6/29/2015	6/29/2015	28.99	\$60,296	40	Public Defense Attorney I	1/1/15		1.00		\$61,204	1.51%
92575	BEARD, JENNIFER	Society of Counsel	Attorney	12/17/1990	12/17/1990	47.24	\$98,251	40	Public Defense Attorney I	1/1/15		11.00		\$107,408	9.32%
92724	BEATTIE, BRIAN	Assoc Counsel for Accused	Attorney - Tier 3	4/16/2006	4/16/2007	40.60	\$84,440	. 40	Public Defense Attorney 1	1/1/15		9.00		\$101,918	20.70%
92612	BENJAMIN, RODNEY	Defender Association	Attorney	6/19/1989	6/19/1989	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00		\$107,408	1.68%
92953	BERNHEIM, LUCIE	NW Defenders	Attorney - Grade 1	3/4/2013	3/4/2013	33.29	\$69,249	40	Public Defense Attorney I	1/1/15		2.00		\$69,249	0.00%
92613	BIELMAN, DEBORAH	Defender Association	Administrative Asst/Paralegal	1/17/2003	1/17/2003	30.35	\$63,118	40	Administrative Staff Assistant	1/1/15			\$32.84	\$32.84	8.21%
92615	BIRRANE, DEBORAH	Defender Association	Word Processor Tech	8/8/2002	8/8/2002	27.98	\$58,195	28.5	Word Processing Operator	1/1/15			\$28.48	\$28.48	1.79%
92576	BLACK, JAMES	Society of Counsel	Investigator	3/18/1999	3/18/1999	33.08	\$68,816	40	Public Defense Investigator	1/1/15			\$36.10	\$36.10	9.12%
92864	BOYUM, KARI	NW Defenders	Attorney 4 and 1	10/23/2006	10/23/2006	44.78	\$93,138	40	Public Defense Attorney I	1/1/15		9.00		\$101,918	9.43%
92617	BRADLEY, MARK	Defender Association	Attorney	8/9/1993	8/9/1993	50.79	\$105,634	40	Public Defense Attorney I	1/1/15				\$107,408	1.68%
95387	BRADLOW, REBECCA	Defender Association	Attorney	2/9/2014	2/9/2015	28.94	\$60,199	40	Public Defense Attorney I	1/1/15		1.00		\$61,204	1.67%
92865	BRANDES, RAMONA	NW Defenders	Senior Attorney 1 and 4	1/22/2002	1/22/2002	50.79	\$105,634	40	Public Defense Attorney I	1/1/15				\$107,408	1.68%
	BRANHAM, VIRGINIA	NW Defenders	Attorney 1	4/29/2012	4/29/2013	33.29	\$69,249	40	Public Defense Attorney I	1/1/15		3.00		\$74,865	8.11%
96092	BRAZEAL, GREGORY	NW Defenders	Attorney 1	6/22/2015	6/22/2015	27.85	\$57,920	40	Public Defense Attorney I	1/1/15	-			\$61,204	5.67%
92618	BREETON, ANGELA .	Defender Association	Paralegal	1/6/2000	1/6/2000	30.67	\$63,797	40	Public Defense Paralegal	1/1/15				\$33.62	9.63%
92731	BRIGHT, DEBRA	Assoc Counsel for Accused	Attorney - Tier 3	3/7/2006	3/7/2006	40.60	\$84,440	40	Public Defense Attorney I	1/1/1				\$101,918	
67675	BROWN, KATRINA	Director's Office	Public Defense Coordinator	9/1/2011	9/1/2011	28.68	\$59,663	40	Public Defense Coordinator	1/1/1				\$30.58	6.61%
	BUETTNER, BROOK	Defender Association	Mitigation Specialist	6/23/2008	6/23/2014	27.60	\$57,418	40	Public Defense Mitigation Specialist II	1/1/1				\$40.65	47.25%
	BURKLAND, REID	NW Defenders	Attorney - Grade 4	4/19/2009	4/19/2010	40.05	\$83,294	40	Public Defense Attorney I	1/1/1				\$94,685	13.68%
92881	CALEY, CAROL	Defender Association	Investigator	5/2/2013	5/2/2013		\$42,793	40	Public Defense Investigator	1/1/1				\$29.86	45.16%
	CAMERON, CHAD	Society of Counsel	Investigator	4/1/2003	4/1/2003		\$64,743	40	Public Defense Investigator	1/1/1				\$35.10	15.99%
	CANTU-BASH, GLORIA	Director's Office	Public Defense Coordinator	2/13/1986	2/13/1986		\$70,437	40	Public Defense Coordinator	1/1/1				\$35.29	4.22%
	CARLSON, SUSANNA	Defender Association	Attorney	8/25/2014	8/25/2014	28.94	\$60,199	40	Public Defense Attorney I	1/1/1	5 1.00	1.00	\$61,204.36	\$61,204	1.67%

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92625	CARTER, TWYLA	Defender Association	Attorney	10/15/2007	10/15/2007	44.78	\$93,138	40	Public Defense Attorney I	1/1/15	8.00	8.00	\$99,238.53	\$99,239	6.55%
92732	CAVALLO, JANET	Assoc Counsel for Accused	Attorney - Tier 3	7/10/2006	7/10/2006	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	20.70%
92868	CHARLTON, CLAUDIA	NW Defenders	Prof Non-Legal 7,Paralgl	4/25/2007	4/25/2007	28.18	\$58,620	40	Public Defense Paralegal	1/1/15	8.00	49	\$32.07	\$32.07	13.78%
92869	CHIU, CYNTHIA	NW Defenders	Prof Non-Legal 2,Invstgr	9/8/2010	9/8/2010	24.40	\$50,749	40	Public Defense Investigator	1/1/15	5.00	52	\$32.07	\$32.07	31.43%
96110	CHUN, DANIELLE	Society of Counsel	Legal Office Asst 7	6/29/2015	6/29/2015	16.22	\$33,733	40	Legal Administrative Specialist I	1/1/15	1.00	34	\$18.59	\$18.59	14.60%
92733	CHURCH, CHERILYN	Assoc Counsel for Accused	Attorney - Tier 3	6/20/2005	6/20/2005	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	10.00	10.00	\$104,729.18	\$104,729	24.03%
74448	CIECKO, ALENA	Society of Counsel	Attorney	4/30/2006	4/30/2007	42.77	\$88,955	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	14.57%
94348	CLEMENT, MARCELLA	Director's Office	Fiscal Specialist II	9/6/2014	5/27/2014	20.44	\$42,506	40	Fiscal Specialist II	1/1/15	1.00	38	\$20.44	\$20.44	0.00%
95247	COLEMAN, JOSHUA	Society of Counsel	Clerk	12/17/2014	12/17/2014	16.31	\$33,924	40	Legal Administrative Specialist I	1/1/15	1.00	34	\$18.59	\$18.59	13.95%
92737	COLEMAN, NATASHA	Assoc Counsel for Accused	Attorney - Tier 2	2/24/2004	2/24/2004	45.99	\$76,530	32	Public Defense Attorney I	1/1/15	11.00	11.00	\$85,926.57	\$85,927	12.28%
92870	COLEMAN, SHAURI	NW Defenders	Legal Clerk 2	8/27/2012	8/27/2012	18.16	\$37,764	40	Legal Administrative Specialist II	1/1/15	3.00	38	\$21.94	\$21.94	20.85%
92739	COLLINS, RISE	Assoc Counsel for Accused	Paralegal	7/11/2008	7/11/2008	24.92	\$51,831	40	Public Defense Paralegal	1/1/15	7.00	49	\$31.31	\$31.31	25.67%
73022	COMEAU, MARCI	NW Defenders	Attorney 2 and 2	7/16/2008	7/16/2012	35.40	\$73,641	40	Public Defense Attorney I	1/1/15	7.00	7.00	\$97,096.36	\$97,096	31.85%
92598	CONANT, SETH	Society of Counsel	Managing Attorney	4/17/2000	4/17/2000	53.62	\$111,539	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$111,539	0.00%
92582	CONROY, JAMES	Society of Counsel	Senior Attorney	9/6/1988	9/6/1988	54.97	\$114,344	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$114,344	0.00%
92742	COVELLO, MATTHEW	Assoc Counsel for Accused	Attorney - Tier 3	8/2/2006	8/2/2006	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	20.70%
92719	CRAWFORD, WANDA	Assoc Counsel for Accused	Paralegal	7/11/2011	7/11/2011	23.21	\$48,266	40	Public Defense Paralegal	1/1/15	4.00	49	\$29.16	\$29.16	25.68%
92723	CRONIN HILLMAN, KIM	Assoc Counsel for Accused	Social Worker	12/3/1990	12/3/1990	33.42	\$69,504	40	Public Defense Mitigation Specialist II	1/1/15	10.00	60	\$43.65	\$43.65	30.62%
92871	CUADRA PALACIOS, LESLIE	NW Defenders	Legal Clerk 2	10/5/2011	10/5/2011	18.16	\$37,764	40	Legal Administrative Specialist II	1/1/15	4.00	38	\$22.47	\$22.47	23.75%
92726	DAVIS, GARY	Assoc Counsel for Accused	Senior Attorney III	5/15/1984	5/15/1984	62.06	\$129,078	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$129,078	0.00%
94778	DAY, JOHN	NW Defenders	Legal Office Asst 8	8/13/2014	8/13/2014	16.98	\$35,325	40	Legal Administrative Specialist II	1/1/15	1.00	38	\$20.44	\$20.44	20.33%
	Dayani, Andre	NW Defenders	Attorney 1	7/28/2015	7/28/2015	27.85	\$57,920	40	Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$61,204	5.67%
92588	DECKMAN, EMILY	Society of Counsel	Attorney	8/27/2006	8/27/2007	39.72	\$82,628	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	23.35%
89126	DELOS REYES, RAYMOND	Assoc Counsel for Accused	Attorney 1	2/28/2011	2/28/2011	28.98	\$60,275	40	Public Defense Attorney I	1/1/15	4.00	4.00	\$85,712.09	\$85,712	42.20%
92522	DHILLON, KULINDER	Society of Counsel	Attorney	3/10/2004	3/10/2004	45.99	\$95,667	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	12.27%
92727	DHINGRA, ROOPALI	Assoc Counsel for Accused	Social Worker	5/1/2006	5/1/2006	28.82	\$59,935	40	Public Defense Mitigation Specialist II	1/1/15	9.00	60	\$42.62	\$42.62	47.92%
92730	DIZON, MELONI	Assoc Counsel for Accused	Attorney - Tier 2	5/26/2003	4/1/2002	45.99	\$95,663	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	12.28%
72927	DOHERTY, TRACY	Director's Office	Project/Program Manager II	11/5/2001	11/5/2001	41.62	\$86,578	40	Project/Program Manager II	1/1/15	10.00	58	\$41.62	\$41.62	0.00%
92735	DOLAN, KEVIN	Assoc Counsel for Accused	Senior Attorney I	1/1/1978	1/1/1978	56.18	\$116,858	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$116,858	0.00%
92736	DRENNING, JOHN	Assoc Counsel for Accused	Attorney - Tier 2	1/7/2003	1/7/2005	45.99	\$95,663	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	12.28%
92738	DRISCOLL, DENISE	Assoc Counsel for Accused	Office Tech 1/Data Coord	7/1/2010	7/1/2010	18.02	\$37,489	40	Legal Administrative Specialist II	1/1/15	5.00	38	\$23.01	\$23.01	27.65%
92872	DRYDEN, RACHEL	NW Defenders	Social Worker 10	1/9/2007	1/9/2009	33.30	\$69,270	40	Public Defense Mitigation Specialist II	1/1/15	8.00	60	\$41.62	\$41.62	24.99%
92873	DUBOW, JESSE	NW Defenders	Attorney 4 and 1	12/3/2006	12/3/2007	44.78	\$93,138	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	9.43%
	DUFFY, ROSE	Society of Counsel	Attorney	12/30/2012	12/30/2013	30.04	\$62,487	40	Public Defense Attorney I	1/1/15	3.00	3.00	\$74,864.69	\$74,865	19.81%
	DUNN, ROGER	Society of Counsel	Investigator	9/9/2004	9/9/2013	34.08	\$70,880	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	5.95%
	DUNNE, THOMAS	Assoc Counsel for Accused	Social Worker	4/1/1988	4/1/1988	32.41	\$67,403	40	Public Defense Mitigation Spec I	1/1/15	10.00	56	\$39.70	\$39.70	22.50%
	EDMISTON, ROBERTA	Assoc Counsel for Accused	Attorney - Tier 3	6/18/2007	6/18/2007	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	8.00	8.00	\$99,238.53	\$99,239	17.53%
	EDWARDS, CHARITY	Society of Counsel	Paralegal	10/29/2001	10/29/2001	27.71	\$57,642	40	Public Defense Paralegal	1/1/15	10.00	49	\$33.62	\$33.62	21.33%
92648	EDWARDS, KATHARINE	Defender Association	Attorney	12/6/2010	12/6/2010	35.40	\$73,641	40	Public Defense Attorney I	1/1/15	5.00	5.00	\$92,275.14	\$92,275	25.30%
94218	ELENBAAS, HUNTER	Assoc Counsel for Accused	Paralegal	7/10/2014	7/10/2014	21.61	\$44,957	40	Public Defense Paralegal	1/1/15	1.00	49	\$26.53	\$26.53	22.73%
92528	ELLIOTT, CATHERINE	Society of Counsel	Attorney	4/5/2007	4/5/2007	39.72	\$82,628	40	Public Defense Attorney I	1/1/15	8.00	8.00	\$99,238.53	\$99,239	20.10%
93561	ELLIS, SHOSHANA	Society of Counsel	Attorney	10/28/2012	10/28/2013	28.37	\$59,002	40	Public Defense Attorney I	1/1/15	3.00	3.00	\$74,864.69	\$74,865	26.89%
92651	ELMORE, NINA	Defender Association	Mitigation Specialist	7/14/2003	7/14/2008	29.73	\$61,845	40	Public Defense Mitigation Specialist II	1/1/15	10.00	60	\$43.65	\$43.65	46.79%

