



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

KING COUNTY – CLA APPENDIX 465

THE PUBLIC DEFENSE SUPERVISORS AND MANAGERS UNIT

September 17, 2025

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

AGREEMENT

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

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

Pursuant to the CLA Article 37 and the following:

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

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

1 **1.2. Membership Application.** Pursuant to the CLA Article 20: Union Notification, except
2 as modified below. The County will notify the Union of any employee leaving the bargaining unit
3 because of termination, layoff, leave of absence or dismissal. Upon request from the Union, the
4 Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating
5 each employee's initial hire date.

6 **1.3. Voluntary Payroll Deduction for Political Contributions - Democratic, Republican,**
7 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct from the paycheck of all
8 employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify
9 the County of the amounts designated by each contributing employee that are to be deducted from
10 his/her paycheck on a weekly basis for all weeks worked. The County shall transmit to D.R.I.V.E.
11 National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the
12 name of each employee on whose behalf a deduction is made, the employee's social security number
13 and the amount deducted from the employee's paycheck. The [International Brotherhood of](#)
14 Teamsters shall reimburse the County annually for the County's actual cost for the expenses incurred
15 in administering the weekly payroll deduction plan.

16 **1.4. Teamster Pension.** The County agrees to re-open negotiations during the term of this
17 Agreement upon request by the Union, solely for the purpose of negotiating contract language for
18 employees covered by this Agreement to participate in the Western Conference of Teamsters Pension
19 Trust (WCTPT). The County and the Union understand and agree that under the rules established by
20 the WCTPT, the Union may conduct a membership vote to determine whether the bargaining unit
21 will participate in WCTPT. If a majority of members vote in favor of participation, all members must
22 participate. The Parties further agree that participation in WCTPT shall not result in an increase in
23 compensation for any employee covered by this Agreement.

24 **1.5. Visitation.** Agents of the Union shall have access to the Employer's establishment
25 during regular business hours for the purpose of adjusting disputes and ascertaining that the
26 Agreement is being adhered to, provided, however, that there is minimal interruption of work.
27 Agents of the Union will follow King County Department of Adult and Juvenile Detention (DAJD)
28 policy for accessing members while they are in the secure areas of the DAJD facilities. DAJD has

ultimate authority for granting or denying access to secure areas of its detention facilities.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

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

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

~~Contracting Out (CLA Article 16)~~

~~Holidays, Eligibility (CLA Article 10)~~

~~Insured Benefits, HRA, and VEBA (CLA Article 25)~~

~~Reimbursement for Personal Transportation (CLA Article 24)~~

~~Savings Clause (CLA Article 30)~~

~~Special Duty (CLA Article 15)~~

~~Training and Licensing/Certification (CLA Article 44)~~

~~Transportation Benefits (CLA Article 34)~~

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 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.

1 **ARTICLE 415: DISPUTE RESOLUTION PROCEDURE**

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

4 **Section 415.1.** Certification of Appointed Counsel of Compliance with Standards Required
5 by CrR 3.1 / CrRLJ 3.1 / JuCR.

6 **Section 415.2.** All Attorneys who are required to sign a certificate of appointed counsel must
7 do so unless there is good cause not to. An attorney who refuses to sign a certification of appointed
8 counsel shall be required to engage in an interactive process with management to understand,
9 address, and remedy the basis for the refusal to sign.

10 **Section 415.3. Notice of Weingarten Rights.** When the Employer seeks to meet with an
11 Employee and that meeting might lead to disciplinary action, the employee shall have the right to
12 request the presence of a Union representative and to be informed of the specific
13 circumstances/issues underlying the possible disciplinary action, if known at the time. If the
14 employee requests the presence of a Union representative, the Employer shall postpone the meeting
15 with the employee for a reasonable period of time to obtain a Union representative's presence, unless
16 there are exigent circumstances. Prior to the imposition of discipline, except in an emergency, the
17 employee shall have a reasonable opportunity to respond to the allegation, which may be at the initial
18 meeting.

19 **Section 415.4. Maintaining Client Confidences and Privileged Information.** The parties
20 acknowledge that grievances filed under this dispute resolution procedure may involve information or
21 materials that are subject to the attorney-client privilege, work product doctrine, or other protections
22 provided by the rules of professional conduct or by statutory or constitutional provisions. In the
23 event either party at any time wishes to present such information, after consultation between the
24 parties, the managing attorney for the law office or designee shall provide for the information to be
25 presented while not improperly disclosing client confidences and/or otherwise privileged information.

