



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19754

Proposed No. 2024-0110.1

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 Involuntary Commitment
5 Specialists employees working in the Crisis and
6 Commitment Services section in the department of
7 community and human services, and establishing the
8 effective date of the agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The Memorandum of Agreement negotiated by and between King
11 County and the Service Employees International Union Local 925, representing
12 Involuntary Commitment Specialists employees working in the Crisis and Commitment
13 Services section in the department of community and human services, which is
14 Attachment A to this ordinance, is hereby approved and adopted by this reference made a
15 part hereof.


Ordinance 19754

- 16 SECTION 2. Terms and conditions of the agreement shall be effective from
17 March 19, 2024 through and including December 31, 2024.


Ordinance 19754 was introduced on 4/16/2024 and passed by the Metropolitan King County Council on 4/23/2024, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry,
Upthegrove and von Reichbauer
Excused: 1 - 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 5/1/2024, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement By and Between King County and Service Employees International Union Local 925

ORDINANCE 19754

Memorandum of Agreement

By and Between

King County

and

Service Employees International Union Local 925

Representing Involuntary Commitment Specialists in the Department of Community & Human Services

Subject: Agreement on workforce augmentation and wage range adjustments for the Involuntary Commitment Specialist job classification (People Soft job code #311101)

Background: The purpose of this Memorandum of Agreement by and between the Service Employees International Union Local 925 (“Union”) and King County (“County”) is to supplement and stabilize the Designated Crisis Responder (DCR) workforce through temporary workforce augmentation and a pay range increase for the Involuntary Commitment Specialist job classification (PeopleSoft job code #311101)

1. Involuntary Commitment Specialists in the SEIU 925 bargaining unit (code A4) working in the Crisis and Commitment Services (CCS) section in the Department of Community and Human Services (DCHS) are DCRs for King County. In that capacity they respond to mental health and substance use crises in King County, making determinations regarding the commitment of individuals experiencing mental health or substance use crises.

2. CCS is experiencing historically high vacancy rates in the Involuntary Commitment Specialist job classification and as a result has been unable to meet Washington State Health Care Authority (HCA) contractually-mandated response times. Continued inability to meet the mandated response times will result in significant financial penalty, impacting the ability of CCS to provide services.

3. King County approached the Union to discuss this ongoing concern. King County has proposed to temporarily augment the Involuntary Commitment Specialist workforce. Additionally, King County has proposed adjusting the Involuntary Commitment Specialist wage range from Range 60 to range 63.

4. King County and the Union have reviewed Article 16 of the Coalition Labor Agreement (CLA), which states:

ARTICLE 16: CONTRACTING OUT

16.1. The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no

circumstance shall the County agree to any long-term or permanent contracting out

of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

1. The Parties agree that CLA Article 16 allows for contracting out to augment the workforce in situations such as this.
2. The Parties enter into this Memorandum of Agreement to allow for the contracting out of the Involuntary Commitment Specialist work on a temporary basis in order to meet state required response times and to adjust the Involuntary Commitment Specialist wage range for workforce stabilization, including recruitment and retention.

Having met and concluded negotiations the parties agree to the following terms:

Agreement:

1. Range Increase: Effective the first full pay period after this Agreement has been signed into law by the King County Executive, or as soon as administratively possible thereafter, the pay range for the Involuntary Commitment Specialist Job Classification (PeopleSoft job code 311101) shall be increased from range 60 to range 63 on the King County Square Table¹.
2. Upon execution of this Agreement, the County may augment the workforce by contracting out DCR work currently being performed by Involuntary Commitment Specialists or otherwise designating other individuals and/or classifications as DCRs until such time as the HCA contractually mandated response times come into compliance and remain in compliance on a sustained basis of at least four consecutive months, at which time the parties will reassess the ongoing need for workforce augmentation and, if mutually agreed, will discontinue the workforce augmentation. Additionally, unless the parties mutually agree, the County shall not contract out DCR work to meet the HCA mandated response times beyond 18 months of the ratification date of this agreement by both parties.
3. The County will develop a plan to end the contracting arrangement in a manner that does not have a detrimental impact on its ability to consistently meet the HCA-mandated response times, and which will bring the contracted work in-house, where it will be performed by current or additional union-represented staff.
4. No King County SEIU 925 DCR bargaining unit jobs will be eliminated as a result of the supplemental work that contractors will perform.
5. The parties will meet regularly in the LMC beginning in March of 2024 to discuss the provisions of this Agreement regarding scope and duration of programs referenced

