

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
DOWNTOWN EMERGENCY SERVICE CENTER  
and  
SEIU HEALTHCARE 1199NW**

**DOWNTOWN EMERGENCY  
SERVICE CENTER**

**2022 - 2025**



**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**DOWNTOWN EMERGENCY SERVICE CENTER**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
DISTRICT 1199NW**

**APRIL 1, 2022**

**THROUGH**

**MARCH 31, 2025**

# Collective Bargaining Agreement

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**Collective Bargaining Agreement  
By and Between  
Downtown Emergency Service Center ("Employer")  
and  
Service Employees International Union, District 1199NW ("Union")**

**Effective April 1, 2022 – March 31, 2025**

**ARTICLE 1: RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining representative for all employees working in the collective bargaining unit certified by the National Labor Relations Board in Case No. 19-RC-12481. As well as, any new or created position similar to an existing represented position; and, any currently represented positions in future programs established by the Employer.

The identified represented positions are:

Administrative Support	MCT MH Case Manager II w/Masters
ARNP	MH Case Manager I – incl Program Coordinator
Behavioral Health Case Manager	MH Case Manager II – incl MHP & Psychotherapist
Case Manager BA - MCT	Navigation Center Case Manager
Certified Peer Specialist	Navigation Center Service Coordinator
CIRT Outreach MHP/CM	Peer Counselor – Not Certified
Clinical Program Assistant	PT Clinical QA Assistant
Clinical Support Specialist – Supportive Housing	Project Assistant - Morrison
Consumer Aide	Registered Nurse
Counselor - Safety Patrol	Residential Counselor / Shelter Counselor
CRP Counselor	RRH Case Manager
Employment Specialist	SAGE Intake Specialist
Housing Assistance Case Manager	SUD Counselor (CDP)
Housing Specialist	SUD Counselor w/Masters
Janitor	SUD Trainee/Intern
KSH Shelter Coordinator	Vocational Specialist
Lead Janitor	
Licensed Practical Nurse	
Maintenance I	
Maintenance II Maintenance II – Floor Maintenance Tech	

represented with the exception that the position will have a probationary period that matches the length of time the employee has not passed the Chemical Dependency Professional (CDP) licensure exam required by the Washington State Department of Health. If, at the time an employee passes the CDP licensure exam there is no open CDP position available with the Employer, the employment of that individual will be considered separated. In the event a CDP position opens up within six (6) months, the employee will be eligible to apply for the CDP position as an internal candidate with their seniority rights intact.

## **ARTICLE 2: NONDISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, sexual orientation, religion, age, national origin, marital status, gender identity or expression, pregnancy, political affiliation, Union membership, Union activity participation, Combat era or disabled veteran status, presence or perception of sensory, mental, or physical disability, or any other status protected by law or contract, in any employment practice, unless based on a bona fide occupational qualification.

- 2.1 Any claim by a bargaining unit member regarding discrimination or harassment by a member of management shall be reported to the Union's organizer within three (3) days of the Employer receiving the complaint. Any client information that must be redacted to protect HIPPA shall be redacted by the Employer prior to providing notice.
- 2.2 Any complaint by a bargaining unit member may be filed as a timely grievance within 120 days of notice of the complaint.
- 2.3 The Employer will provide the policy the Employer utilizes to investigate a complaint of harassment against a member of management upon ratification and again every 6 months to the Labor Management Committee for review. Management will provide regular updates to the Union's organizer, or designee responsible for the complaint, of any complaint and the actions taken by management to follow the policy and investigate the complaint.
- 2.4 Restroom Equity. The Employer shall provide that all employees have adequate access to all-gender restrooms in their work locations, this includes reasonable allowance of travel time. It is the Employer's intent to make as many restrooms as possible all-gender and update signage.
- 2.5 Lactation. The Employer will comply with all legal requirements concerning lactation, including providing reasonable break and travel time for an employee to express breast milk for their nursing child. The Employer will provide a place that is reasonably close to the employee's work area, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The Employer will provide access to a refrigerator for the breast milk. Employees should provide as much advance notice as possible of the need for a location to express breast milk.
- 2.6 The Employer will make every effort to accommodate the religious needs of its employees, to the extent that such accommodations do not impose an undue burden on the employer, including the following: 1) scheduling of breaks in accordance with the prayer schedule of the employee; 2) providing a reasonably comfortable and



time for prayer and travel time between the prayer area and workspace; 4) allowing employees to use a phone, watch, or other tool to remind them of their prayer schedule; and 5) providing other accommodations as necessary.

