

Memorandum of Understanding
to the Agreement by and between
the City of Kirkland

and

Local 1837, Washington State Council
Of County and City Employees
Of the
American Federation of State,
County and Municipal Employees,
AFL-CIO

Crisis Responder for Regional Crisis Response Agency

May 19, 2023

This Memorandum of Understanding ("MOU") is supplemental to the Collective Bargaining Agreement ("CBA") by and between the City of Kirkland, Washington, ("Employer"), and Local 1837, Washington State Council of County and City Employees, of the American Federation of State, County and Municipal Employees, ("Union").

In January 2023, the Regional Crisis Response ("RCR") Agency was formed as a collaborative effort among the North King County cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline to provide consolidated and standardized regional mobile crisis response services for the five-city region. RCR's goal is to reduce over-reliance on traditional public safety response to behavioral health calls by providing response from licensed Crisis Responders.

The City of Kirkland was selected as RCR's fiscal and administrative agent, and any employees of the agency would be City of Kirkland employees with the same benefits and rights afforded to all other City of Kirkland employees.

In order to merge existing crisis response staff from the City of Kirkland and the City of Bothell, Crisis Responder I and II salary bands were created to accomplish the following goals: A) retain all existing staff through the transition; B) ensure no existing staff experience a pay decrease because of the transition; C) maintain internal pay equity; and D) offer a competitive salary to attract qualified Crisis Responder Mental Health Professionals for the remaining vacant position.

The parties agree to the following:

1. Providing a one-time exception to forego the job notification and recruitment process outlined in Article 7.2 of the AFSCME Collective Bargaining Agreement for two City of Bothell crisis navigators. Navigators will be subject to new-hire background checks and standard verification of new-hire documents.
2. Recognizing the Bothell hire-in date of the two City of Bothell crisis navigators for purposes of seniority and paid time off accrual rates.

3. Recognizing the Bothell hire-in date of the two City of Bothell crisis navigators for purposes of determining their remaining probationary period under Article 5.1 of the AFSCME Collective Bargaining Agreement.
4. Agreeing to the transfer of sick and vacation leave accrual balances for the Bothell crisis navigators as of their separation date from the City of Bothell. Any remaining wellness hours or professional leave earned will be converted to vacation hours. Holiday hours will be applied pursuant to the AFSCME Collective Bargaining Agreement.
5. Modifying the existing Crisis Responder position to a Crisis Responder I associate classification and creating a new journey level job classification, Crisis Responder II.
6. The Crisis Responder I classification would be reserved for those with an associate license and the Crisis Responder II classification would be for those who hold an advanced clinical practice license from the State of Washington Department of Health.
7. When a Crisis Responder I is able to demonstrate that they have become licensed by the Washington State Department of Health, they would become a Crisis Responder II and move to the step in classification II's salary band that is higher than their current salary.
8. The existing Crisis Responder (proposed to be Crisis Responder I) salary band remains unchanged other than the market adjustment included in the 2023-2024 AFSCME collective bargaining agreement.
9. The proposed Crisis Responder II salary band is 5% higher than the Crisis Responder I salary band. (*Table 1*)
10. Each existing FTE will be transferred into either the Crisis Responder I or Crisis Responder II classification based on their level of licensure and placed at the next highest salary step that is the closest to their existing salary, without decreasing their salary.
11. The parties agree that nothing contained in this MOU creates a past practice and the MOU is not precedent setting in any manner.
12. This MOU may be executed in counterparts and when signed by all parties, shall be binding upon the parties. Transmission of this MOU by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.
13. This MOU is effective immediately upon signature by all representatives and the parties acknowledge and agree to the terms and conditions set forth in the MOU as evidenced by the signature of the applicable parties below.

Kurt Triplett 5/25/23
 Kurt Triplett, City Manager Date
 City of Kirkland

Michael R Rainey May 19, 2023
 Michael R Rainey (May 19, 2023 12:12 PDT)
 Michael Rainey, Council 2 Date

Approved as Negotiated:

Truc Dever
 Truc Dever (May 19, 2023 10:42 PDT)
 Truc Dever, Human Resources Director

Shannon L. Sedlacek
 Shannon L. Sedlacek (May 20, 2023 14:08 PDT)
 Shannon Sedlacek, President Local 1837

Approved as to Form:

Darcey Eilers
 Darcey Eilers (May 24, 2023 13:51 PDT)
 Darcey Eilers, Assistant City Attorney

Table 1.

Proposed 2023 Salary Bands:

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Crisis Responder II (Journey) | | | | | | |
| | | \$100,234.31 | \$103,091.00 | \$105,967.24 | \$111,551.70 | \$117,118.13 |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | |
| Crisis Responder I (Associate) | \$95,461.25 | \$98,181.90 | \$100,921.18 | \$106,239.72 | \$111,541.08 | |