



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19727

Proposed No. 2024-0004.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the
2 Memorandum of Agreement negotiated by and between
3 King County and the Service Employees International
4 Union, Local 925, representing employees in the
5 Department of Public Defense and establishing the
6 effective date of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The Memorandum of Agreement negotiated by and between King
9 County and the Service Employees International Union, Local 925, representing
10 employees in the Department of Public Defense, which is Attachment A to this
11 ordinance, is hereby approved and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of the agreement shall be effective

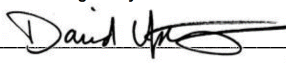
Ordinance 19727

- 13 prospective following the enactment of the council ordinance through and including the
- 14 date which all terms have been implemented, as determined by the department.

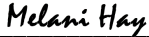
Ordinance 19727 was introduced on 1/9/2024 and passed by the Metropolitan King County Council on 1/16/2024, by the following vote:

Yes: 9 - Balducci, Baron, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

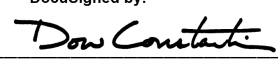
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this _____ day of 1/24/2024, _____.

DocuSigned by:

 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement By and Between King County And Service Employees International Union, Local 925 Department of Public Defense

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

SUBJECT: Temporary Public Defense Incentive & Retention Program for Class A Felony Qualified Attorneys

BACKGROUND:

The Department of Public Defense (DPD) has identified an operational need to recognize and increase the number of Public Defense attorneys that are Class A felony qualified. The purpose of this Memorandum of Agreement (MOA) is to establish a temporary incentive program to encourage more employees classified as Public Defense Attorney 1 to achieve Class A felony qualified status and to retain those attorneys already Class A felony qualified.

AGREEMENT:

SECTION 1. CLASS A ATTORNEY INCENTIVE - BONUS ONE-STEP WAGE INCREASE

- A. One Step Bonus Incentive.** A bonus one-step wage increase will be provided to Public Defense Attorney 1 that are at Steps 1 through 17 on the wage scale that are or become Class A felony qualified and meet the Eligibility Criteria in Section 1(B) or as provided in Section 3 of this MOA.

Employees will continue to receive normal annual wage step increases per Section 23.3(b) of the parties collective bargaining agreement regardless of whether or when a bonus step or payment incentive is granted.

B. Eligibility Criteria.

- i.** Employee must be classified as a Public Defense Attorney 1 and at Steps 1 – 17. If the employee is already at Step 18 (or a higher step),¹ the employee is ineligible for the bonus step increase. The Step 18 or above employee may, however, qualify for a \$4,000 retention bonus described in Section 2.

¹ Some attorneys classified as Public Defender 1 are at a wage step above 18 and will be ineligible for the one-step bonus increase. Attorneys at step 18 or above may be eligible for the \$4,000 incentive in Section 2.

- ii. Employee must have completed a felony or juvenile rotation sometime between January 1, 2020, and December 31, 2024.²

C. Application & Determination of Employee Eligibility.

- i. After execution of this Agreement, the Department will create a one-time Initial Class A Incentive Eligibility List of attorneys that the Department has identified that meet the incentive Eligibility Criteria (1B or 2B) and email said list to attorneys and the Union for review.
- ii. For any employee not identified by the Department on the Initial Class A Incentive Eligibility List that believes they meet the criteria at any time prior to December 31, 2024, can apply via email to their managing attorney and Human Resources.

The subject line of the email should be “Attorney Class A Incentive Application” and include attorney’s name. The employee also must indicate their Class A felony qualified status, the cause numbers of the trials they conducted that resulted in their Class A status (or Letters from previous employers to confirm out-of-state qualification) and indicate the timeframe when their felony or juvenile rotation was completed sometime between January 1, 2020, and December 31, 2024. The Department will review whether the Eligibility Criteria has been met and confirm to the employee in writing. All Class A Incentive Applications must be submitted prior to December 31, 2024, or will be considered ineligible.

- iii. The effective date of the one-step bonus increase will be within two pay periods *after* the employee is confirmed to be eligible by the Department via written notice to the employee or pay period after the Ordinance Effective³ date of this Agreement, *whichever occurs later*.

SECTION 2. CLASS A QUALIFIED ATTORNEYS AT TOP STEP – RETENTION AND RECOGNITION INCENTIVE

- A. Incentive Payment.** If a Class A qualified attorney is ineligible (and has not received) the bonus one-step increase due to already being at Step 18 (or a higher step) of their pay range, the employee may instead be eligible for a \$4,000 incentive

² All references to “completed a felony rotation” in this MOA mean that the attorney has spent 12-months carrying a DPD felony or juvenile criminal caseload in a non-calendar position unless an exception is granted by Director/designee. The 12-months does not have to be continuous.