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92745	ELSNER, KRISTEN	Assoc Counsel for Accused	Attorney - Tier 3	1/8/2007	1/8/2007	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	8.00	8.00	\$99,238.53	\$99,239	17.53%
92747	EPPLER, GEORGE	Assoc Counsel for Accused	Senior Attorney !	3/16/1987	3/16/1987	54.80	\$113,994	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$113,994	0.00%
92874	ERICKSON, DIANA	NW Defenders	Attorney 4 and 4	12/15/2004	12/15/2004	48.20	\$100,246	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	7.15%
92653	EWERS, JOHN	Defender Association	Attorney	4/7/2003	4/7/2008	50.79	\$105,634	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.68%
92567	EYRE, PANDORA	Society of Counsel	Investigator	5/5/2007	5/28/2002	29.44	\$61,229	40	Public Defense Investigator	1/1/15	8.00	52	\$34.43	\$34.43	16.96%
92655	FALLER, VIRGINIA	Defender Association	Senior Attorney	3/19/1992	3/19/1992	52.06	\$108,286	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$108,286	0.00%
92658	FELSMAN, KRIS	Defender Association	Docket Clerk	8/18/2011	8/18/2011	16.81	\$34,964	40	Legal Administrative Specialist II	1/1/15	4.00	38	\$22.47	\$22.47	33.66%
93808	FINDLEY WOLF, NATALIE	Society of Counsel	Attorney	1/6/2013	1/6/2014	30.04	\$62,481	40	Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	3.74%
92659	FISHER, MARY	Director's Office	Business & Finance Officer III	10/21/2014	11/9/2009	37.86	\$78,743	40	Business & Finance Officer III	1/1/15	2.00	62	\$37.86	\$37.86	0.00%
92661	FLAHERTY, BRIAN	Defender Association	Attorney	3/30/2009	3/30/2009	43.64	\$90,762	40	Public Defense Attorney I	1/1/15	6.00	6.00	\$94,685.09	\$94,685	4.32%
92530	FLORA, MARK	Society of Counsel	Attorney	4/7/1987	4/7/1987	51.03	\$106,133	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.20%
92663	FOEDISCH, VICTORIA	Defender Association	Attorney	5/27/1986	5/27/1986	50.79	\$105,634	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.68%
92665	FRANKLIN, CHRISTOPHER	Defender Association	Attorney	6/7/2004	6/7/2004	49.52	\$103,004	40	Public Defense Attorney I	1/1/15	11.00	, 11.00	\$107,408.22	\$107,408	4.28%
92668	FRANZ, MATTHEW	Defender Association	Attorney	10/1/2010	10/1/2010	35.40	\$73,641	40	Public Defense Attorney I	1/1/15	5.00	5.00	\$92,275.14	\$92,275	25.30%
92532	FREER, VICTORIA	Society of Counsel	Attorney	4/13/1998	4/13/1998	51.03	\$106,133	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.20%
92577	GALLARDO, VIVIANA	Society of Counsel	Investigator	4/15/1991	4/15/1991	34.08	\$70,881	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	5.95%
92753	GARBERDING, PAIGE	Assoc Counsel for Accused	Senior Attorney 1	7/23/1984	7/23/1984	53.46	\$111,193	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$111,193	0.00%
	GIBBS, DEVON	Defender Association	Attorney	10/22/2001	10/22/2001	50.79	\$105,634	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.68%
94386	GILBERT, MOLLY	Assoc Counsel for Accused	Legal Administrative Spec II	6/4/2014	6/4/2014	19.96	\$41,509	40	Legal Administrative Specialist II	1/1/15	1.00	38	\$20.44	\$20.44	2.40%
92884	GISKE, MEGAN	NW Defenders	Attorney - Grade 1	6/24/2011	6/24/2011	35.87	\$74,617	40	Public Defense Attorney I	1/1/15	4.00	4.00	\$85,712.09	\$85,712	14.87%
95286	GOLD, HANNAH	NW Defenders	Attorney 2 and 1	1/12/2013	1/12/2013	30.65	\$63,756	40	Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	1.67%
95090	GOMES, VERONICA	NW Defenders	Legal Office Asst 8	. 11/3/2014	11/3/2014	16.98	\$35,325	40	Legal Administrative Specialist II	1/1/15	1.00	38	\$20.44	\$20.44	20.33%
92756	GONZALEZ-PENA, PARSI	Assoc Counsel for Accused	Office Asst 2/Receptn	4/13/2011	4/13/2011	17.10	\$35,558	40	Legal Administrative Specialist I	1/1/15	4.00	34	\$20.43	\$20.43	19.53%
92581	GRAY, KAREN	Society of Counsel	Legal Assistant	3/24/2008	3/24/2008	21.67	\$45,082	40	Legal Administrative Specialist III	1/1/15	7.00	44	\$27.81	\$27.81	28.33%
92887	GRAY, RYAN	NW Defenders	Prof Non-Legal 9,Invstgr	5/18/2005	5/18/2005	29.89	\$62,163	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	20.80%
92675	GREGORY, GERALD	Defender Association	Investigator	1/3/1995	1/3/1995	30.67	\$63,797	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	17.71%
92896	GROSS, NICK	NW Defenders	Attorney 1	3/18/2015	6/3/2013	27.81	\$57,835	40	Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$61,204	5.83%
92748	GRUENHAGEN, TODD	Assoc Counsel for Accused	Senior Attorney III	5/1/1982	5/1/1982	62.06	\$129,078	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$129,078	0.00%
94541	HAILEMARIAM, NEBIYU	Assoc Counsel for Accused	Mitigation Specialist	7/2/2011	7/2/2014	24.72	\$51,428	40	Public Defense Mitigation Specialist II	1/1/15	4.00	60	\$37.86	\$37.86	53.11%
92678	HAMPTON, BRAD	Defender Association	Senior Attorney	6/1/1980	6/1/1980	52.06	\$108,286	40	Public Defense Attorney I	1/1/19	11.00	11.00	\$107,408.22	\$108,286	0.00%
93774	HARMS, CHERYL	Defender Association	Mitigation Specialist	12/26/2004	12/26/2013	29.73	\$61,845	40	Public Defense Mitigation Specialist II	1/1/15	10.00	- 60	\$43.65	\$43.65	46.79%
92584	HARRIGAN, MARY	Society of Counsel	Legal Assistant	10/25/2004	10/25/2004	28.87	\$60,043	40	Legal Administrative Specialist II	1/1/15	10.00	38	\$25.90	\$28.87	0.00%
89014	HARTMAN, MARLA	Assoc Counsel for Accused	Paralegal	1/22/2015	1/22/2015	21.61	\$44,957	40	Public Defense Paralegal	1/1/15	1.00	49	\$26.53	\$26.53	22.73%
92682	HARVEY, SHANNON	Defender Association	Investigator	6/23/2009	6/23/2009	25.56	\$53,167	40	Public Defense Investigator	1/1/15	6.00	52	\$32.84	\$32.84	28.46%
92534	HECKLINGER, NIKOLE	Society of Counsel	Attorney	9/1/1998	9/1/1998	51.03	\$106,133	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.20%
92587	HEIGAARD, ANGELA	Society of Counsel	Legal Assistant	4/12/2011	4/12/2011	20.47	\$42,585	40	Legal Administrative Specialist II	1/1/19	4.00	38	\$22.47	\$22.47	9.74%
92536	HEIMAN, RON	Society of Counsel	Attorney	12/17/1990	12/17/1990	48.54	\$100,960	40	Public Defense Attorney I	1/1/19	11:00	11.00	\$107,408.22	\$107,408	6.39%
93472	HEINTZ, MATTHEW	NW Defenders	Attorney 1 and 2	10/9/2013	10/9/2013	28.94	\$60,190	40	Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	7.69%
92685	HENRIKSON, KEN	Defender Association	Attorney	3/7/1987	3/7/1987	50.79	\$105,634	40	Public Defense Attorney I	1/1/1	11.00	11.00	\$107,408.22	\$107,408	1.68%
69475	HERNANDEZ, ROSE	Director's Office	Public Defense Interviewer	4/1/2009	6/26/2002	26.71	\$55,565	40	Public Defense Interviewer	1/1/19	7.00	44	\$27.81	\$27.81	4.12%
92933	HICKS, JOSHUA	NW Defenders	Sociał Worker 2	3/18/2013	3/18/2013	24.27	\$50,473	40	Public Defense Mitigation Specialist II	1/1/1	2.00	60		\$36.10	48.78%
92752	HILL, GORDON	Assoc Counsel for Accused	Attorney - Tier 2	8/1/2005	8/1/2005	45.99	\$95,663	40	Public Defense Attorney I	1/1/1	10.00	10.00	\$104,729.18	\$104,729	9.48%
94351	HOANG, AMANDA	NW Defenders	Legal Clerk 1	6/2/2014	6/2/2014	18.16	\$37,764	40	Public Defense Paralegal	1/1/1	1.00	49	\$26.53	\$26.53	46.10%