2.7 Immigration-Related Audits, or Raids/Detentions Employment. The employer shall, as soon as practicable and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an audit, raid or detention, affecting bargaining unit members, and provide the name, contact information, and detention location of any employee detained for immigration-related reasons by law enforcement or immigration officials.

2.7.1 The Employer may not require an employee to meet with Immigration Customs Enforcement (ICE).

2.8 Access to Menstruation Supplies. The Employer will provide at each worksite free access to menstruation supplies in every staff restroom. Each site will offer multiple sizes and multiple types of products (i.e. pads and tampons, or other supplies). Additionally each bathroom will have appropriate disposal receptacles in every staff restroom.

## **ARTICLE 3: MANAGEMENT RIGHTS**

### **3.1**

The Union recognizes the Employer's inherent and traditional right to manage its business, to direct the work force, and to establish and modify the terms and conditions of the employees' employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively in the Employer. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.

### **3.2**

Specifically, and without limiting the generality of the foregoing, the Employer has the sole and exclusive right: to hire, suspend, transfer, promote, demote and discipline employees and to maintain their discipline and efficiency; to lay off, terminate, or otherwise relieve employees from duty; to establish and change their work schedules and assignments; to eliminate, change or consolidate jobs; to install new jobs; to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; to direct the methods and processes of doing work to introduce new and improved work methods or equipment; to subcontract or relocate bargaining unit work; to determine the locations where work is to be performed; to determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked, and the workweek; to make and modify rules and regulations which the Employer deems necessary for the conduct of its business, and to require their observance.

## **ARTICLE 4: NO STRIKE, NO LOCKOUT**

### **4.1**

initiate, or participate in any strike, sympathy strike, work stoppages, slowdowns, picketing, sit-down, or other curtailment of work or interference with the operation of the Employer's business or operations or engage in any other forms of economic actions against the Employer during the life of this Agreement. The Union will use its best efforts to curtail any activity covered by this Article. The Employer shall not engage in a lockout of employees during the term of this Agreement.

## **ARTICLE 5: UNION FUNCTIONS**

### **5.1 Union Dues and Fees**

As a condition of employment, all employees who are covered under this Agreement shall, within thirty (30) calendar days of employment or within thirty (30) calendar days of the effective date of this Agreement (whichever is later), become and remain a member in good standing of the Union or pay the Union a fair share representation fee. Good standing for purposes of this section shall mean the payment of regular monthly dues, initiation fees, or fair share representation fees uniformly required by the Union. Failure by an employee to pay the required dues or fees shall constitute non-compliance and cause for termination of employment. The employee shall be discharged by the Employer within thirty (30) calendar days after Employer receipt of written notice from the Union of non-compliance, unless the employee fulfills the membership obligations set forth in this Agreement. The Employer will notify employees of the membership requirement at time of hire. Union membership applications and payroll deduction cards will be distributed to each new employee during orientation.

### **5.2 Conscientious Objectors**

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable organization. These religious objections and decisions and non-religious charitable organizations must be documented and declared in writing. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

### **5.3 Payroll Deduction**

During the terms of this Agreement, the Employer shall deduct dues or representation fees monthly from the pay of each member of the Union who voluntarily executed a dues deduction authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Dues will be transferred to the Union within two weeks following the pay day. The amount of union dues deducted will be promptly transmitted to the Union by check payable to its order. When such dues are sent to the Union, the Employer shall also electronically provide to the Union an "excel format" list of all employees using payroll deduction. The list shall include name, employee identification number, dues deducted by pay period.