³ “Ordinance Effective Date” means 10-days following the date the King County Executive executes/signs the Ordinance following King County Council ratification. Also known as “law date.”

payment if they are also in paid status on October 28, 2024, and meet the Eligibility Criteria in 2(B).

B. Eligibility Criteria.

- i. Employee is in the Public Defense Attorney 1 classification.
- ii. Employee must be Class A qualified and in paid status on October 28, 2024, and at Step 18 or higher. An otherwise eligible employee that separates employment for any reason prior to October 28, 2024, will be ineligible for this incentive payment.
- iii. Employee has *not* received a bonus one-step increase for Class A qualified status per Section 1.
- iv. Employee must have completed a felony or juvenile rotation or be scheduled to complete a felony rotation sometime between January 1, 2020, and December 31, 2024.

C. Confirmation of Employee Eligibility.

- i. After execution of this Agreement, the Department will create a one-time Initial Class A Incentive Eligibility List of attorneys that the Department believes already meet the Eligibility Criteria (1B or 2B) as described above, and email said list to attorneys and the Union for review.
- v. For any employee who is not identified by the Department on the Initial Class A Incentive Eligibility List, but believes they meet the criteria and are at top step, the employee may apply via email with a Class A Incentive Application to their managing attorney and Human Resources. Employee must also have completed a felony or juvenile rotation sometime between January 1, 2020, and December 31, 2024, provide the cause numbers of the trials they conducted that resulted in their Class A status, and indicate the timeframe when the rotation was completed in the email.⁴
- vi. After the Initial Class A Incentive Eligibility List is produced, an attorney applying for the incentive must provide the Class A Incentive Application email prior to December 31, 2024, to their managing attorney and Human Resources. Requests will be deemed ineligible that are submitted after December 31, 2024.

- vii. Upon confirmation of eligibility, the payment date of the \$4,000 recognition and retention incentive will occur within two pay periods after October 28, 2024, or within two pay periods after eligibility determinations can be performed by the County with written notice to the employee (e.g., Class A Incentive Application could be received in November or December 2024). All payments are subject to standard payroll tax withholdings.

SECTION 3: DIRECTOR/DESIGNEE APPROVED EXTENSION OF CLASS A INCENTIVE ELIGIBILITY

- A. An attorney that is unable to meet the incentive Eligibility Criteria in (1B or 2B) may submit a Class A qualified Incentive Application *Extension Request* to the Department Director/designee and Human Resources for consideration. Extension Requests must be provided by the attorney no later than December 31, 2024. Extension Requests received after December 31, 2024, will be considered ineligible.
- B. If the Department Director/designee approves the Extension Request, the written response will stipulate the terms and timelines that the attorney is first required to complete (i.e., Class A qualified status and felony rotation completion) prior to being eligible to receive the one-step bonus. The terms stated in any Extension Request response must be completed no later than December 31, 2025. The Extension Request response will not determine whether an individual will ultimately be approved to rotate into felonies or ensure a caseload will allow for Class A status to be achieved. Individual attorney rotation decisions are the purview of the managing attorneys and will continue to be so under this MOA.
- C. If the Department Director/designee denies the Extension Request, that denial must be communicated in writing with the reason(s) for the rejection, and a copy must also be submitted to the Union.
- D. The Department Director/designee shall have final decision-making authority on Extension Request completion terms for an attorney to earn the one step bonus or incentive payment. However, these terms may not exceed the requirement of achieving Class A qualified status and completing a 12-month felony rotation nor exceed a December 31, 2025, completion timeframe. If the attorney is already at top step, the attorney will instead be eligible for the \$4,000 incentive in lieu of the one-step bonus.
- E. An attorney whose Extension Request has been approved must notify the Department via email to their managing attorney and Human Resources that they have completed the one-step incentive terms as described in their Extension Request response. The effective date of the one-step bonus increase will be within two pay periods *after* the

Department has confirmed the employee has completed the incentive terms by written notice to the employee.