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	Step	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
92687	HOCHSTRASSER, VERNA	Defender Association	Investigator	10/27/1982	10/27/1982	30.67	\$63,797	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	17.71%
	HODDER, BRIAN	Defender Association	Investigator	8/11/2006	8/11/2006	28.31	\$58,874	40	Public Defense Investigator	1/1/15	9.00	52	\$35.26	\$35.26	24,56%
	HOEL, MICHELLE	Society of Counsel	Legal Assistant	4/30/2011	4/30/2011	25.37	\$52,759	40	Legal Administrative Specialist I	1/1/15	4.00	34	\$20.43	\$25.37	0.00%
92692	HONORE, TRAVIS	Defender Association	Attorney	11/22/2010	11/22/2010	30.65	\$63,754	40	Public Defense Attorney I	1/1/15		5.00	\$92,275.14	\$92,275	44.74%
92702	HUFFMAN, CAREY	Defender Association	Attorney	9/6/1997	9/6/2007	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00		\$107,408	1.68%
92793	HUNTER, LINDA	Society of Counsel	Legal Assistant	6/6/2006	8/6/2007	21.95	\$45,666	40	Legal Administrative Specialist II	1/1/15		38	\$25.30	\$25.30	15.22%
93911	JACKSON, DAERONNETTE	Assoc Counsel for Accused	Paralegal	2/10/2014	2/10/2014	21.61	\$44,957	40	Public Defense Paralegal	1/1/15	1.00	49	\$26.53	\$26.53	22.73%
93956	JACKSON-SAMS, MAHKAEA	Defender Association	Paralegal	2/24/2012	2/24/2014	23.03	\$47,906	40	Public Defense Paralegal	1/1/15		49	\$28.48	\$28.48	23.66%
	Jacobsen, Sonja	NW Defenders	Attorney	7/1/2012	7/1/2015	30.70	\$63,860	40	Public Defense Attorney I	1/1/15	-	3.00	\$74,864.69	\$74,865	17.23%
92754	JAMES, CLORETTA	Assoc Counsel for Accused	Attorney - Tier 1	10/2/2000	10/2/2000	50.88	\$105,825	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.50%
92590	JENKINS, JUDY	Society of Counsel	Paralegal	11/9/1998	11/9/1998	30.11	\$62,632	40	Public Defense Paralegal	1/1/15	10.00	49	\$33.62	\$33.62	11.66%
92815	JOHNSON, DILLON	NW Defenders	Attorney 4 and 1	7/5/2007	7/5/2007	44.78	\$93,138	40	Public Defense Attorney I	1/1/15		8.00	\$99,238.53	\$99,239	6.55%
92757	JOHNSON, KELLI	Assoc Counsel for Accused	Attorney - Tier 3	4/16/2007	4/16/2007	40.60	\$84,440	40	Public Defense Attorney I	1/1/15		8.00	\$99,238.53	\$99,239	17.53%
73830	JOHNSON, SHIRLEY	Director's Office	Administrative Specialist II	7/21/2003	7/21/2003	24.30	\$50,536	40	Administrative Specialist II	1/1/15	-	37	\$25.30	\$25,30	4.12%
92701	JOHNSON, TIMOTHY	Defender Association	Attorney	10/23/2001	10/23/2001	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.68%
82388	JONES, MONICA	Assoc Counsel for Accused	Paralegal	2/10/2014	6/29/2008	21.61	\$44,957	40	Public Defense Paralegal	1/1/15		49	\$26.53	\$26.53	22.73%
92703	JOURDAN, ROBERT	Defender Association	Attorney	6/17/2002	6/17/2002	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.68%
92591	KALFAYAN, STEPHANIE	Society of Counsel	Investigator	7/21/1986	7/21/1986	35.10	\$73,006	40	Public Defense Investigator	1/1/15	-	52	\$36.10	\$36.10	2.86%
	KAPLAN, BENJAMIN	Society of Counsel	Social Worker	10/25/2004	10/25/2004	31.13	\$64,743	40	Public Defense Mitigation Spec I	1/1/15		56	\$39.70	\$39.70	27.53%
92758	KELLEMEN, JOSHUA	Assoc Counsel for Accused	Attorney - Tier 3	6/7/2010	6/7/2010	27.85	\$57,920	40	Public Defense Attorney	1/1/15		5.00	\$92,275.14	\$92.275	59.32%
92529	KETTERLING, SCOTT	Society of Counsel	Attorney	10/11/2004	10/11/2004	51.03	\$106,133	40	Public Defense Attorney	1/1/15		11.00	\$107,408.22	\$107,408	1.20%
92720	KIM CROFT, D.	Assoc Counsel for Accused	Office Tech 3	10/11/1988	10/11/1988	26.72	\$55,586	40	Word Processing Operator	1/1/15		42	\$28.48	\$28.48	6.57%
	KIM, NATALYA	Defender Association	Paralegal	3/17/2007	3/17/2014	28.31	\$58,874	40	Public Defense Paralegal	1/1/15	-	49	\$32.07	\$32.07	13.29%
	KIM, ROBERT	Society of Counsel	Attorney	8/17/1998	8/17/1998	47.24	\$98,251	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107.408	9.32%
	KIM, TOMACKIE	Society of Counsel	Attorney	6/27/2005	6/27/2005	42.77	\$88,955	40	Public Defense Attorney I	1/1/15		10.00	\$107,408.22	\$107,408	17.73%
	KIM, VANESSA	NW Defenders	Legal Clerk 1	3/31/2014	3/31/2014	17.72	\$36,852	40	Legal Administrative Specialist II	1/1/15		38	\$20.44	\$20.44	15.34%
	KINARD, DEBORAH	Assoc Counsel for Accused	Attorney - Tier 3	5/25/1989	5/25/1989	40.60	\$42,220	20	Public Defense Attorney I			11.00	\$53,704.11		27.20%
	KINDBERG, KATHLEEN	Defender Association	Paralegal	1/16/2008	1/16/2015	29.15	\$60,635	40		1/1/15				\$53,704	
	KING, AMY	Assoc Counsel for Accused	Attorney - Tier 2	5/9/2005	5/9/2005	45.99	\$76,530	32	Public Defense Paralegal	1/1/15		10.00	\$31.31 \$83.783.34	\$31.31	7.42%
	KING, MARY	Assoc Counsel for Accused	Office Asst 2/Receptn	12/24/2001	12/24/2001	19.41	\$40,374	40	Public Defense Attorney I	1/1/15				\$83,783	9.48%
	KOLPA, TRACY	Assoc Counsel for Accused	Attorney - Tier 3	11/13/2006					Legal Administrative Specialist II	1/1/15	-	38	\$25.90	\$25.90	33.45%
-	KRUT, AMANDA	NW Defenders	Prof Non-Legal 2, Invstgr	8/29/2011	11/13/2006	40.60	\$84,440	40	Public Defense Attorney I	1/1/15		9.00		\$101,918	20.70%
	KURTH, RUSSELL	Assoc Counsel for Accused	Attorney	1/23/1997	8/29/2011	24.30	\$50,537	40	Public Defense Investigator	1/1/15	-	52	\$31.31	\$31.31	28.89%
	KVISTAD, JAMIE	Assoc Counsel for Accused			1/23/1997	45.99	\$95,663	40	Public Defense Attorney I	1/1/15		11.00		\$107,408	12.28%
	LAPPS, TRACY	Defender Association	Attorney - Tier 2 Senior Attorney	5/27/2005	5/27/2005	45.99	\$76,530	32	Public Defense Attorney I	1/1/15		10.00	\$83,783.34	\$83,783	9.48%
	LAROSE, SHEILA	Defender Association	Attorney	9/15/1998	9/15/1998	52.06	\$108,286	40	Public Defense Attorney I	1/1/15		-		\$108,286	0.00%
	LAWRY, JULIE	Assoc Counsel for Accused		1/1/2010	9/17/2003	40.53	\$84,312	40	Public Defense Attorney I	1/1/15		5.00	\$92,275.14	\$92,275	9.44%
	LEAVITT, ADRIEN	NW Defenders	Senior Attorney III	3/31/1993	3/31/1993	62.06	\$129,078	40	Public Defense Attorney I	1/1/15				\$129,078	0.00%
	LEDERER, REBECCA		Attorney 1 and 2	4/7/2010	4/7/2010	28.94	\$60,190	40	Public Defense Attorney I	1/1/15		5.00		\$92,275	53.31%
	LEE, SEUNGJAE	Defender Association NW Defenders	Attorney	5/15/2008	5/15/2008	44.78	\$93,138	40	Public Defense Attorney I	1/1/15		7.00		\$97,096	4.25%
	LENNIER, SHERRIE		Attorney 2 and 1	12/6/2010	12/6/2010	35.40	\$73,641	40	Public Defense Attorney I	1/1/15		5.00	\$92,275.14	\$92,275	25.30%
		Assoc Counsel for Accused	Paralegal	3/15/2010	3/15/2010	24.34	\$50,621	40	Public Defense Paralegal	1/1/15		49	\$29.86	\$29.86	22.71%
	LEVINSON, LORI	NW Defenders	Prof Non-Legal 8, Paraigi	10/16/2000	10/16/2000	29.89	\$62,163	40	Public Defense Paralegal	1/1/15	-	49	\$33.62	\$33.62	12.51%
92535	LEVY, GAIL	Society of Counsel	Attorney	2/16/1994	2/16/1994	47.24	\$98,251	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	9.32%