### **5.4 Health Care Leadership Fund**

A voluntary payroll deduction will be implemented the first payroll period following ratification of this Agreement, based upon system requirements and capability, the

who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the Healthcare Leadership Fund check-off. The parties agree that the Employer will retain one-quarter of one percent (.25%) of amounts deducted as reimbursement for its reasonable costs of administering the check-off.

### **5.5 Rosters**

On a monthly basis the Employer will provide the Union with a Bargaining Unit Roster. This roster will include the following information: name, job title, date of hire, work location, assigned FTE, rate of pay, Social Security Number (as permitted in writing by the employee), Employee ID, known pronouns and gender identity, home address, primary phone number, alternate phone number, any email addresses, the EEOC-4 information, and a list of all terminating employees within the bargaining unit.

The Employer will provide a separate report with the following information: name, actual hours worked, amount of dues deducted and year to date dues deducted.

### **5.6 Union Access**

The Union shall have reasonable access to meeting space to Employer facilities including meeting space. Access shall occur for the purpose of administering this agreement, educating staff, and for opportunities to protect and improve funding and support for DESC services. The Union shall make reasonable notification to the Employer for access, including meeting space, by providing advance notice to the Human Resources Director and by working with the relevant site manager to schedule meeting times and spaces. Requests for meeting space shall not be unreasonably denied. Visits shall not interfere with work activity and client services. To ensure this, the Union shall schedule visits with members in advance when possible to avoid work interruption. Union members' participation in meetings will be during break times or other non-work time. Union staff coming into contact with information about the Employer's clients shall keep any and all such information confidential.

The Employer will make available a bulletin board in every employee break room, or office if there is not a break room at the facility.

### **5.7 Union Orientation**

During the new hire orientation process, new hires will be provided with a copy of this Agreement. The Union will provide copies to the Employer.

A Union delegate will be allowed one half (1/2) hour at orientation to discuss Union

during the lunch break.

## **ARTICLE 6: EMPLOYEE DEVELOPMENT**

### **6.1 Probationary Period**

Newly hired employees and temporary status employees hired into a represented position have a six (6) month probationary period. This time is used to verify that the employee has the necessary skills, attitudes, and motivation to do the work expected. Performance expectations shall be made clear to the employee by the job description and by their supervisor during daily operations. After completing the standard six (6) month probationary period, the employee shall be considered regular unless they have been advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) calendar days. Prior to extending the probationary period, the employee shall receive a written performance review that includes a corrective action plan. An employee's probationary period will be extended by the number of days that any leave without pay is taken. Written notification will be sent to the employee and Union Office. While in the probationary period, the employee may be terminated at any time without recourse to the grievance procedure.

### **6.2 Orientation**

New employees shall receive an orientation to acquaint them with the organization and operation of the Employer, the physical structure, their job duties and responsibilities, equipment used by employees and the Employer's policies and procedures. A review of key safety issues will occur before an employee begins regular job duties. A more thorough review of safety issues will occur throughout the orientation process.

Supervisors are ultimately responsible for overseeing the orientation process of new employees. They shall meet with each new employee in group settings or individually to discuss policies, procedures, job duties, other topics related to job expectations and work performance and site-specific responsibilities and safety information. The employee and supervisor shall share the responsibility of completing the orientation plan and tracking the orientation process until completed.

### **6.3 Performance Evaluation**

The Employer will maintain a procedure of providing regular performance evaluations to employees upon completion of the probationary period and within three (3) months of anniversary in the position, and annually thereafter. The objective of these evaluations is to assist employees in their career development, ensure the consistent implementation of policies and procedures, and to improve the overall effectiveness of agency operations. In the course of day-to-day operations supervisors shall give feedback to employees so that performance issues identified in a written evaluation are not surprises for an employee. The employee may submit a written response to the performance evaluation for the personnel file within fourteen (14) calendar days of receiving the performance evaluation to his/her non-bargaining supervisor with a copy to the Human Resources Director.