SECTION 4. INCENTIVE ELIGIBILITY APPEAL – FML/KCFML

- A. An employee that is already Class A qualified but has not completed a full 12-month felony rotation between January 1, 2020, and December 31, 2024, due to a KCFML/FML protected leave may submit an Incentive Eligibility Appeal letter to the Director of Public Defense for eligibility reconsideration. The Director shall issue a written decision about whether an exception or modification to this eligibility term will be granted. This decision shall be considered final and not subject to further appeal or grievance.
- B. If an appeal is approved, the effective date of a one-step bonus increase will be within two pay periods *after* the decision is issued to the employee, or any remaining requirements stated in the response are completed by the attorney, whichever occurs later. The terms of any remaining requirements must be completed no later than December 31, 2025.
- C. If the Department Director/designee denies the Incentive Eligibility Appeal, that denial must be communicated in writing with the reasons for the rejection, and a copy must also be submitted to the Union.
- D. The Department Director/designee shall have final decision-making authority, after soliciting input from the attorney's direct supervisor, on Incentive Eligibility Appeal completion terms for an attorney to earn the one step bonus or incentive payment. However, these requirements may not exceed the requirement of the 12-month felony rotation (including any time previously spent in a felony rotation during the time period of January 1, 2020, to December 31, 2024) nor exceed a December 31, 2025, completion timeframe. If the attorney is already at top step, the attorney will instead be eligible for the \$4,000 incentive in lieu of the one-step bonus.

SECTION 5. INCENTIVE LIMITATIONS

- A. Under no circumstances will the same attorney be eligible to receive both a one-step bonus and a \$4,000 incentive payment or multiple one-step bonuses under this MOA.

SECTION 6. DISPUTES

- A. Any disputes regarding this MOA may be submitted to the Director of Public Defense and the Office of Labor Relations for a final decision but shall not be subject to grievance or further appeal. The Union further agrees (consistent with Article 12(H) it will not grieve a decision to transfer an attorney or to not transfer an attorney to a felony rotation, or to transfer an attorney out of a felony rotation, as it relates to eligibility for any incentive in this MOA during the life of the MOA.

- B. At any time, the Union may request information regarding the Department’s implementation of this MOA and how individual attorney eligibility determination were considered. The Department’s implementation may also be a general topic of discussion for Labor Management Committee meetings, but individual circumstances and situations will not be discussed in this setting.

SECTION 7. COMPLETE AGREEMENT

- A. This is the complete and final MOA between the parties.


SECTION 8. RATIFICATION

- A. The parties acknowledge that this MOA is subject to ratification and approval by King County Council prior to implementation.

SECTION 9. EXPIRATION


- A. This Agreement will expire after all terms have been implemented as determined by the Department.

For Service Employees International Union, Local 925:

DocuSigned by:

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 Elbert Aull
 Employee Representative
 SEIU Local 925


11/17/2023

 Date

DocuSigned by:

 1AD0B8A38E594E6
 Nick Dominique
 Employee Representative
 SEIU Local 925


11/16/2023

 Date

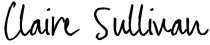
DocuSigned by:

 4AA867AD460E468...
 Molly Gilbert
 Employee Representative
 SEIU Local 925

11/15/2023


 Date

DocuSigned by:

 9DD739F009674A9...
 Meg Lacey
 Employee Representative
 SEIU Local 925


11/15/2023
 Date

DocuSigned by:

 5380369A93E44BC...
 Claire Sullivan
 Employee Representative
 SEIU Local 925


11/18/2023
 Date

DocuSigned by:

 5D9B606B627E4EE...
 Alix Willard
 Employee Representative
 SEIU Local 925

11/16/2023
 Date


DocuSigned by:

 89979F5E6F744B0...
 Rion Peoples
 Union Representative
 SEIU Local 925


11/17/2023
 Date


DocuSigned by:

 9FDD87D65D542F...
 Ed Washington
 Union Representative
 SEIU Local 925

11/17/2023
 Date

For King County:

DocuSigned by:

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 Anita Khandelwal
 Director of Public Defense
 King County Department of Public Defense

DocuSigned by:

 1B66B7169823426...
 Date

DocuSigned by:

 7231D06CAA4F4EF...
 Andre Chevalier
 Senior Labor Negotiator
 King County Office of Labor Relations

11/19/2023
 Date

Certificate Of Completion

Envelope Id: 134F178BB4644EC89CC2CF45012A0068	Status: Completed
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Source Envelope:	
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Supplemental Document Pages: 8	Initials: 0
Certificate Pages: 5	Envelope Originator:
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Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
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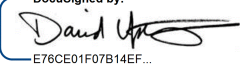
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Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

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Using IP Address: 67.185.138.82

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Signed: 1/17/2024 4:05:46 PM

Electronic Record and Signature Disclosure:
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ID: 514a0677-6513-413b-b07e-17ef64c7475d

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 146.129.84.117

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mickayla Rogers mirogers@kingcounty.gov Administrator I King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 1/18/2024 7:33:06 AM Viewed: 1/19/2024 12:38:25 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	1/24/2024 1:57:26 PM
Completed	Security Checked	1/24/2024 1:57:26 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.