¹ The reassignment of pay ranges for executive branch classifications provides incumbent employees shall be placed at the same step in the new pay range as the employee was in the previous pay range.

herein, recruitment, and all other areas of compliance of the agreement.

6. Should the County propose to extend the use of the contracted work, it will notify the Union during the monthly LMC meetings no later than 60 days before the expiration of appropriate provisions of this Agreement and will be prepared to answer any questions or concerns raised by the Union.
7. This Agreement does not establish a precedent in any way. The Parties have entered into this agreement due to the emergency situation posed by Crisis and Commitment Services' inability to meet HCA contractually mandated response times. The County and the Union agree that nothing in this provision shall be considered historical contracting out of work.
8. Upon execution of this Agreement the County may add BA level paraprofessional staff to DCR teams. These paraprofessional staff may include staff in the Social Service Specialist and/or Social Service Professional job classifications. The parties have discussed, and the County will draft, for Union review, a job description with duties appropriate to the position which will include duties currently being performed by DCRs. Such duties may include:
 - a. Conduct investigation calls.
 - b. Complete declarations from witnesses.
 - c. Request pertinent records.
 - d. Complete shift report
 - e. Note emergent and urgent outreaches.
 - f. Review hospital cases.
 - g. Review outreach cases.
 - h. Checking IPfax inbox.
 - i. Checking yellow folder.
 - j. Take calls from the log and open cases as indicated.
 - k. Review open cases and receive updates as needed
 - l. Reconcile utility to screener rack to account for all cases.
 - m. Read and prioritize phone calls.
 - n. Assist DCR teams in the field as needed.
 - o. Open/Investigate Court Orders (D&D's)
 - p. Other duties as assigned.
9. Amendments to Article 14 of Appendix 030
 - a. Section 1: "...New career service employees (Involuntary Commitment Specialist, Job Class Code # 3111100, and PeopleSoft Job Code # 311101) shall be hired at Step 1 of Range 63 of the King County Squared Table pay range, or a higher step on the same range, at the discretion of management ..."
 - b. Section 2 – The salary schedule in this section shall be amended to note that temporary employee pay shall be at the established percentage of range 63 (up from the current range 60).

For SEIU 925:

DocuSigned by:
Rion Peoples
89979F5E6F744B0...

Rion Peoples
Union Representative

3/19/2024

Date

For King County:

DocuSigned by:
James Crowe
CC4A46B1BFB9463...

James Crowe
Labor Negotiator
Office of Labor Relations
King County Executive Office

3/19/2024

Date

Certificate Of Completion

Envelope Id: E0A60AA0CCF64CA99E50AC1EA75415D7	Status: Completed
Subject: Complete with DocuSign: Ordinance 19754.docx, Ordinance 19754 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 5	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

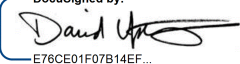
Record Tracking

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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
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Timestamp

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Signed: 4/24/2024 8:45:26 AM

Electronic Record and Signature Disclosure:

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ID: ccc95f87-a814-42ce-b370-0ad69ecadf9e

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

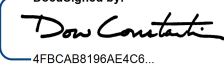
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Signed: 4/24/2024 3:32:49 PM

Electronic Record and Signature Disclosure:

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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)

DocuSigned by:

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Using IP Address: 75.172.8.180

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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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Ames Kessler akessler@kingcounty.gov 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: 4/24/2024 3:32:51 PM Viewed: 4/24/2024 3:38:05 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	5/1/2024 9:33:16 AM
Completed	Security Checked	5/1/2024 9:33:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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 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:

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- 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..

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- 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.