

**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
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3/19/2024

Rion Peoples
Union Representative

Date

For King County:

DocuSigned by:
James Crowe
CC4A46B1BFB9463...

3/19/2024

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

Date