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	Step	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
	LEWIS, AMY	Society of Counsel	Paralegal	6/30/2007	6/30/2008	26.20	\$54,489	40	Public Defense Paralegal	1/1/15	8.00	49	\$32.07	\$32.07	22.40%
	LIVESLEY, WENDY	NW Defenders	Prof Non-Legal 9, Paralgl	9/3/2004	9/3/2004	29.89	\$62,163	40	Public Defense Paralegal	1/1/15	10.00	49	\$33.62	\$33.62	12.51%
	LOFGREN, PAULA	Assoc Counsel for Accused	Attorney - Tier 1	1/22/1987	1/22/1987	50.88	\$105,825	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.50%
92791	LUER, CARL	Assoc Counsel for Accused	Senior Attorney III	3/7/1989	3/7/1989	62.06	\$129,078	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$129,078	0.00%
92761	LURIE, DEBORAH	Assoc Counsel for Accused	Attorney - Tier 3	10/1/1999	10/1/1999	40.60	\$84,440	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	27.20%
		Defender Association	Attorney	10/6/2009	10/6/2009	43.64	\$90,762	40	Public Defense Attorney I	1/1/15	6.00	6.00	\$94,685.09	\$94,685	4.32%
	LUTZ, JAMES	Assoc Counsel for Accused	Attorney - Tier 3	6/1/1988	6/1/1988	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	27.20%
92766	MACDONALD, STACEY	Assoc Counsel for Accused	Attorney - Tier 1	12/27/2004	12/27/2004	48.28	\$100,415	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	6.96%
92768	MAGUIRE, KELU .	Assoc Counsel for Accused	Investigator	3/30/1998	3/30/1998	33.42	\$69,504	40	Public Defense Investigator	1/1/15		52	\$36.10	\$36.10	8.04%
92831	MALLE, JOSHUA	NW Defenders	Administrative Assistant	12/8/2005	12/8/2005	21.36	\$44,426	40	Word Processing Operator	1/1/15		42	\$28.48	\$28.48	33.34%
92833	MARLEY, SACHA	NW Defenders	Attorney 4 and 2	1/2/2002	1/2/2002	45.91	\$95,493	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	12.48%
92965	MATHEWS, JUSTIN	Assoc Counsel for Accused	Attorney 1	4/1/2013	7/1/2013	27.81	\$57,835	40	Public Defense Attorney I	1/1/15		2.00	\$64,820.60	\$64,821	12.08%
92769	MCCABE, KEVIN	Assoc Counsel for Accused	Attorney - Tier 1	5/27/1998	5/27/1998	49.60	\$103,173	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	4.10%
92838 1	MCCLELLAN, KATHLEEN	NW Defenders	Senior Atty 1&1,Atty Unit Supv	6/15/2011	6/15/2011	51.54	\$107,213	40	Public Defense Attorney I	1/1/15		4.00	\$85,712.09	\$107,213	0.00%
92966 1	MCCONNELL, KEVIN	Assoc Counsel for Accused	Attorney - Tier 3	8/1/2003	8/1/2003	40.53	\$84,312	40	Public Defense Attorney I	1/1/15			\$107,408.22	\$107,408	27.39%
92770 1	MCCULLOUGH, MICHAEL	Assoc Counsel for Accused	Attorney - Tier 2	2/10/2003	2/10/2003	45.99	\$95,663	40	Public Defense Attorney I	1/1/15			\$107,408.22	\$107,408	12.28%
92604 1	MCKEE, MAUREEN	Defender Association	Investigation/Misd. Supv	10/4/2002	10/4/2002	52.06	\$108,285	40	Public Defense Attorney I	1/1/15			\$107,408.22	\$108,285	0.00%
92607 1	MCKEE, NASTASSIA	Defender Association	Legal Asst/Office Asst	9/8/2011	9/8/2011	16.81	\$34,964	40	Legal Administrative Specialist I	1/1/15		34	\$20.43	\$20.43	21.56%
92608	MCKINNEY, ELIZABETH	Defender Association	Paralegal	11/2/1987	11/2/1987	30.67	\$63,797	32	Public Defense Paralegal	1/1/15		49	\$33.62	\$33.62	9.63%
87604 1	MEDINA, NELDA	Director's Office	Public Defense Interviewer	3/20/2013	11/17/2012	24.30	\$50,536	40	Public Defense Interviewer	1/1/15		44	\$25.90	\$25.90	6.61%
92614	MERCHANT, KARIM	Defender Association	Attorney	2/25/2008	2/25/2008	44.78	\$93,138	40	Public Defense Attorney I	1/1/15		7.00	\$97,096.36	\$97,096	4.25%
60855 1	MILES, LUVETRA	Director's Office	Administrative Specialist II	7/10/2008	7/10/2008	22.63	\$47,065	40	Administrative Specialist II	1/1/15		37	\$24.12	\$24.12	6.61%
92773 1	MILLER, THEODORE	Assoc Counsel for Accused	Investigator	10/13/2005	10/13/2005	32.41	\$67,403	40	Public Defense Investigator	1/1/15		52	\$36.10	\$36.10	11.41%
92619	MITCHELL, VALARIE	Defender Association	Mitigation Specialist	9/10/2003	9/10/2007	29.73	\$61,845	40	Public Defense Mitigation Specialist II	1/1/15		60	\$43.65	\$43.65	46.79%
		Director's Office	Public Defense Interviewer	2/1/1985	2/1/1985	30.11	\$62,622	40	Public Defense Interviewer	1/1/15		44	\$30.61	\$30.61	1.67%
92934	MONTES, DAVID	NW Defenders	Attorney - Grade 1	10/29/2012	10/29/2012	33.29	\$69,249	40	Public Defense Attorney I	1/1/15		3.00	\$74,864.69	\$74,865	8.11%
	MONTGOMERY, WANDA	Defender Association	Paralegal ·	4/21/1978	4/21/1978	30.67	\$63,797	40	Public Defense Paralegal	1/1/15		49	\$33.62	\$33.62	9.63%
	MORDEKHOVA, EVGENIYA	NW Defenders	Attorney 4 and 2	11/14/2005	11/14/2005	45.91	\$95,493	40	Public Defense Attorney I	1/1/15		10.00	\$104,729.18	\$104,729	9.67%
	MORRIS, MICHAEL	Society of Counsel	Attorney	11/12/2003	11/12/2003	48.54	\$100,960	40	Public Defense Attorney I	1/1/15		11.00	\$104,729.18	\$104,729	6.39%
	MURRAY, KRISTEN	Defender Association	Attorney	3/7/2003	3/7/2005	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.68%
	MUSITELLI, ANGELA	Society of Counsel	Paralegal	6/13/2012	6/13/2012	20.72	\$43,088	40	Public Defense Paralegal	1/1/15		49	\$28.48	\$28.48	37.49%
	NACHT, LIN-MARIE	Society of Counsel	Attorney	3/16/1987	3/16/1987	48.54	\$100,960	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	6.39%
	NADEAU, CARLTON	Assoc Counsel for Accused	Attorney - Tier 2	9/1/1987	9/1/1987	45.99	\$95,663	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	12.28%
	NADEN, MARIAN	Defender Association	Attorney	8/1/1988	8/1/1988	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.68%
	NEWCOMB, JONATHAN	Assoc Counsel for Accused	Senior Attorney I	6/26/1989	6/26/1989	53.46	\$103,634	40	Public Defense Attorney I	1/1/15		11.00		\$107,408	0.00%
	NIKOLAYEV, IRINA	Society of Counsel	Attorney	1/6/2014	1/6/2014	27.24	\$56,668	40	Public Defense Attorney I	1/1/15				\$61,204	8.01%
	Noonan, Elizabeth	NW Defenders	Legal Office Asst 7	7/6/2015	7/6/2015	16.22	\$33,733	40	Legal Administrative Specialist II	1/1/15		1.00	\$20.44	\$20.44	26.00%
	NOY, KHAM	Society of Counsel	Receptionist	, 12/30/1999	12/30/1999	24.75	\$51,472	40	Legal Administrative Specialist I	1/1/15		34	\$20.44	\$20.44	0.00%
	O'CONNOR, COLLEEN	Society of Counsel	Senior Attorney	4/16/1996	4/16/1996	52.31	\$108,802	40	Public Defense Attorney I	1/1/15		11.00	\$23.56	\$108,802	0.00%
	OSTERMANN, JOHN	Defender Association	Attorney	8/18/2003	8/18/2003	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00		\$108,802	
	OVERTON, MELODY	Assoc Counsel for Accused	Attorney - Tier 3	11/6/2005	11/6/2006	40.60	\$84,440	40	Public Defense Attorney I	1/1/15		-	\$107,408.22	\$107,408	1.68%
	PAGLISOTTI, LISA	Society of Counsel	Attorney	2/14/1994	2/14/1994	47.24	\$98,251	40	Public Defense Attorney I			11.00	-		-
	PANG, MATTHEW	Society of Counsel	Attorney	2/15/2008	2/14/1994	39.72	\$82,628	40	Public Defense Attorney I	1/1/15	-	7.00		\$107,408 \$97,096	9.32% 17.51%

