



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19625

Proposed No. 2023-0197.2

Sponsors Upthegrove and Dembowski

1 AN ORDINANCE approving and adopting the
 2 memorandum of agreement negotiated by and between
 3 King County and Professional and Technical Employees,
 4 Local 17 (Representing Employees in the Departments of
 5 Public Health and Community and Human Services),
 6 Service Employees International Union, Local 925
 7 (Involuntary Commitment Specialists - Mental Health,
 8 Department of Community & Human Services), and
 9 International Brotherhood of Teamsters Local 117 (Joint
 10 Units Agreement) regarding the June 2023 Behavioral
 11 Health Workforce Stabilization Bonus Program; and
 12 declaring an emergency.

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 **SECTION 1. Findings:**

15 A. The executive transmitted to the council a memorandum of agreement ("the
 16 MOA") with the International Brotherhood of Teamsters Local 117, the Service
 17 Employees International Union Local 925, and the Professional and Technical
 18 Employees Local 17 to provide hiring bonuses and retention bonuses to employees who
 19 remained employed with the county through December 31, 2023.

Ordinance 19625

20 B. The hiring bonuses and retention bonuses provided for under the terms of the
21 MOA are supported by moneys provided by the Washington state Health Care Authority
22 as a part of its Behavioral Health Workforce Stabilization program.

23 C. Section 5.3.2b. of the Eligible Use Timeframe section of Beneficiary
24 Agreement for the Behavioral Health Workforce Stabilization Funding requires that the
25 county expends all moneys received for this purpose by June 30, 2023.

26 D. According to the executive, ratification of the MOA must be effective on or
27 before June 6, 2023, to ensure that moneys received under the Behavioral Health
28 Workforce Stabilization Funding program can be expended by June 30, 2023.

29 SECTION 2. The memorandum of agreement negotiated by and between King
30 County and Professional and Technical Employees, Local 17 (Representing Employees
31 in the Departments of Public Health and Community and Human Services), Service
32 Employees International Union, Local 925 (Involuntary Commitment Specialists -
33 Mental Health, Department of Community & Human Services), and International
34 Brotherhood of Teamsters Local 117 (Joint Units Agreement) regarding the June 2023
35 Behavioral Health Workforce Stabilization Bonus Program, which is Attachment A to
36 this ordinance, is hereby approved and adopted by this reference made a part hereof.

37 SECTION 3. Terms and conditions of the agreement shall be effective through
38 and including December 31, 2023.

39 SECTION 4. The county council finds as a fact and declares that an emergency

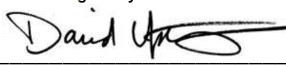
Ordinance 19625

- 40 exists and that this ordinance is necessary for the immediate preservation of public peace,
41 health, or safety, or for the support of county government and its existing public institutions.

Ordinance 19625 was introduced on 5/23/2023 and passed as amended by the Metropolitan King County Council on 6/6/2023, by the following vote:

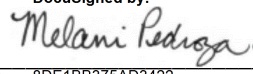
Yes: 8 - Dembowski, Dunn, Kohl-Welles, Perry, McDermott,
Upthegrove, von Reichbauer and Zahilay
Excused: 1 - Balducci

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

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Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

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Melani Pedroza, Clerk of the Council

Attachments: A. AGREEMENT BETWEEN KING COUNTY AND PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925, INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

19625 ATTACHMENT A

**Memorandum of Agreement
By and Between
King County
Department of Community and Human Service
Behavioral Health and Recovery Division
and
Professional and Technical Employees, Local 17 (Representing Employees in the
Departments of Public Health and Community and Human Services)
and
Service Employees International Union, Local 925 (Involuntary Commitment Specialists -
Mental Health, Department of Community & Human Services)
and
International Brotherhood of Teamsters Local 117 (Joint Units Agreement)**

Subject: Behavioral Health Workforce Stabilization Bonus Program

Background:

The Department of Community and Human Services' (DCHS) Behavioral Health and Recovery Division applied for and has been awarded \$307,186.55 in Washington State Health Care Authority (HCA) Behavioral Health Workforce Stabilization Funding.

The Legislature appropriated the funds for community behavioral health workforce retention and recruitment needs or costs incurred due to the COVID public health emergency.

The funds are exclusively for non-hospital-based community behavioral health treatment agencies licensed as a Behavioral Health Agency. DCHS is prioritizing these funds for the 24 hours a day, seven days a week Designated Crisis Responder (DCR) and Emergency Service Patrol (ESP) teams.

Hiring for direct service staff has been difficult due to ongoing behavioral health workforce shortages and the challenging nature of the work. There are currently 15 open positions on the DCR team.

Retaining the current staff and filling vacancies is critical to improving service delivery, meeting the current HCA CAP requirements outlined for DCRs, maintaining the HCA/King County BH-ASO Contract, and maintaining compliance with Washington Administrative Code (WAC) requirements for DCR and ESP services.

