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Coalition Labor Agreement (CLA) - Appendix 462
Agreement Between King County
And
Service Employees International Union, Local 925
Department of Public Defense

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AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
DEPARTMENT OF PUBLIC DEFENSE

PREAMBLE

These articles, inclusive of the Coalition Labor Agreement, constitute an Agreement, the 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. This Introduction is not subject to grievance.

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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: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the bargaining unit as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All Superseding and non-superseding provisions, unless otherwise noted in this Appendix or in the CLA.

Section 2.3. The following CLA provisions apply and are added for ease reference only

- Donated Leaves (CLA Article 6)
- Holidays, Eligibility (CLA Article 10)
- Insured Benefits, HRA, and VEBA (CLA Article 25)
- Public Records Request (CLA Article 19)
- Reimbursement for Personal Transportation (CLA Article 24)
- Special Duty (CLA Article 15)
- Transportation Benefits (CLA Article 34)

ARTICLE 3: UNION RECOGNITION

Section 3.1. 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, Human Resource employees, Public Information Officers, 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 Finance and Business Operations Division, the Department of Human Resources, and Benefits and Retirement Operations. Also excluded is conflict counsel that is retained by King County.

Section 3.2. Union Membership. All members of the bargaining unit may join SEIU Local

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925 if they so choose.

ARTICLE 4: 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 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 5: VACATIONS

Section 5.1. Vacation Leave is pursuant to CLA Articles 9 and 32, in addition to the below provisions.

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

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Public Defender I 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 I:

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	2	000 thru 024	0.0462 X Basis Hours	12
3	3	025 thru 036	0.0500 X Basis Hours	13
4	5	037 thru 60	0.0577 X Basis Hours	15
6	6	61 thru 72	0.0615 X Basis Hours	16
7	8	73 thru 96	0.0654 X Basis Hours	17
9	10	97 thru 120	0.0693 X Basis Hours	18
11	12	121 thru 144	0.0769 X Basis Hours	20
13	17	145 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
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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

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

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ARTICLE 6: PAID SICK LEAVE

Section 6.1. Paid sick leave shall be pursuant to CLA Article 31, including the below provisions.

Section 6.2. Dolan Sick Leave Balances.

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 6.3. 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.

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 the members of the bargaining unit are engaged in a work stoppage, the Union shall immediately, in writing, order

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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 bargaining unit members to cease engaging in such a work stoppage.

B. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties: to discipline in accordance with Article 11 of this Appendix and CLA Article 26, Dispute Resolution Procedure.

1. Discharge

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

Employees shall be eligible for unpaid leave pursuant to the CLA, Article 3.

Section 8.1. 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

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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. 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;

B. Submit communications authorized by the Union or its officers to the King County Public Defender or their designee;

C. Designated Union representatives shall be permitted a reasonable amount of on-duty time to conduct grievance resolution; and

D. Worksite Visitation. Representatives of the Union may visit the worksite locations of employees covered by this Agreement for the purpose of conducting union business; provided that the representatives notify the Employer of their presence and do not interfere with employees in the performance of their duties. Attorney-client and work-product privileged information shall not be not be disclosed to a union representative, nor shall any client file or related documents be reviewed by a union representative unless previously approved by the Employer, which may include redaction at the Employer's discretion. This section shall not apply to access to Department of Adult and Juvenile Detention facilities.

Section 9.3. Bargaining Unit List.

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 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 9.5. 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

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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: DISPUTE RESOLUTION PROCEDURE

Pursuant to CLA Article 26, except as modified below.

Section 10.1. 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 10.2. 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 10.3. 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

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provided by the rules of professional conduct or by statutory or constitutional provisions. In the event either party at any time wishes to present such information, after consultation between the parties, the managing attorney for the law office or designee shall provide for the information to be presented while not improperly disclosing client confidences and/or otherwise privileged information.

ARTICLE 11: 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 to attempt to enhance their promotional opportunities.

ARTICLE 12: 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

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transfer attorneys to assignments where they are interested in working.