26 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

27 ~~—The County nor the Union shall not unlawfully discriminate against any individual with~~
28 ~~respect to compensation, terms, conditions, or privileges of employment on the basis of union~~

~~affiliation, race, color, religion, religious affiliation, creed, national origin, ancestry, sex, sexual orientation, gender identity or expression, age (except by minimum age and retirement provisions), marital status, honorably discharged veteran or military status, or the presence of a sensory, mental or physical disability. Allegations of violations of this Article may be submitted only through Step 3 of the grievance procedure set forth in Article 26 of the Coalition Labor Agreement and may not be pursued to arbitration.~~

ARTICLE 5: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

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

i. Discharge.

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

employee.

ARTICLE 6: HOURS OF WORK AND OVERTIME

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

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

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

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

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

ARTICLE 7: SUPERVISOR ~~RATIO~~, CASE ASSIGNMENTS & WORKLOAD

7.1. Attorney Supervisors

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

1 conformance with the ~~ratio and~~ factors identified below and in accordance with the DPD Case
2 Weight and Credit Policy effective July 1, 2025, as amended below. This will include the supervision
3 of Rule 8 attorneys.

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

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

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

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

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

7.2. Non-Attorney Supervisors.

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

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

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

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

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

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

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

ARTICLE 8: EXECUTIVE LEAVE

Employees may be granted Executive Leave pursuant to the King County Code, Policy, and the Personnel Guidelines, as amended. The total number of days of Executive Leave cannot exceed

ten (10) days in the calendar year.

ARTICLE 9: VACATIONS

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

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

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

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

Public Defense Attorney – Supervisors

<u>Beginning With Year</u>	<u>Ending With Year</u>	<u>Months of Service</u>	<u>Vacation Accrual Rate</u>	<u>Approximate Days Accrued Per Year (based on 2080 hours)</u>
<u>0</u>	<u>2</u>	<u>000 thru 024</u>	<u>0.0462 X Basis Hours</u>	<u>12</u>
<u>3</u>	<u>3</u>	<u>025 thru 036</u>	<u>0.0500 X Basis Hours</u>	<u>13</u>
<u>4</u>	<u>5</u>	<u>037 thru 60</u>	<u>0.0577 X Basis Hours</u>	<u>15</u>

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

All employees other than those Classified as Public Defense Attorney – Supervisor

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

Teamsters Local 117

Fully Recommended Settlement Offer with

King County (CLA Appendix 465) Department of Public Defense – Supervisors and Managers

Page 9

23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1077 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

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

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

Section 9.4. Vacation Payout. Employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service in a paid leave eligible position up to the applicable vacation accrual cap. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If an employee leaves prior to successful completion of the six months of County service, ~~he or she~~ the employee 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.

ARTICLE 10: PAID SICK LEAVE

Pursuant to CLA Article 34, except as modified below.

Pursuant to the Dolan Settlement, carried over sick leave shall not be eligible for the thirty-five percent (35%) cash out available to King County employees when Transferred Class Members

1 separate or retire from King County or die. Carried over sick leave shall not be eligible to be donated
2 to other King County employees.

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

4 **Section 11.1.** The 202~~6~~¹-202~~8~~⁴ wages for employees in the bargaining unit are set forth in
5 Addendum A of this agreement.

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

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

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

11 **A. Supervisor levels.** There will be two (2) supervisor levels: Supervisor, steps 1-
12 22, and Managing Attorney Preparation Program (MAPP) Supervisor, steps 23-27.

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

16 **C. Public Defense Attorney Supervisor Step Progression.** All attorney supervisors
17 and MAPP supervisors shall advance a single step per year on January 1 each year effective January
18 1, 2027. Prior to January 1, 2027, annual step increases shall continue to be on the employee's
19 adjusted service date~~the most recent anniversary date of the employee's promotion to Supervisor or~~
20 ~~MAPP Supervisor~~. Steps six (6) and eleven (11) shall be skipped for purposes of step progression,
21 but may be used for initial step placement or discretionary step advancement described below.