Agreement:

1. This Agreement shall be effective upon ratification by the parties.
2. Behavioral Health Workforce Stabilization Bonus Program ("the program") shall consist of two components:

[060] Professional and Technical Employees, Local 17– Department of Public Health, Community and Human Services

[030] Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

[461] International Brotherhood of Teamsters Local 117 - Joint Units Agreement

060&030&461U0123

Page 1

a. A one-time \$4,000.00 bonus for all career service DCR and ESP staff in the following job titles:

- i. Involuntary Commitment Specialist (311101)
- ii. Involuntary Commitment Supervisor (311201)
- iii. Chemical Dependency Program Screener (313501)
- iv. Chemical Dependency Program Screener Lead (313901)

b. A one-time bonus of \$5,000 for DCRs who are hired after this agreement is ratified but before June 12, 2023, and who successfully complete probation and attain career service status in the following job titles:

- i. Involuntary Commitment Specialist (311101)
- ii. Involuntary Commitment Supervisor (311201)

3. The \$4000.00 one-time bonus in bullet point 2a shall be paid no later than the payday for the pay period that includes the date on which the ordinance allocating the funds becomes law. The bonus will be included in the regular rate of pay in the pay period in which the one-time bonus is paid.

a. Any employee who receives the \$4000.00 one-time bonus and who separates from employment prior to December 31, 2023, for any reason other than by disability, medical separation, or death, shall be required to return the entire one-time bonus.

4. The \$5000.00 one-time bonus in bullet point 2b shall be paid no later than the payday for the pay period that includes the date on which the ordinance allocating the funds becomes law. The bonus will be included in the regular rate of pay in the pay period in which the one-time bonus is paid.

a. Any employee who receives the \$5000.00 one-time bonus and who separates from employment prior to the completion of their probationary period, for any reason other than by disability, medical separation, or death, shall be required to return the entire one-time bonus.

5. **2023 Short term Temporary (“STT”).** STT Employees working in positions enumerated in 2a above will be eligible to receive a one-time bonus as set forth below and based upon calculating total; hours worked in 2023 through May 31, 2023 as follows:

STT Table	
STT Hours Threshold	Incentive Amount
Worked at least 100 hours in 2023 through 5/31/2023	\$1000.00

[060] Professional and Technical Employees, Local 17– Department of Public Health, Community and Human Services

[030] Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services


[461] International Brotherhood of Teamsters Local 117 - Joint Units Agreement 060&030&461U0123

Worked fewer than 100 hours in 2023 through 5/31/2023	\$200.00
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Example: An STT who has worked hours during the period January 1, 2023 but left employment prior to May 31, 2023 would receive a bonus based on the amount of hours worked as outlined above.

6. In no event shall an employee who receives a one-time bonus and leaves and returns to DCHS employment as an Involuntary Commitment Specialist, Involuntary Commitment Specialist Supervisor, Chemical Dependency Screener, or Chemical Dependency Screener Lead be eligible for a subsequent bonus through the program.
7. Employees shall sign a promissory note as a condition of the employee receiving any payments as specified in this agreement.
8. All one-time bonuses paid as part of the program shall be subject to all applicable payroll taxes and withholdings.
9. Any disputes regarding the interpretation or application of this Agreement shall be resolved pursuant to the applicable grievance procedure contained in the Parties' collective bargaining agreement.
10. The County may unilaterally end the program bonuses at any time and in no event shall a program bonus be paid after June 30, 2023.

For PROTEC17:


DocuSigned by:

E9FA04DE2B4B46C

 Karen Estevenin
 Executive Director

5/2/2023

 Date

For PROTEC17

DocuSigned by:

240E005FA2364B2

 Youssef El Hamawi
 Union Representative

5/2/2023

 Date

[060] Professional and Technical Employees, Local 17– Department of Public Health, Community and Human Services

[030] Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

[461] International Brotherhood of Teamsters Local 117 - Joint Units Agreement 060&030&461U0123

For SEIU Local 925

DocuSigned by:
Rion Peoples
80979E5EF744B0
Rion Peoples
Union Representative

5/2/2023

Date

For Teamsters Local 117

DocuSigned by:
John Scarcy
7AD5B391B59D41E
John Scarcy
Secretary Treasurer

5/2/2023

Date

For King County

DocuSigned by:
James Crowe
CC4A46B1BFB9463...
James Crowe
Labor Relations Negotiator

5/2/2023

Date

[060] Professional and Technical Employees, Local 17– Department of Public Health, Community and Human Services

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jacrowe@kingcounty.gov

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jacrowe@kingcounty.gov

Labor Relations Negotiator

King County

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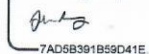
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DocuSign@teamsters117.org

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Karen Estevenin

karen@pte17.org

Executive Director

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Rion Peoples

rpeoples@seiu925.org

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 youssef@pte17.org
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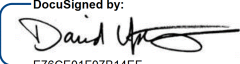
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dave.upthegrove@kingcounty.gov
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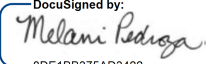
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Melani Pedroza
melani.pedroza@kingcounty.gov
Clerk of the Council
King County Council
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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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