An attorney may request to be transferred out of their current assignment at any time by making a written request to their Division's 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 their 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 no 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. Subsection D shall not apply to Public Defenders above step 14.

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 their current unit absent mutual agreement. This section does not apply to administrative transfers due to exigent circumstances. Subsection E shall not apply to Public Defenders above step 11.

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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 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 they 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 the above procedures is grievable.

ARTICLE 13: CONTRACTING OUT

The parties agree that appointment of conflict/capacity counsel shall constitute "notice of contracting out" pursuant to CLA, Article 16 and no further action shall be required. DPD shall provide a regular report at LMC meetings with SEIU that documents all appointments of cases to the "capacity counsel panel" that were made due to DPD attorney caseload limits. Upon request, the report will be provided to SEIU's office quarterly.

ARTICLE 14: HOURS OF WORK AND OVERTIME

Section 14.1. 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 14.2. Breaks. Employees shall be granted an unpaid meal period of no less than 30

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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 their supervisor, to take their 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 14.3. 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 made prior to submission of employee time sheets. Administration of compensatory time shall be in accordance with the Personnel Guidelines, as amended, including cash out of all accrued compensatory time at the end of the pay period that includes December 31st.

Work performed, with management's approval, on the day of observance of a Holiday by an FLSA non-exempt employee shall be paid at the contractual overtime rate.

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 14.4. Flexible Hours Protected for Non-Exempt Employees. With management approval, employee schedules may be flexed to complete an employee's 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 14.5. Investigators. It is understood that Investigators may need to flex their normal

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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. Overtime may be approved if needed to complete assigned tasks, duties, and responsibilities if investigator cannot flex their schedule.

Section 14.6. 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.

Section 14.7. Attorney On-call Duty. Attorney on-call duty shall be pursuant to DPD's December 15, 2020, On-Call Attorney policy, as amended.

ARTICLE 15: 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 or on the first day of their return from leave.

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 their return from leave unless the preparation and 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

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additional work.

ARTICLE 16: 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 16.1. Each FLSA exempt employee will be granted a minimum of five (5) 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 five days of executive leave, exempt employees may be granted up to five additional days of executive leave in recognition of excess work or performance expectations.

Section 16.2. Subject to the limit set forth in 18.3, attorneys shall receive executive leave pursuant to DPD's December 15, 2020, On-call Attorney policy, as amended.

Section 16.3. 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 17: MISCELLANEOUS

Section 17.1. 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 17.2. 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 17.3. 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.

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Section 17.4. Access to Reports from Case Management System. Upon request, the Union shall be provided reports showing workload assignments for bargaining unit members.

ARTICLE 18: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY

Section 18.1. 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 18.2. 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 18.3. 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 18.4. 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 18.5. 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

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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 18.6. Laid Off Employees Recall List.

Section 18.6.1. 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.

Section 18.6.2. Each Division shall maintain a Recall List, by seniority in classification, of all laid off employees. Laid off employees shall maintain their 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 their recall rights even if they accepts another classification or temporary position with the County.

A. Recall of Public Defender I 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 they were 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 they were laid off.

Section 18.6.3. 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

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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.

Section 18.6.4. 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.

Section 18.6.5. 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 their recall rights under this section.

Section 18.6.6. An employee recalled within two (2) years from the time of layoff will have their vacation leave accrual rate and any forfeited sick leave accruals restored.

Section 18.7. 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 19: 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

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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 20: 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.

The parties agree to participate in any coalition-wide review of bilingual pay premiums. The goal of the review will be to identify consistent and equitable bilingual work and pay practices. The parties will endeavor to begin and complete this work in 2023 for successor CBA negotiations.

ARTICLE 21: CASELOAD STANDARDS

Section 21.1. 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,

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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 21.2. 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 their 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 21.3. 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 21.4. 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 their 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 21.5. 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.

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Section 21.6. 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 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 deadline. When this occurs, supervisors will assist the assigned employee in prioritizing their 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 and 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 their supervisor that they have 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. In 2022, the parties shall convene a labor-management group to discuss any issues regarding the reasonableness of work assignments for these employees. The labor-management group shall prepare recommendations for consideration by the DPD Director. Such recommendations do not need to be unanimous.