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	Step	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
92780	PARKER, AMY	Assoc Counsel for Accused	Attorney - Tier 2	8/23/2004	8/23/2004	45.99	\$95,663	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	12.28%
92781	PARROTTA, SANDRO	Assoc Counsel for Accused	Attorney - Tier 1	12/31/2001	12/31/2001	50.88	\$105,825	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.50%
92782	PASION, PAMELA	Assoc Counsel for Accused	Attorney - Tier 1	6/24/1998	6/24/1998	54.55	\$113,463	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$113,463	0.00%
93979	PEAQUIN, PETER	Society of Counsel	Attorney	6/3/2008	3/3/2014	43.88	\$91,278	40	Public Defense Attorney I	1/1/15	7.00	7.00	\$97,096.36	\$97,096	6.37%
92549	PELKA, DAN	Society of Counsel	Attorney	4/30/2005	4/30/2007	42.77	\$88,955	40	Public Defense Attorney I	1/1/15	10.00	10.00	\$104,729.18	\$104,729	17.73%
	PENN, PATRICIA	Society of Counsel	Attorney	6/19/1995	6/19/1995	47.24	\$98,251	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	9.32%
77616	PERKINS, ABBEY	Assoc Counsel for Accused	Attorney - Tier 3	7/3/2006	7/3/2006	40.60	\$84,440	. 40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	20.70%
	PETERSON, DORRY	Society of Counsel	Attorney	8/20/2001	8/20/2001	47.24	\$98,251	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	9.32%
92637	PHAIR, VONE	Defender Association	Kent Support Coordinator	8/16/2010	8/16/2010	18.38	\$38,231	40	Legal Administrative Specialist II	1/1/15	5.00	38	\$23.01	\$23.01	25.17%
92785	PICCHENA, JILL	Assoc Counsel for Accused	Investigator	10/12/2000	10/12/2000	33.42	\$69,504	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	8.04%
92845	PICKERING, SUZANNE	NW Defenders	Attorney 3 and 1	10/15/2008	10/15/2008	40.53	\$84,312	40	Public Defense Attorney I	1/1/15	7.00	7.00	\$97,096.36	\$97,096	15.16%
92554	PODRIZNIK, RICHARD	Society of Counsel	Paralegal	8/28/2005	8/28/2008	26.20	\$54,489	40	Public Defense Paralegal	1/1/15	10.00	49	\$33.62	\$33.62	28.35%
92542	POISEL, JOSHUA	Society of Counsel	Attorney	9/20/2006	9/20/2006	45.00	\$93,603	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	8.88%
92543	POLLOCK, TERRI	Society of Counsel	Attorney	3/1/1988	3/1/1988	51.03	\$106,133	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.20%
94529	PORTER, PAMELA	Society of Counsel	Legal Assistant	6/30/2014	6/30/2014	19.34	\$40,226	40	Legal Administrative Specialist II	1/1/15	1.00	38	\$20.44	\$20.44	5.67%
92638	PRADO, ARNOLD	Defender Association	Paralegal	6/19/1989	6/19/1989	30.67	\$63,797	40	Public Defense Paralegal	1/1/15	10.00	49	\$33.62	\$33.62	9.63%
92642	PRESTIA, WILLIAM	Defender Association	Attorney	10/15/2001	10/15/2001	50.79	\$105,634	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.68%
92848	PROUD, SONYA	NW Defenders	Prof Non-Legal 10,Paraigi	10/24/2001	10/24/2001	30.79	\$64,051	40	Public Defense Paralegal	1/1/15	10.00	49	\$33.62	\$33.62	9.19%
94049	RADACHY, JANET	Society of Counsel	Social Worker	3/24/2014	3/24/2014	23.62	\$49,136	40	Public Defense Mitigation Specialist II	1/1/15	1.00	60	\$34.43	\$34.43	45.76%
94958	RANCICH, EMMA	Society of Counsel	Investigator	10/8/2010	10/8/2014	26.32	\$54,737	40	Public Defense Investigator	1/1/15	5.00	52	\$32.07	\$32.07	21.85%
92545	RANDOLPH JR., JOHN	Society of Counsel	Attorney	7/18/2001	7/18/2001	49.78	\$103,543	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	3.73%
92643	REDMAN, HELEN	Defender Association	Attorney	3/17/2005	3/17/2008	45.91	\$95,493	40	Public Defense Attorney I	1/1/15	10.00	10.00	\$104,729.18	\$104,729	9.67%
92800	REPANICH, ANDREW	Society of Counsel	Attorney	4/3/2013	1/1/2002	28.37	\$59,002	40	Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	9.86%
92786	RETTINGHOUSE, HEIDI	Assoc Counsel for Accused	Attorney - Tier 3	6/21/2007	6/21/2007	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	8.00	8.00	\$99,238.53	\$99,239	17.53%
92794	RICHARDS, JANNA	Assoc Counsel for Accused	Investigator	5/3/2004	8/14/2000	30.96	\$64,391	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	16.62%
92795	RICHARDS, JOSEPH	Assoc Counsel for Accused	Attorney - Tier 1	5/7/2001	5/7/2001	50.88	\$105,825	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.50%
92644	RIEGER, DONNA	Defender Association	Bookkeeper	12/11/2002	12/11/2008	29.80	\$61,993	24	Accountant	1/1/15	10.00	52	\$36.10	\$36.10	21.13%
92796	RILEY, THOMAS	Assoc Counsel for Accused	Investigator	10/2/1989	10/2/1989	30.96	\$64,391	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	16.62%
92645	ROBERTS, LORRAINE	Defender Association	Attorney	8/3/1995	8/3/1995	50.79	\$105,634	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.68%
94789	ROGERS, MICKAYLA	NW Defenders	Legal Clerk 1	8/18/2014	8/18/2014	17.72	\$36,852	40	Legal Administrative Specialist II	1/1/15		38	\$20.44	\$20.44	15.34%
92798	ROGERS-WILLIAMS, EVELINA	Assoc Counsel for Accused	Office Asst 2/Jail Intvwr	9/17/2007	9/17/2007	18.48	\$38,443	40	Legal Administrative Specialist II	1/1/19	8.00	38	\$24.70	\$24.70	33.66%
92646	ROMANOVICH, ROBIN	Defender Association	Attorney	12/3/2007	12/3/2007	44.78	\$74,511	32	Public Defense Attorney I	1/1/15	_	8.00		\$79,391	6.55%
76976	ROMERO, KIM	Director's Office	Public Defense Interviewer	6/2/2008	5/7/2007	26.71	\$55,565	35	Public Defense Interviewer	1/1/15	_	44	\$27.81	\$27.81	4.12%
92558	RONHOLT, LINDA	Society of Counsel	Legal Assistant	10/3/1988	10/3/1988	30.33	\$63,084	40	Legal Administrative Specialist III	1/1/19	_		\$29.86	\$30.33	0.00%
92801	ROSIER, NIKELLE	Assoc Counsel for Accused	Social Worker	11/1/1999	11/1/1999	31.80	\$66,151	40	Public Defense Mitigation Specialist II	1/1/15	10.00		\$43.65	\$43.65	37.24%
92649	ROSS, KATHRYN	Defender Association	DPAC Dir/Attorney	7/26/1998	7/26/2005	55.40	\$57,612	20	Public Defense Attorney I	1/1/15				\$57,612	0.00%
92802	RYBALKIN, NICOLE	Assoc Counsel for Accused	Attorney - Tier 3	9/24/2010	9/24/2010	35.47	\$73,768	40	Public Defense Attorney I	1/1/15		5.00		\$92,275	25.09%
92804	SAEDA, SCOTT	Assoc Counsel for Accused	Senior Attorney I	8/1/1989	8/1/1989	53.46	\$111,193	40	Public Defense Attorney I	1/1/15					0.00%
92805	SALOMON, JESSE	Assoc Counsel for Accused	Attorney - Tier 3	8/2/2006	8/2/2007	40.60	\$84,440	40	Public Defense Attorney I	1/1/19	-	9.00		\$101,918	20.70%
92806	SAMUEL, ANNA	Assoc Counsel for Accused	Attorney - Tier 3	2/20/2001	2/20/2001	40.60	\$84,440	40	Public Defense Attorney I	1/1/15	_			\$107,408	27.20%
95607	SANDERS, CHRISTOPHER	Assoc Counsel for Accused	Attorney 1	4/6/2015	4/6/2015	28.99	\$60,296	40	Public Defense Attorney I	1/1/1		1.00		\$61,204	1.51%
93287	SANDERS, MATTHEW	Assoc Counsel for Accused	Attorney - Tier 2	8/28/2013	8/28/2013	28.94	\$60,190	40	Public Defense Attorney I	1/1/19	2.00	2.00		\$64,821	7.69%
92652	SANGUINETTI, BOPHA	Defender Association	Mitigation Specialist	8/11/2003	8/11/2008	29.73	\$61,845	40	Public Defense Mitigation Specialist II	1/1/1	10.00	60	\$43.65	\$43.65	46.79%