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

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

26 Employees shall receive within-range increases from step one (1) to step two (2) upon
27 satisfactory completion of the probationary period, provided the employee was hired at step one (1).
28 Thereafter, an employee shall receive a step increase annually on ~~the employee's adjusted service~~

~~date~~ January 1 each year effective January 1, 2027. Prior to January 1, 2027, annual step increases shall continue to be on the employee's adjusted service date. In no event shall a non-Attorney employee receive pay in excess of step ten (10) of their salary range.

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

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

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

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

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

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

F. Completion of MAPP: Upon successful completion of MAPP, which is defined

1 as the fulfilling all 24 months of the program, the MAPP Supervisor will return to their Supervising
2 Attorney position with a two-step increase beyond the steps they would have received in their base
3 position during their two-year MAPP rotation. This two-step increase is effective at the beginning of
4 the first pay period after their return to a Supervising Attorney position.

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

13 **ARTICLE 12: TRAINING FUNDING**

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

17 **B.** When an employee's supervisor has approved attendance at a job-related training during
18 regular work hours, such time shall be paid work time.

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

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

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

28 **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 13: LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 14: REDUCTIONS IN FORCE/LAYOFFS/SENIORITY

Definitions:

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

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

Section 14.1. Pre-Layoff Meeting. The parties agree that retaining the most qualified public defenders and public defender supervisors is in the best interests of a robust and high-quality public defense representation for indigent defendants. The parties acknowledge that the employees occupying public defender supervisor positions are highly experienced and valued members of DPD who possess years of experience as public defenders and that a layoff that results in the loss of such

1 an employee from public defense ordinarily should be avoided if possible. Upon request, the County
2 must identify specific and articulable reasons why voluntary demotion will not be permitted for a
3 specific employee.

4 When the need for a reduction in force/layoff is anticipated, the County and the Union shall
5 meet a minimum of ~~ninety (90)~~ (60) calendar days prior to the anticipated reduction in force or with
6 additional notice if agreed upon, if possible, and jointly endeavor to find ways to minimize, or
7 eliminate, the need for involuntary layoff(s). Ways to minimize, or eliminate the need for
8 involuntary layoff(s) may include, but are not limited to, voluntary demotion, seeking volunteers for
9 layoff, job sharing and other alternative work schedules, seeking volunteers for leaves of absence,
10 offering early retirement, and other cost saving measures. The parties shall discuss eligibility for
11 unemployment benefits for any employees that volunteer for layoff.

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

20 An employee who has been identified for a layoff who has occupied their career service
21 public defender supervisor position for less than three (3) years and previously held a non-supervisor
22 public defender position in DPD has the right to voluntarily demote in lieu of layoff provided there is
23 a vacancy and the Department has a need to fill the vacancy. All other Bargaining Unit members
24 may request voluntary demotion in lieu of being laid off, pursuant to the pre-layoff meeting between
25 the parties, as described above.

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

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

4 **Section 14.5. Placement.** The County shall attempt to place all employees scheduled for
5 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
6 County. The County will provide career support services, including priority placement benefits, to
7 eligible career service employees who are in receipt of a proposed or final layoff notice. ~~Employees~~
8 ~~may access King County Career Support Services (CSS) as applicable under the CSS program.~~ The
9 County shall adhere to the procedures to the County's ~~Workforce Management Plan~~ RIF Planning and
10 Implementation Guide, as amended, except as otherwise provided in this Agreement, regarding the
11 placement of laid off employees to positions within the bargaining unit.

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

17 **14.6.1. COBRA ELIGIBILITY.** All laid-off employees may continue to be enrolled
18 in medical and dental insurance programs pursuant to COBRA by paying the cost of continuing these
19 benefits, as required by law.

20 **14.6.2. Divisional Recall Lists.** Each Division shall maintain a Recall List, by
21 seniority in classification, of all laid off employees. ~~Laid-off employees shall maintain their~~
22 ~~placement on the seniority list for recall for a period of two (2) years from the effective date of the~~
23 ~~layoff unless recalled. An employee retains their recall rights even if the employee accepts another~~
24 ~~classification or temporary position with the County.~~ Recall of an employee shall be by seniority
25 among those who were previously employed in the division in which there is currently an opening.