### **6.4 Employee Development**

Staff inservice training sessions and consultations to develop staff skills and capabilities are scheduled periodically. Participation in these sessions is required of the entire staff

program. The Employer will strive to make inservice training materials available to all staff unable to attend a given training session. A committee of managers and other selected staff will meet to make decisions about the training schedule and make the necessary arrangements to assure all-staff training happens according to plan. This committee will incorporate input from staff by way of survey and other feedback in developing the annual staff training schedule. The Labor Management Committee may be utilized as an additional method to create effective solutions to the training needs of staff.

Employees are also encouraged to develop skills by attending external educational programs such as professional conferences, workshops and courses. The Employer shall budget funds to pay for external training sufficient to allow for \$100 per position per year. Additional funds will be available for positions having more specific training requirements as indicated by licensing and contract expectations within the Employer's budget limits. Information about upcoming trainings will be made available in the staff areas of program sites and by way of email. Staff may request regular work time off and financial assistance to attend outside training opportunities that are of particular interest to them. Such requests are evaluated for their relevancy to current job responsibilities and anticipated benefit to the Employer, commensurate with the cost of the training and program coverage needs. Staff should direct requests for all outside training to their individual supervisor who will work to ensure opportunity for employee development and that requests meet the above guidelines. In positions where the Employer requires State Department of Health licenses or other work-related certifications, employees at their discretion may use the allotted \$100 referenced above to pay for such licenses and/ or certifications.

## **6.5 Personnel File**

Employees shall have access to their personnel file no later than four (4) business days following their request to review the file. An employee will be given a copy of all evaluations, commendations, and disciplinary actions to be placed in their personnel file prior to placement. Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to their immediate supervisor within fourteen (14) calendar days of receiving documentation.

## **ARTICLE 7: CASELOAD AND COVERAGE**

### **7.1 Caseload Size**

The Employer and the Union share the value of maintaining service caseloads at the lowest possible level in order to provide quality services. This concern spans multiple programs at the Employer.

The Employer will strive to maintain caseloads at or below current levels as of the signing of this Agreement. Should circumstances require an increase in caseloads, thirty calendar days advance notice will be provided and discussions with relevant staff will occur in order to explain the situation and explore alternative solutions. Temporary caseload changes without thirty (30) days' notice may occur due to emergent staffing realities. In such cases, program supervisors will work to distribute the workload across the relevant staff as equally as possible. As workloads exceed routine limits, supervisors will work closely with staff to provide support by assisting in setting priorities and, as possible, with direct client services.

case managers regarding protective payee activity and temporary increases to caseloads. To ensure consistent pursuit of this goal, the Employer will have a standing quality assurance/quality improvement project associated with maintaining case load size and number of payeeships per case manager.

It is understood that caseload concerns apply to programs in which staff provide extensive milieu management services (e.g., Housing Assistance Case Managers Housing Projects). The same effort to assist staff in prioritizing work and distribution of the overall work load will be made.

## **7.2 Coverage**

The Employer and Union recognize the need to cover shifts with staff prepared to handle the required duties. From time to time, new staff and on-call staff may comprise a significant portion of the staff covering a shift at a particular location, especially in locations where coverage consists of only one or two staff. The parties share an interest in increasing coverage above one whenever possible and will engage in joint advocacy work to secure funding to make such coverage possible.

These protocols will be used to ensure each shift will be covered by staff able to handle the required duties:

- New regular and on-call staff will not be assigned to work a shift as part of the minimum coverage until having had one shift of orientation.
- A staff person new to a specific site will be oriented to that site for at least one hour. As possible, this will occur before a shift begins, while there is minimum coverage or better, but may need to happen during a shift if other scheduling cannot be worked out.
- New, regular and on call staff will not be assigned to work a shift in any housing program until they have completed one shift of orientation at any housing program. New, regular and on call staff will not be assigned to work a shift in any entry service program until they have completed one full shift of orientation in entry services. To the extent possible, this will occur during a shift while there is minimum coverage or better.
- Advance scheduling activities will take into account staff experience levels so that less experienced staff are assigned to locations where more experienced staff will also be working.
- In the event of unexpected changes to scheduled staffing configurations, such as illness of a staff person, supervisory staff may switch assignments for some staff in order to achieve a better balance of experience levels at different locations.
- Although all staff will retain access to consultation with an on-call supervisor anytime while on shift, arrangements may be made with less experienced staff for a scheduled phone consultation with an on- call supervisor during the shift to answer questions and discuss how the shift is going.
- Supervisors will attempt to cover any unscheduled absences by calling in additional staff. In the event minimum coverage cannot be arranged, the on-call supervisor will fill the shift.

