



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19728

Proposed No. 2024-0005.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the
2 Memorandum of Agreement negotiated by and between
3 King County and the International Brotherhood of
4 Teamsters Local 117, 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 International Brotherhood of Teamsters Local 117, 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 19728

- 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 19728 was introduced on 1/9/2024 and passed by the Metropolitan King County Council on 1/16/2024, by the following vote:

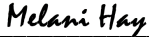
Yes: 9 - Balducci, Baron, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

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 International Brotherhood of Teamsters Local 117 Representing Department of Public Defense Supervisors and Managers

Memorandum of Agreement
By and Between
King County
and
International Brotherhood of Teamsters Local 117
Representing
Department of Public Defense
Supervisors and Managers

SUBJECT: Temporary Public Defense Incentive & Retention Program for Class A Felony Qualified Supervisory 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 employees classified as Public Defense Attorney 1 – Supervisor and Managing Attorney Preparation Program (MAPP) Supervisor to achieve Class A felony qualified status and to retain those supervisory 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 employees classified as Public Defense Attorney 1 – Supervisor and Attorney Preparation Program (MAPP) Supervisor that are not already at the top step of their wage scale and 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 Article 11.3 (C) and Article 11.5 of the parties collective bargaining agreement regardless of whether or when a bonus step or payment incentive is granted.

B. One Step Bonus Eligibility Criteria.

- i.** Employee must be classified as a Public Defense Attorney 1 – Supervisor and Managing Attorney Preparation Program (MAPP) Supervisor not already at the top step of their respective wage ranges. If the employee is

already at the top step of their wage scale¹ the employee is ineligible for the bonus step increase. For an employee already at the top step of their respective wage scale, the employee may, however, qualify for a \$4,000 retention bonus described in Section 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 attorney supervisors that the Department has identified that meet the incentive Eligibility Criteria (1B or 2B) and email said list to attorney supervisors 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 the DPD Director, Managing Attorney, Deputy Director, and Human Resources.

The subject line of the email should be “Supervisory 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). 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 Effective² date of this Agreement, *whichever occurs later*.

¹ Public Defense Attorney 1 – Supervisor must be at steps 1-21 to be eligible for the one step bonus increase because top step is 22. Managing Attorney Preparation Program (MAPP) Supervisor must be at steps 23-26 to be eligible for the one step bonus because top step is 27. Employees at top step (e.g., 22 or 27) may be eligible for the \$4,000 incentive in Section 2.

² “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.”

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

A. Incentive Payment. If a Class A qualified supervising attorney is ineligible (and has not received) the bonus one-step increase due to already being at the top step of their respective classification wage range (i.e., step 22 or 27 depending on classification), the employee may be eligible for a \$4,000 incentive payment if they are actively employed in the department on October 28, 2024, and meet the Eligibility Criteria in 2(B).

B. Incentive Payment Eligibility Criteria.

- i.** Employee is in the Public Defense Attorney 1 – Supervisor or Managing Attorney Preparation Program (MAPP) Supervisor classifications.
- ii.** Employee must be Class A qualified and in paid status on October 28, 2024, and at the top step of their respective wage range. 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.

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 supervisory attorneys that the Department believes already meet the Eligibility Criteria (1B or 2B) as described above, and email said list to attorney supervisors and the Union for review.
- iv.** 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 the DPD Director, Deputy Director, Managing Attorney, and Human Resources.³
- v.** After the Initial Class A Incentive Eligibility List is produced, a supervising attorney applying for the incentive must provide the Class A Incentive Application email prior to December 31, 2024, and sent to the DPD Director, Deputy Director, Managing Attorney, and Human

Resources. Requests will be deemed ineligible that are submitted after December 31, 2024.

- vi. 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 taxes and withholdings.

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

- A. A supervisory 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) prior to being considered 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 or guarantee that the individual will achieve Class A status.
- 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 by December 31, 2025. 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 if the terms in the Extension Request response are completed by the attorney.
- E. An attorney whose Extension Request has been approved must notify the Department via email to DPD Director, Deputy Director, and Human Resources that they have

International Brotherhood of Teamsters Local 117 (Formerly Public Defense Management Guild) - Department of Public Defense - Supervisors and Managers

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completed the 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 LIMITATIONS

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

SECTION 5. 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.

SECTION 6. COMPLETE AGREEMENT

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


SECTION 7. RATIFICATION

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

SECTION 8. EXPIRATION

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

For Teamsters Local 117:

DocuSigned by:

Paul Dasher
Secretary-Treasurer Teamsters Local 117

12/13/2023
Date

DocuSigned by:

Andre Chevalier

Andre Chevalier

Senior Labor Negotiator

King County Office of Labor Relations

12/13/2023

Date

Certificate Of Completion

Envelope Id: 6C736E2F40AF42989A9E1CCD963148E8	Status: Completed
Subject: Complete with DocuSign: Ordinance 19728.docx, Ordinance 19728 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 6	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

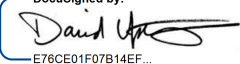
Record Tracking

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Security Appliance Status: Connected	Pool: FedRamp	
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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Signature Adoption: Uploaded Signature Image
Using IP Address: 67.185.138.82


Timestamp

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Signed: 1/17/2024 4:04:51 PM

Electronic Record and Signature Disclosure:

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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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Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

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ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

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

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In Person Signer Events	Signature	Timestamp
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 7:32:16 AM Viewed: 1/19/2024 12:37:08 PM
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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 1:58:39 PM
Completed	Security Checked	1/24/2024 1:58:39 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

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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.

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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

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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.