26 **14.6.3. Recall of Public Defense Attorney - Supervisor Classified Employees.**
27 Recall of an employee shall be by seniority among those who were previously employed in the
28 division in which there is currently an opening, provided the employee to be recalled is qualified for

1 the open position. If the most senior employee is not qualified for the open position, the employee
2 shall retain their recall position and the next most senior qualified employee on the recall list will be
3 recalled, or a new supervisor may be hired. If the recall is not seniority based, the County must
4 identify specific and articulable reasons why that employee's recall hinders the Department's ability
5 to best serve the clients and should not be recalled. Factors the County should consider include the
6 experience of the employee compared to the requirements of the open position.

7 **14.6.4. Recall of Non-Attorney Classified Employees.** Provided the employee has
8 the necessary knowledge, skills and experience for the position being filled, recall will be by seniority
9 among the employees on the division's recall list where the most senior employee in the classification
10 or classification series, if applicable, will be recalled first. In no event shall an employee be recalled
11 to a higher paid classification than the one from which he or she was laid off.

12 **14.6.5. Notice of Recall.** Notice of recall shall be in writing by certified mail at the
13 employee's address on file. In the event an offer of recall is not accepted within five (5) calendar
14 days of notice, the lack of response may be considered a refusal and the offer withdrawn and made to
15 the next qualified employee in seniority order. A second refusal of a recall offer to the same
16 classification from which an employee was laid off shall result in removal of the employee from the
17 recall list. An employee retains their recall rights even if the employee accepts another classification
18 or temporary position with the County.

19 **14.6.6. Departmental Recall List.** In addition to the Recall lists maintained by
20 division, the Department shall maintain a department-wide recall list which includes all DPD
21 employees from the divisions' recall lists. If a particular division has an opening or openings which
22 cannot be filled from that division's recall list (either because all employees on the list within the
23 classification being recalled declined the opening(s) or because no one remains on the recall list),
24 then the position(s) shall be filled by recalling, in order of seniority, qualified employees on the DPD
25 recall list, unless doing so is not manageable in the view of DPD because of conflict of interest
26 issues.

27 **14.6.7. Recall for Temporary Work.** The County will offer to use bargaining unit
28 members, in order of seniority, who are on the recall list to fill temporary positions performing

1 bargaining unit work in their classification series before employing anyone else, provided the
2 employee is qualified to perform the work, unless doing so is not manageable in the view of DPD
3 because of conflict of interest issues. An employee on the recall list who is offered temporary work
4 may decline the temporary work without jeopardizing their recall rights under this section.

5 **14.6.8. Reinstatement of Leave Accrual and Sick Leave Balance.** An employee
6 recalled within two (2) years from the time of layoff will have their vacation leave accrual rate and
7 any forfeited sick leave accruals restored.

8 **14.7. Layoff Reopener.** In the event of a catastrophic change in circumstances (e.g., loss of
9 an entire practice area such as Seattle Municipal Court or special commitment cases), the issue of
10 Reduction in Force may be reopened for bargaining at the request of either party. In the event that no
11 changes are agreed to, the existing contract language shall continue to be binding on the parties.

12
13
14 For ~~The International Brotherhood of~~ Teamsters Local 117:

15
16
17 ~~John Searcy~~Paul Dascher
Secretary-Treasurer

18
19
20 For King County:

21
22 ~~Sasha P. Alessi~~Andre Chevalier
23 Labor Manager
Office of Labor Relations, Executive Office
24
25
26
27
28

cba Code: 465

**ADDENDUM A – WAGES
STAFF**

Union Code: AD2

Job Class Code	PeopleSoft Job Code	Classification Title	Range
1020200	109503	Administrative Assistant II	58
2810200	281321	Administrator II	56
2810300	281405	Administrator III	63
6130200	635201	Paralegal Supervisor	56 52
2440300	244404	Program Supervisor II	58
2441300	243324	Project/Program Manager III	63
2441400	243415	Project/Program Manager IV	68
3140100	314301	Public Defense Investigator Supervisor	62 59
3119200	314201	Public Defense Mitigation Specialist Supervisor	69 65

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

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

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

1 cba Code: 465

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

Union Code: AD1

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

PeopleSoft	Job Class
Job Code	Code
641301	6140300

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

Teamsters Local 117

Fully Recommended Settlement Offer with

King County (CLA Appendix 465) Department of Public Defense – Supervisors and Managers