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	Step	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
92849	SANTILLAN, JUAN	NW Defenders	Prof Non-Legal 3, Paralgl	5/23/2012	5/23/2012	25.12	\$52,255	40	Public Defense Paralegal	1/1/15	3.00	49	\$28.48	\$28.48	13.37%
	SARHAN, ATEF	Director's Office	Public Defense Interviewer	. 1/1/1989	1/1/1989	30.11	\$62,622	37.5	Public Defense Interviewer	1/1/15	10.00	44	\$30.61	\$30.51	1.67%
92654	SCHEINMAN, TENAYA	Defender Association	Attorney	3/3/2007	3/3/2008	45.91	\$95,493	40	Public Defense Attorney I	1/1/15	8.00	8.00	\$99,238.53	\$99,239	3.92%
92550	SCHMIDT, SCOTT	Society of Counsel	Attorney	3/1/2001	3/1/2001	48.54	\$100,960	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	6.39%
92656	SCHULTZ, LYNN	Defender Association	Investigator	7/11/2005	7/11/2005	29.15	\$60,635	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	23.85%
92807	SCHULTZ, RACHAEL	Assoc Counsel for Accused	Paralegal	11/23/2009	11/23/2009	24.34	\$50,621	40	Public Defense Paralegal	1/1/15	6.00	49	\$30.58	\$30.58	25.65%
94029	SCHWARZ, WILLIAM	NW Defenders	Attorney 1	3/17/2011	3/17/2014	35.40	\$73,641	40	Public Defense Attorney I	1/1/15	4.00	4.00	\$85,712.09	\$85,712	16.39%
	SCOTT, DEBRA	Defender Association	Investigator	9/6/2006	9/6/2006	28.31	\$58,874	40	Public Defense Investigator	1/1/15	9.00	52	\$35.26	\$35.26	24.56%
94274	SCULLY, SIDNEY	Assoc Counsel for Accused	Investigator	5/12/2008	5/12/2014	28.29	\$58,853	40	Public Defense Investigator	1/1/15	7.00	52	\$33.62	\$33.62	18.83%
92660	SEAGER, SARA	Defender Association	Investigator	8/24/1998	8/24/1998	30.67	\$63,797	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	17.71%
92662	SELK, CHRISTIAN	Defender Association	Investigation Asst Supv	11/30/1987	11/30/1987	34.57	\$71,901	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	4.44%
92808	SEVILLA, IRIS	Assoc Counsel for Accused	Investigator	9/1/1989	9/1/1989	33.42	\$69,504	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	8.04%
92900	SHALEEN, GARY	Assoc Counsel for Accused	Paralegal	2/27/2013	2/27/2013	21.61	\$44,957	40	Public Defense Paralegal	1/1/15		49		\$27.81	28.68%
92551	SHAMULKA, BRUCE	Society of Counsel	Attorney	10/16/1995	10/16/1995	48.54	\$100,960	40	Public Defense Attorney I	1/1/15		.11.00	\$107,408.22	\$107,408	6.39%
95118	SHARKEY, KIMBERLY	Defender Association	Attorney	11/6/2008	11/6/2014	44.77	\$93,130	40	Public Defense Attorney I	1/1/15	-	7.00		\$97,096	4.26%
92810	SHAW, KRIS	Assoc Counsel for Accused	Attorney - Tier 1	10/24/2001	10/24/2001	50.88	\$105,825	40	Public Defense Attorney I	1/1/15	-	11.00		\$107,408	1.50%
92664	SHEPHERD, TORI	Defender Association	Attorney	5/7/2012	5/7/2012	30.65	\$63,754	40	Public Defense Attorney I	1/1/15	-	3.00		\$74.865	17.43%
-	SHER, ELIZABETH	NW Defenders	Attorney 1 and 2	11/5/2012	11/5/2012	28.94	\$60,190	40	Public Defense Attorney I	1/1/15		3.00		\$74,865	24.38%
93954	SHOECRAFT, JAHNA	Assoc Counsel for Accused	Social Worker	2/24/2008	2/24/2014	28.29	\$58,853	24	Public Defense Mitigation Specialist II	1/1/15	7.00	60		\$40.65	43.66%
	SHOTWELL, KRISTIN	Defender Association	Attorney	10/1/2010	12/18/2001	35.40	\$73,641	40	Public Defense Attorney I	1/1/15		5.00	\$92,275.14	\$92,275	25.30%
	SICHEL, WHITNEY	Defender Association	Attorney	2/6/2012	2/6/2012	30.65	\$63,754	40	Public Defense Attorney !	1/1/15	3.00	3.00		\$74,865	17.43%
	SILVESTRE, SELENE	Defender Association	Legal Asst/Office Asst	1/27/2011	1/27/2014	18.14	\$37,722	40	Legal Administrative Specialist I	1/1/15		34	\$20.43	\$20.43	12.67%
92853	SIRKIN, MICOL	NW Defenders	Attorney 2 and 2	9/8/2010	9/8/2010	35.40	\$73,641	40	Public Defense Attorney I	1/1/15		5.00		\$92,275	25,30%
	SKOW, CYNTHIA	Defender Association	Social Work Supervisor	6/18/1990	6/18/1990	36.69	\$76,314	40	Public Defense Mitigation Specialist II	1/1/15		60	\$43.65	\$43.65	18.96%
	Smith, DeShawn		,	4/27/2015	4/27/2015	24.30	\$50,537	40	Public Defense Paralegal	1/1/15		49		\$26.53	9.18%
	SMITH, SADE	NW Defenders	Attorney 1	9/15/2012	9/15/2014	30.65	\$63,756	40	Public Defense Attorney I	1/1/15	_	3.00		\$74,865	17.42%
	SOLTERO, BRANDON	Society of Counsel	Clerk	5/1/2014	5/1/2014	19.34	\$40,231	40	Legal Administrative Specialist I	1/1/15		34	\$18.59	\$19.34	0.00%
	SOMERSTEIN, LESLIE	NW Defenders	Attorney - Grade 3	8/9/2010	8/9/2010	35.87	\$74,617	40	Public Defense Attorney I	1/1/15	-	5.00		\$92,275	23.67%
92563	SONIK, LAUREN	Society of Counsel	Investigator	4/14/1986	4/14/1986	35.10	\$73,006	40	Public Defense Investigator	1/1/15	-	52		\$36.10	2.86%
92594	SORENSON, DAVID	Society of Counsel	Attorney	7/15/2000	7/15/2000	51.66	\$107,461	40	Public Defense Attorney I	1/1/15	-	11.00		\$107,461	0.00%
92670	SPENCER, ERICK	Defender Association	Senior Attorney	9/3/1991	9/3/1991	52.06	\$108,286	40	Public Defense Attorney I	1/1/15	-	11.00		\$108,286	0.00%
78707	SPENCER, JEFFERY	NW Defenders	Prof Non-Legal 4, Paralgl	6/2/2008	6/2/2008	25.88	\$53,825	40	Public Defense Paralegal	1/1/15		49		\$31.31	21.01%
92899	STARR, BRIAN	Assoc Counsel for Accused	Attorney	5/13/2013	5/13/2013	28.94	\$60,190	40	Public Defense Attorney I	1/1/15	-	2.00		\$64,821	7.69%
	STEARN, THERESA	Defender Association	Docket Clerk	4/11/1988	4/11/1988	27.30	\$56,774	40	Legal Administrative Specialist II	1/1/15	-	38		\$27.30	0.00%
	STEPHENS, ISAAC	Society of Counsel	Attorney	10/4/1988	10/4/1988	47.24	\$98,251	40	Public Defense Attorney I	1/1/15				\$107,408	9.32%
	STEWARD, KEVIN	NW Defenders	Prof Non-Legal 9,Invstgr	5/18/2005	5/18/2009	30.79	\$64,051	40	Public Defense Investigator	1/1/15	-	_		\$36.10	17.24%
	STEWART, VIRGINIA	Assoc Counsel for Accused	Investigator	7/11/2005	7/11/2005	32.41	\$67,403	40	Public Defense Investigator	1/1/15				\$36.10	11.41%
	STOCK, MATTHEW	NW Defenders	Attorney 1	5/15/2015	5/15/2015	27.81	\$57,835	40	Public Defense Attorney I	1/1/15		1.00		\$61,204	5.83%
	STUDEMAN, PAMELA	Assoc Counsel for Accused	Attorney - Tier 2	3/3/1987	3/3/1987	45.99	\$95,663	40	Public Defense Attorney I	1/1/15		-		\$107,408	12.28%
	SUNER, VICTORIA	Society of Counsel	Investigator	10/8/2009	10/8/2014	28.97	\$60,253	40	Public Defense Investigator	1/1/15		52		\$32.84	13.35%
	SUSLOVA, TATYANA	NW Defenders	Legal Clerk 6	8/16/2011	8/16/2011	20.44	\$42,517	40	Legal Administrative Specialist II	1/1/15		38		\$22,47	9.91%
	SYMONS, BRANDT	Society of Counsel	Attorney	3/24/2008	3/24/2008	28.37	\$59,002	40	Public Defense Attorney I	1/1/15		7.00		\$97.096	64.57%
	TESFAYE, BEZAWIT	Defender Association	Paralegal	12/23/2012	12/23/2014	23.03	\$47,906	40	Public Defense Paralegal		3.00	49	***********	\$28.48	23.66%