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.

ARTICLE 22: PROBATIONARY PERIODS

For all non-attorney positions: 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

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to a maximum of 12 months by mutual agreement of the parties.

For Public Defender I positions: 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 twelve (12) months. Time spent as a temporary employee as a Public Defender I shall count towards probation if the Public Defender I is subsequently hired into a career-service Public Defender I position.

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

ARTICLE 23: WAGE RATES AND GENERAL WAGE INCREASES

Section 23.1. The 2021 wages for employees in the bargaining unit are set forth in Addendum A of this agreement.

Section 23.2. If during the life of this Agreement, King County and the King County Prosecuting Attorney Association agree to an attorney wage table that increases the salary of Prosecuting Attorneys at King County, Public Defender wages may be reopened.

Section 23.3. Public Defense Attorney I step progression

A. Initial Step placement. Employees hired into the Public Defense Attorney I classification shall be placed between initial steps 1-18 of the Public Defense Attorney I wage addendum at the exclusive discretion of management and not subject to grievance.

B. Step Progression. Each Public Defense Attorney I who is currently at steps 1- 17 of the Public Defense Attorney I 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.

C. Use of "Senior" Job Title. An employee who is at step 12 or higher may use the working job title of "Senior Public Defense Attorney."

Section 23.4. Non-Attorney Step Progression. Employees shall receive within-range increases from step one to the step two upon satisfactory completion of the probationary period, provided the employee was hired at step one. Thereafter, an employee shall receive a step increase

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annually on the employee's adjusted service date. In no event shall a non-Attorney employee receive pay in excess of step 10 of their salary range.

Section 23.5. Step placement upon change of classification/promotion. An existing employee who receives a promotion or upward change of classification shall be placed on their 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 23.6. Wage adjustment. The 2021-2024 wages for employees in the bargaining unit are set forth in Addendum A of this agreement.

ARTICLE 24: PROFESSIONAL RESPONSIBILITY

Section 24.1. 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 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.

Section 24.2. 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.

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ARTICLE 25: 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 26: 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.

ARTICLE 27: COUNTY TO INSURE AND DEFEND IN CONTEMPT AND DISCIPLINARY PROCEEDINGS

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.

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. Absent an independent investigation by DPD, no employee discipline may be taken against attorneys for any allegations contained in or the existence of dismissed bar complaint(s). During the term of this agreement, the definition of "alleged violations

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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.

All Attorneys employed by DPD shall comply with the DPD bar complaint policy, as amended, and promptly forward to their supervisor all notifications from the Washington State Bar Association that a complaint has been filed against them, regardless of the status or disposition of the complaint.

ARTICLE 28: 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 County shall notify the Union of all new, revised, or updated DPD policies and provide a copy of the same. Absent exigent circumstances, such policies shall be provided in advance of their effective date for the Union's consideration and review prior to implementation. Each LMC meeting shall include a report out of the number, frequency, type, duration, staffing, and other pertinent information as agreed by the parties, regarding service provided by on-call attorneys. The reporting tool, and any modifications to it, shall be promptly shared with the Union.

The parties agree to discuss managements approval process for vacation requests that are in excess of a three-week duration and the work coverage procedures for employees that callout sick.

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For Service Employees International Union, Local 925:

DocuSigned by:
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Damian Kent
SEIU Local 925, Lead Member Resource Center Representative

DocuSigned by:
899F9F5E6F744B0...
Rion Peoples
SEIU Local 925 Internal Organizer

SEIU Bargaining Team Members:

DocuSigned by:
7EE4E0D6A38A4A7...
Abbey McMahon

DocuSigned by:
B162E8159CED428...
Cory Potts

DocuSigned by:
050AE1FF216B4EA...
Reid Burkland

DocuSigned by:
A541A78EC78D415...
Nastassia McKee

DocuSigned by:
5D9B606B627E4EE...
Alix Willard

DocuSigned by:
3C018D5C2D794FC...
Elbert Aull

DocuSigned by:
323179179B24F7...
Kimberly La Fronz

For King County:

DocuSigned by:
9BBD219A728E4E7...
Sasha P. Alessi
Labor Manager
Office of Labor Relations

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cba Code: 462 **Union Code: A8**

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

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
7304100	733306	Functional Analyst I	54
7304200	733408	Functional Analyst II	57
6160100	629101	Legal Assistant (effective 1/1/2021)	39
6160100	629101	Legal Assistant (effective 1/1/2022)	40
6160100	629101	Legal Assistant (effective 1/1/2023)	41
6160100	629101	Legal Assistant (effective 1/1/2024)	42
6160200	629201	Legal Assistant - Lead (effective 1/1/2021)	41
6160200	629201	Legal Assistant - Lead (effective 1/1/2022)	42
6160200	629201	Legal Assistant - Lead (effective 1/1/2023)	43
6160200	629201	Legal Assistant - Lead (effective 1/1/2024)	44
2441100	243116	Project/Program Manager I	53
2441200	243223	Project/Program Manager II	58
6200200	621202	Public Defense Coordinator hired before implementation of 2021-2024 CBA	50
6200200	621203	Public Defense Coordinator hired after implementation of 2021-2024 CBA	44
342100	344203	Public Defense Interpreter	59
6200100	621102	Public Defense Interviewer	44
5162100	518101	Public Defense Investigator	56
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 classifications are paid on the King County "Squared" Pay Schedule.

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cba Code: 462

ADDENDUM A

Union Code: A8

Service Employees International Union, Local 925
Department of Public Defense
Wage Addendum
Public Defense Attorney 1

Year	GWI	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2020		**$70,773.87**	**$74,954.46**	**$86,568.77**	**$99,113.25**	**$106,701.50**	**$109,488.91**	**$112,277.15**	**$114,754.43**	**$117,851.34**
2021	1.50%	**$71,835.48**	**$76,078.78**	**$87,867.30**	**$100,599.95**	**$108,302.03**	**$111,131.25**	**$113,961.31**	**$116,475.75**	**$119,619.11**
2022	3.00%	**$73,990.54**	**$78,361.14**	**$90,503.32**	**$103,617.95**	**$111,551.09**	**$114,465.18**	**$117,380.15**	**$119,970.02**	**$123,207.69**
2023	4.00%	**$76,950.17**	**$81,495.59**	**$94,123.45**	**$107,762.66**	**$116,013.13**	**$119,043.79**	**$122,075.35**	**$124,768.82**	**$128,136.00**
2024	4.00%	**$80,028.17**	**$84,755.41**	**$97,888.39**	**$112,073.17**	**$120,653.66**	**$123,805.54**	**$126,958.37**	**$129,759.57**	**$133,261.43**

		Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
2020		**$121,103.01**	**$124,200.96**	**$127,306.82**	**$128,898.43**	**$130,508.56**	**$132,138.66**	**$133,792.26**	**$135,464.58**	**$137,156.66**
2021	1.50%	**$122,919.55**	**$126,063.97**	**$129,216.42**	**$130,831.91**	**$132,466.19**	**$134,120.74**	**$135,799.14**	**$137,496.54**	**$139,214.01**
2022	3.00%	**$126,607.14**	**$129,845.89**	**$133,092.91**	**$134,756.87**	**$136,440.17**	**$138,144.36**	**$139,873.11**	**$141,621.44**	**$143,390.43**
2023	4.00%	**$131,671.43**	**$135,039.73**	**$138,416.63**	**$140,147.14**	**$141,897.78**	**$143,670.13**	**$145,468.04**	**$147,286.30**	**$149,126.04**
2024	4.00%	**$136,938.28**	**$140,441.32**	**$143,953.29**	**$145,753.03**	**$147,573.69**	**$149,416.94**	**$151,286.76**	**$153,177.75**	**$155,091.08**

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Memorandum of Agreement

By and Between

King County,

Service Employees International Union, Local 925

Department of Public Defense

Subject: Grandfathering of Existing Public Defender Senior 4s

Background:

1. King County (County) and the Service Employees International Union, Local 925 (Union) are parties to a collective bargaining agreement (CBA) covering January 1, 2015 – December 31, 2017 and have successfully negotiated a successor CBA for the period of January 1, 2018 to December 31, 2020.