	2021: 1.5% GWI		2022: 3% GWI		2023: 4% GWI		2024: 4% GWI	
	Annual:	Hourly:	Annual:	Hourly:	Annual:	Hourly:	Annual:	Hourly:
Step 1	\$129,216	\$62.123 1	\$133,093	\$63.9868	\$138,416	\$66.5463	\$143,953	\$69.2082
Step 2	\$130,832	\$62.900 2	\$134,757	\$64.7872	\$140,148	\$67.3787	\$145,754	\$70.0738
Step 3	\$132,467	\$63.685 9	\$136,441	\$65.5965	\$141,898	\$68.2204	\$147,574	\$70.9492
Step 4	\$134,121	\$64.481 3	\$138,145	\$66.4157	\$143,670	\$69.0723	\$149,417	\$71.8352
Step 5	\$135,799	\$65.287 9	\$139,873	\$67.2465	\$145,468	\$69.9364	\$151,287	\$72.7339
Step 6	\$137,497	\$66.104 1	\$141,621	\$68.0872	\$147,286	\$70.8107	\$153,178	\$73.6431
Step 7	\$139,214	\$66.930 0	\$143,391	\$68.9379	\$149,126	\$71.6954	\$155,091	\$74.5632
Step 8	\$140,954	\$67.766 3	\$145,183	\$69.7993	\$150,990	\$72.5913	\$157,030	\$75.4950
Step 9	\$142,716	\$68.613 6	\$146,998	\$70.6720	\$152,878	\$73.4989	\$158,993	\$76.4389
Step 10	\$144,500	\$69.471 3	\$148,835	\$71.5554	\$154,789	\$74.4176	\$160,980	\$77.3943
Step 11	\$146,306	\$70.339 2	\$150,695	\$72.4494	\$156,723	\$75.3474	\$162,992	\$78.3613
Step 12	\$148,136	\$71.219 2	\$152,580	\$73.3558	\$158,683	\$76.2900	\$165,031	\$79.3416
Step 13	\$149,988	\$72.109 6	\$154,488	\$74.2729	\$160,667	\$77.2438	\$167,094	\$80.3336
Step 14	\$151,863	\$73.010 9	\$156,418	\$75.2012	\$162,675	\$78.2092	\$169,182	\$81.3376
Step 15	\$153,761	\$73.923 5	\$158,374	\$76.1412	\$164,709	\$79.1868	\$171,297	\$82.3543
Step 16	\$155,683	\$74.847 7	\$160,354	\$77.0931	\$166,768	\$80.1768	\$173,439	\$83.3839
Step 17	\$157,629	\$75.783 2	\$162,358	\$78.0567	\$168,852	\$81.1790	\$175,606	\$84.4262
Step 18	\$159,599	\$76.730 5	\$164,387	\$79.0324	\$170,963	\$82.1937	\$177,801	\$85.4814
Step 19	\$161,595	\$77.689 8	\$166,443	\$80.0205	\$173,100	\$83.2213	\$180,024	\$86.5502
Step 20	\$163,614	\$78.660 8	\$168,523	\$81.0206	\$175,264	\$84.2614	\$182,274	\$87.6319
Step 21	\$165,659	\$79.643 6	\$170,628	\$82.0329	\$177,454	\$85.3142	\$184,552	\$88.7268
Step 22	\$167,729	\$80.639 1	\$172,761	\$83.0583	\$179,672	\$86.3806	\$186,858	\$89.8358
MAPP Supervisor								
Step 23	\$176,116	\$84.671 3	\$181,400	\$87.2114	\$188,656	\$90.6999	\$196,202	\$94.3279
Step 24	\$178,318	\$85.729 8	\$183,668	\$88.3017	\$191,014	\$91.8338	\$198,655	\$95.5072

Step 25	\$180,547	\$86,801 5	\$185,963	\$89,4055	\$193,402	\$92,9817	\$201,138	\$96,7010
Step 26	\$182,804	\$87,886 6	\$188,288	\$90,5232	\$195,820	\$94,1441	\$203,653	\$97,9099
Step 27	\$185,089	\$88,984 9	\$190,641	\$91,6544	\$198,267	\$95,3206	\$206,197	\$99,1334