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	Step	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
92674	THOMAS, LEONA	Defender Association	Attorney	8/1/1986	8/1/1986	50.79	\$105,634	40	Public Defense Attorney I	1/1/15			\$107,408.22	\$107,408	1.68%
92677	TOBIN, MILO	Defender Association	Docket Clerk	7/19/1999	7/19/1999	27.30	\$56,774	40	Legal Administrative Specialist II	1/1/15	10.00	38	\$25.90	\$27.30	0.00%
92856	TORRES, MARLON	NW Defenders	Prof Non-Legal 2,Invstgr	9/29/2008	9/29/2008	24.40	\$50,749	40	Public Defense Investigator	1/1/15	7.00	52	\$33.62	\$33.62	37.81%
92679	TRAN, HONG	Defender Association	Attorney	6/11/2004	6/11/2008	49.52	\$103,004	40	Public Defense Attorney I	1/1/15	11.00		\$107,408.22	\$107,408	4.28%
67566	TRICKEY, LOIS	Society of Counsel	Attorney	1/1/1981	1/1/1981	51.03	\$106,133	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.20%
93574	TSAO, AILEEN	Defender Association	Senior Attorney	11/1/2013	11/1/2013	28.94	\$60,199	40	Public Defense Attorney I	1/1/15		2.00	\$64,820.60	\$64,821	7.68%
68623	TUGUBLIMAS, ROSEMARIE	Director's Office	Public Defense Coordinator	10/18/1981	10/18/1981	33.86	\$70,437	40	Public Defense Coordinator	1/1/15		50	\$35.29	\$35.29	4.22%
92681	TURNER, TIFFANIE	Defender Association	Paralegal	7/26/1999	7/26/1999	30.67	\$63,797	40	Public Defense Paralegal	1/1/15	-	49	\$33.62	\$33.62	9.63%
94427	URS, TARA	Defender Association	Attorney	6/16/2010	6/16/2014	43.63	\$90,759	40	Public Defense Attorney I	1/1/15		5.00	\$92,275.14	\$92,275	1.67%
92816	VARGAS, HAYDEE	Assoc Counsel for Accused	Attorney - Tier 2	5/24/2004	5/24/2004	45.99	\$95,663	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	12.28%
92684	VARNADO-RHODES, SHARON	Defender Association	Attorney	4/20/1998	4/20/1998	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.68%
92686	VAVRICK, DOUGLAS	Defender Association	Paralegal	5/24/2004	5/24/2004	29.73	\$61,845	40	Public Defense Paralegal	1/1/15		49	\$33.62	\$33.62	13.09%
92688	VERNON, PAUL	Defender Association	Attorney	9/2/2008	9/2/2008	44.78	\$93,138	40	Public Defense Attorney I	1/1/15	-	7.00	\$97,096.36	\$97,096	4.25%
94737	VILLA, ERIKA	Defender Association	Investigator	8/4/2009	8/4/2014	26.73	\$55,594	40	Public Defense Investigator	1/1/15		52	\$32.84	\$32.84	22.85%
92822	WALKER, SOFIA	Assoc Counsel for Accused	Paralegal .	9/14/2009	9/14/2009	23.77	\$49,433	40	Public Defense Paralegal	1/1/15		49	\$30.58	\$30.58	28.67%
92691	WALLACE, KATHERINE	Defender Association	Attorney	8/26/1996	8/26/1996	50.79	\$105,634	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	1.68%
	WARD, RAYMOND	NW Defenders	Prof Non-Legal 9,Invstgr	10/28/2003	10/28/2003	29.89	\$62,163	40	Public Defense Investigator	1/1/15		52	\$35.10	\$36.10	20.80%
92597	WARTNIK, FELICIA	Society of Counsel	Attorney	8/29/1994	8/29/1994	47.24	\$98,251	40	Public Defense Attorney I	1/1/15		11.00	\$107,408.22	\$107,408	9.32%
92895	WEAVER, KATELYN	Assoc Counsel for Accused	Attorney 1	1/9/2012	1/9/2012	28.94	\$60,190	40	Public Defense Attorney I	1/1/15		3.00	\$74,864.69	\$74,865	24.38%
	WEIGEL, TAMMI	Director's Office	Public Defense Interviewer	5/16/2007	5/16/2007	27.36	\$56,899	26.25	Public Defense Interviewer	1/1/15	8.00	44	\$28.48	\$28.48	4.11%
	WEISBERG, SUSAN	Assoc Counsel for Accused	Mitigation Specialist	12/3/2006	12/3/2014	28.29	\$58,853	20	Public Defense Mitigation Specialist II	1/1/15	9.00	60	\$42.62	\$42.62	50.64%
	WHEELER, QUINLAN	NW Defenders	Legal Clerk 1	8/1/2011	8/1/2011	17.72	\$36,852	40	Legal Administrative Specialist II	1/1/15	4.00	-38	\$22.47	\$22.47	26.81%
	WHITE, MONYCA	Society of Counsel	Attorney	4/21/2014	4/21/2014	37.13	\$77,222	40	Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$77,222	0.00%
5.200	Wiggins, Henry	Defender Association	Attorney	8/7/2000	8/7/2000	50.79	\$105,634	40	Public Defense Attorney I	1/1/15	11.00	11.00	\$107,408.22	\$107,408	1.68%
92860	WIGGS-MARTIN, JOSEPHINE	NW Defenders	Attorney 3 and 2	1/9/2006	1/9/2006	43.64	\$90,762	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	12.29%
	WILLIAMS, LEONARD	Assoc Counsel for Accused	Investigator	9/12/2005	9/12/2005	32.41	\$67,403	40	Public Defense Investigator	1/1/15	10.00	52	\$36.10	\$36.10	11.41%
	WILSON, DEBORAH	Assoc Counsel for Accused	Attorney - Tier 1	2/1/1987	2/1/1987	48.28	\$100,415	40	Public Defense Attorney I	1/1/15	11.00	11.00		\$107,408	6.96%
	WITHERSPOON, BETTYE	Assoc Counsel for Accused	Investigator	1/21/1987	1/21/1987	33.42	\$69,504	40	Public Defense Investigator	1/1/15	10.00		\$36.10	\$36.10	8.04%
	WOLF, SAMUEL	NW Defenders	Attorney 2 and 1	6/23/2010	6/23/2011	35.40	\$73,641	40	Public Defense Attorney I	1/1/15	5.00	5.00	\$92,275.14	\$92,275	25.30%
	WOLFE, JUSTIN	NW Defenders	Attorney 4&3,Atty Unit Supv	4/30/2003	4/30/2003	52.19	\$108,562	40	Public Defense Attorney I	1/1/15			\$107,408.22	\$108,562	0.00%
	WOOD, SUSAN	Assoc Counsel for Accused	Social Worker	5/16/1997	5/16/1997	33.42	\$69,504	40	Public Defense Mitigation Specialist II	1/1/15	10.00	60	\$43.65	\$43.65	30.62%
	WOODS, AMONTAINE	Assoc Counsel for Accused	Word Processor Tech	1/30/2012	1/30/2015	19.41	\$40,374	40	Word Processing Operator	1/1/15	3.00	42	\$24.12	\$24.12	24.28%
	YESCAS, CLAUDIA	Assoc Counsel for Accused	Office Asst 2/Receptn	2/21/2012	2/21/2012	16.64	\$34,603	40	Legal Administrative Specialist II	1/1/19	3.00	38	\$21.94	\$21.94	31.89%
	YOUNG, JEFFREY	NW Defenders	Legal Clerk 2	1/14/2013	1/14/2013	17.72	\$36,852	40	Legal Administrative Specialist II	1/1/15	2.00	38	\$21.43	\$21.43	20.93%
	YOUNG, LEI	Defender Association	Attorney	9/7/2006	9/7/2006	45.91	\$95,493	40	Public Defense Attorney I	1/1/15	9.00	9.00	\$101,917.57	\$101,918	6.73%
	ZIMMERMAN, HENRY	Defender Association	Mitigation Specialist	8/21/1998	8/21/2006	30.67	\$63,797	40	Public Defense Mitigation Specialist II	1/1/1	10.00		\$43.65	\$43.65	42.30%
	ZORICH, JACKLYNN	Defender Association	Supervisor - SOC Div	1/2/2003	1/2/2003	56.79	\$118,131	40	Public Defense Attorney I	1/1/1	11.00	11.00		\$118,131	0.00%
32,00	Bays, Nathan	Defender Association	Attorney	8/17/2012	8/17/2015			1	Public Defense Attorney I	1/1/1	3.00	3.00		\$74,865	NA
	Bray, David	Society of Counsel	Attorney	4/17/2015	4/17/2015				Public Defense Attorney 1	1/1/1	1.00	1.00	\$61,204.36	\$61,204	NA
	Brown Lee, Deborah	Assoc Counsel	Attorney	7/20/2011	7/20/2015				Public Defense Attorney I	1/1/1	4.00	4.00	\$85,712.09	\$85,712	NA
	de Peyster, Brooks	Defender Association	Attorney	8/3/2015	8/3/2015				Public Defense Attorney I	1/1/1	5 1.00	1.00	\$61,204.36	\$61,204	NA
	Dooley, Vanessa	Assoc Counsel	Attorney	8/24/2015	8/24/2015				Public Defense Attorney I	1/1/1	5 1.00	1.00	\$61,204.36	\$61,204	NA
	Farole, Jamila	Assoc Counsel	Social Worker/Mitigation Spec	8/3/2015	8/3/2015			1 .	Public Defense Mitigation Specialist II	1/1/1	5 1.00	60	\$34.43	\$34.43	NA