2. During negotiations for a successor CBA, the parties agreed to the elimination of senior levels 4 and 5.

3. There are presently four members of the bargaining unit at senior level 4 and zero members of the bargaining unit at senior level 5.

4. The parties wish to make provisions regarding the ongoing pay and future adjustments to the pay of those bargaining unit members.

Agreement:

1. This agreement shall apply only to the following employees:

EPPLER, GEORGE	Association of Counsel for the Accused Division
ADAIR, MARK	The Defender Association Division
DUBOW, JESSE	NW Defenders Division
O'CONNOR, COLLEEN	Society of Counsel Representing the Accused Division

2. The step placement as of December 31, 2018, for each of these employees shall be frozen and shall not increase.

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3. The salary of these employees shall increase pursuant to negotiated general wage increases such as the Master Labor Agreement and coalition premiums while this agreement is in effect.

4. An employee's promotion, demotion, voluntary change in classification, or separation of employment shall end this agreement in respect to that employee.

For Service Employees International Union, Local 925:

Michael Laslett — 2/8/18

Michael Laslett
Strategic Campaigns Director

Date

For King County:

Sasha Alessi — 2/8/18

Sasha Alessi, Labor Negotiator
Office of Labor Relations
King County Executive Office

Date

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cba Code: 462

Attachment to MOA
Regarding: Grandfathering of Existing Public Defender Senior 4s
SEIU, Local 925
Public Defense Attorney I
Senior Level 4

Union Code: A8

2018 Senior Level 4

2018 COLA = 3.25%

Classification Title	PeopleSoft Job Code	Job Class Code			
Public Defense Attorney 1	5160100	516101			
Senior Level 4	**Step 29**	**Step 30**	**Step 31**	**Step 32**	**Step 33**
Annual:	$ 146,790	$ 148,625	$ 150,482	$ 152,362	$ 154,267
Hourly:	$70.5719	$71.4541	$72.3472	$73.2512	$74.1667

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Memorandum of Agreement
By and Between
King County,
Service Employees International Union, Local 925
Department of Public Defense

Subject: Public Defense Coordinators Hired Before Implementation of the 2021-2024 CBA

Background:

1. King County (County) and the Service Employees International Union, Local 925 (Union) are parties to a collective bargaining agreement (CBA) covering January 1, 2018 – December 31, 2020 and have successfully negotiated a successor CBA for the period of January 1, 2021 to December 31, 2024.

2. During negotiations for a successor CBA, the parties agreed to a prospective reduction in the rate of pay for the Public Defense Coordinator Position. This agreement will not apply to current Public Defense Coordinators and will only apply to Public Defense Coordinators hired after implementation of the 2021-2024 CBA.

3. The parties wish to memorialize their agreement in this MOA.

Agreement:

1. Public Defense Coordinators hired into their position prior to the implementation of the 2021-2024 CBA shall continue to be paid at range 50, steps 1-10. In addition, they shall continue to be eligible for future negotiated general wage increases (GWIs), unless otherwise agreed in writing.

2. Public Defense Coordinators hired into their position on or after the implementation of the 2021-2024 CBA shall be paid at range 44, steps 1-10. In addition, they shall also continue to be eligible for future negotiated GWIs, unless otherwise agreed in writing.

3. Neither party may use the range 50 Public Defense Coordinator position as a compensation "comp" for purposes of negotiating wages for any position represented by this CBA.

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4. A range 50 Public Defense Coordinator's promotion, demotion, voluntary change in classification, or separation of employment shall end this agreement in respect to that employee.

5. This MOA shall remain in effect for so long as there is a range 50 Public Defense Coordinator employed by DPD.

For Service Employees International Union, Local 925:

DocuSigned by:
958D8B9B6364448...

Damian Kent — 7/20/2022 Date

For King County:

DocuSigned by:
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Sasha Alessi, Labor Manager — 7/21/2022 Date
Office of Labor Relations
King County Executive Office