People Soft ID	Name	Division	Job Name	Date used to calculate step placement (and step advancement	Adj Service Date	Salary Hourly Rate	Current Annualized Rate	Standard Hrs	New Classification	Date	Step	Grade	Hourly Rate (Annual for Atty's)	1/1/15 Annualized Rate	Rate Increase on 1/1/15
	Jenkins, Ahmed	Defender Association	Attorney	8/17/2008	8/17/2015		A.		Public Defense Attorney I	1/1/15	7.00	7.00	\$97,096.36	\$97,096	NA
	Marie, Sarra	Assoc Counsel	Attorney	8/20/2013	8/20/2015		- 8		Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	NA
	Rusk, Timothy	Assoc Counsel	Attorney	6/27/2015	6/27/2015				Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$61,204	NA
	Russell, Keily	Assoc Counsel	Social Worker/Mitigation Spec	8/10/2008	8/10/2015				Public Defense Mitigation Specialist II	1/1/15	7.00	60	\$40.65	\$40.65	NA
	Stevens, Brandon	NW Defender	Attorney	7/27/2013	7/27/2015				Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	NA
	Truett, Steven	Defender Association	Legal Office Assistant	7/6/2015	7/6/2015				Legal Administrative Specialist 1	1/1/15	1.00	34	\$18.59	\$18.59	NA
	Palmer, Harold	Society of Counsel	Attorney	10/2/2002	10/2/2006				Public Defense Attorney !	1/1/15	11.00	11.00	\$107,408.22	\$107,408	NA
	Mahaleth, Jeng	Defender Association	Office Assistant	4/29/2015	4/29/2015				Legal Administrative Specialist I	1/1/15	1.00	34	\$18.59	\$18.59	NA
	Rose, Lea	Assoc Counsel	Word Processor Tech	10/15/2010	10/15/2012				Word Processing Operator	1/1/15	5.00	42	\$25.30	\$25.30	NA
	Langley, Mark	Assoc Counsel	Attorney	6/20/2005	6/20/2005				Public Defense Attorney I	1/1/15	10.00	10.00	\$104,729.18	\$104,729	NA
	Roberts, Royce	Society of Counsel	Attorney	9/10/1990	9/10/1990				Public Defense Attorney I	1/2/15	11.00	11.00	\$107,408.22	\$107,408	NA
	Alho, Kieran .	Director's Office	Legal Assistant	9/29/2015	9/29/2015				Legal Administrative Specialist II	1/1/15	1.00	38	\$20.44	\$20.44	NA
	Johnson, Jodi	Society of Counsel	Legal Assistant	9/14/2015	9/14/2015				Legal Administrative Specialist !	1/1/15	1.00	34	\$18.59	\$18.59	NA
	Klein, Stephanie	Society of Counsel	Legal Assistant	10/5/2015	10/5/2015				Legal Administrative Specialist I	1/1/15	1.00	34	\$18.59	\$18.59	NA
	Elijah, Emily	Society of Counsel	Attorney	10/3/2015	10/3/2015				Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$61,204	NA
	Gallardo, Alej	Assoc Counsel	Legal Admin Spec II	9/14/2015	9/14/2015				Legal Administrative Specialist I	1/1/15	1.00	34	\$18.59	\$18.59	NA NA
	Cecchini, Gina	Assoc Counsel	Legal Admin Spec II	9/14/2015	9/14/2015				Legal Administrative Specialist I	1/1/15	1.00	34	\$18.59	\$18.59	NA
	Marlow, John	Defender Association	Attorney .	10/5/2015	10/5/2015				Public Defense Attorney I	1/1/15	1.00	1.00	\$61,204.36	\$61,204	NA
	Putka, Daphne	Assoc Counsel	Attorney	9/14/2013	9/14/2015		1		Public Defense Attorney I	1/1/15	2.00	2.00	\$64,820.60	\$64,821	NA
	Roman, Hannah	Defender Association	Attorney	10/1/2009	10/1/2015				Public Defense Attorney I	1/1/15	6.00	6.00	\$94,685.09	\$94,685	NA

Memorandum of Agreement By and Between King County And

Service Employees International Union, Local 925 Department of Public Defense

Subject: Initial Placement of Seniors

Introduction:

The Department of Public Defense recognizes that salary parity in the American Bar Association's Ten Principles of a Public Defense Delivery System between prosecution and defense cannot be achieved unless there is approximate parity in the distribution of non-senior and senior level attorneys between the prosecution and defense.

The parties recognize that this parity is not a mathematical exercise, but rather one that must cater to the needs of the Department of Public Defense to recruit, retain, and promote talented and qualified non-senior and senior level attorneys to represent indigent defendants in King County.

The purpose of this MOA between the parties is to designate a process to initially fill the senior public defender positions in the Department of Public Defense.

Background:

- 1. The parties have negotiated in good faith and agreed to a first Collective Bargaining Agreement (CBA) between King County and SEIU, Local 925 representing non-supervisory employees of the Department of Public Defense (DPD).
- 2. Historically, the predecessor public defense agencies that became the divisions of the Department of Public Defense lacked parity regarding the number of and levels of senior attorneys, as such, very few attorneys were designated as senior attorneys.
- 3. The Prosecuting Attorney's Office (PAO), excluding the civil division, presently has approximately 191 prosecuting attorneys, approximately 97 of whom are Senior Prosecuting Attorneys (approximately 50%).

- 4. The parties desire that the number of Senior Public Defenders in DPD be determined by the number of public defenders performing work in practice areas that the PAO also appears in, multiplied by the percentage of deputies in the DPD practice areas that the PAO appears in who are seniors.
- **5.** The CBA provides in article 26 for a method of selection of senior attorneys and the promotion of senior attorneys between the various senior levels.
- **6.** The parties wish to modify the application of article 26 for the initial populating of the senior levels pursuant to this MOA.

Agreement:

- 1. This MOA shall be effective upon adoption of the CBA by ordinance of the Metropolitan King County Council and shall expire on December 31, 2016, unless extended in writing by mutual agreement of the parties.
- **2.** The parties agree that article 26, subject to the following modifications shall apply for the initial populating of the senior levels.
 - a. The timelines specified in Article 26 are hereby waived.
- **b.** Attorneys that are eligible under Article 26 to submit an application for placement into a senior level may submit an application to be initially placed at any senior level.
- **c.** All Attorneys placed in a senior level pursuant to this MOA shall receive their senior level pay retroactive to January 1, 2015, consistent with Article 26.2.
- d. DPD shall, absent an emergency circumstance or circumstances, select at least 35 seniors no later than six (6) months following the effective date of this MOA, provided that 35 or more public defenders apply to become senior public defenders. This number is intended to reflect an initial placement. It is understood that this number represents less than the current approximate senior parity with the prosecutor's office.
- e. Subject to "d" above, a minimum of five (5) public defenders selected for senior level placement shall be placed at senior level four (4) or higher. Those selected for senior levels below senior level four (4) shall be approximately equally distributed between senior levels one (1), two (2), and three (3).
- **f.** If an agency designated senior is selected for senior level placement, he or she shall be placed no lower than senior level two (2).
- g. Salary step placement for those selected for senior level placement shall be to step one (1) of the applicable senior level pay range or the step that is closest to the employee's existing salary within the range that is not a decrease, whichever is higher. In the event an

employee's current wage is higher than the top step of the senior level salary range, his or her salary shall be Y-rated (frozen) until such time as the top step of the pay range increases to a level equal to or higher than the employee's current salary or the employee is selected for placement into a higher senior level and corresponding pay range.

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

For Service Employees International Union, Local 925:

Ida Kovacic

Organizer/Representative

11/5//5 Date

For King County:

Sasha P. Alessi

Labor Negotiator

Office of Labor Relations

King County Executive Office