- Coverage needs will not interfere with use of PTO in the case of illness or emergency. Staff will follow DESC's call-out policy to provide adequate notice of any unscheduled absence.
- DESC will maintain an After Hours Team for the purpose of ensuring that minimum coverage is maintained whenever possible, and reviewing any instances where minimum coverage was not maintained, to recommend improvements for future coverage.
- Staff will notify the on-call supervisor anytime they are left to work alone, whether due to a co-worker's unscheduled absence or another emergency. No employee may be retaliated against for reporting that they were left to work alone.
- After Hours Supervisors will make a good faith effort to provide break coverage, if the break would result in a member working alone; the break coverage shall perform the work of the person they are breaking.
- After Hours Supervisors will prioritize covering with additional staff or with the After Hours Supervisor any unfilled shifts that were a result of a call-out that left a member as the only worker covering the shift (i.e., if there are three sites where there is one person working alone, those three sites will be the first to have the number of staff increased through additions or the After Hours Supervisor).
- Additionally management will post at every 24/7 program location the minimum staffing plans for that program.
- Management will update the "When to work" schedule (or other relevant staffing system/schedule) as soon as possible after notification of a change to staffing.

## **ARTICLE 8: JOB VACANCIES**

### **8.1 Filling Vacancies**

The guiding philosophy for filling vacant positions is to foster staffing patterns that promote effective service delivery, and insofar as possible, to maximize the job satisfaction of employees. The following goals are used as guidelines in hiring decisions:

- To hire qualified applicants who best match the job requirements and agency needs.
- To achieve and maintain an ethnically diverse staff.
- To achieve and maintain a gender balance of staff.
- To recognize qualifications, skills, and relevant experience of current employees, assist them in their career development, and give them opportunities to move

- To accommodate employee requests for lateral transfers, within the context of optimizing effective agency operations.
- To consider, if offered by team members, employee input about meeting team needs regarding skill, competence, ability and relevant experience when filling vacancies. The opinion of the Employer will be conclusive.

## **8.2 Lateral Transfers - Same Job**

When openings occur in positions that have more than one employee, other employees in the same job classification will be given the opportunity to request a change from their current position (e.g. transfers between shifts or projects to equivalent jobs). When there are multiple requests for lateral transfers and where skill, competence, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor. The need of the Employer to keep a strong and balanced staff in each area of the Employer will be a primary consideration when decisions about approving these requests are made. The input of affected supervisors will be sought in making these decisions.

## **8.3 Filling Open Positions**

- The Employer will announce all positions to all current employees prior to interviewing any candidates. The appropriate supervisory or management staff will screen applicants and select the top qualified candidate(s) for interviews. Exceptions to posting any given position opening may be made when multiple positions of a similar classification are open (such as with the opening of a new project) and the possibility of lateral transfers into those openings will create new openings in other positions of the same classification. The hiring process may instead consist of a call for all interested employees in that job classification to put in shift and location preferences so all can be considered simultaneously.
- Where skill, competence, ability and relevant experience are substantially equal in the opinion of the Employer, preference will be given to internal employees when compared to external candidates with similar qualifications.
- Where skill, competence, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor in reassignment or transfer.
- If an employee candidate is not selected for an interview, the employee will be provided with the feedback prior to the hiring decision being announced.
- Advertising the position in the community, in order to generate a pool of qualified candidates for the position at discretion of management.

In the interest of assisting staff in their career development, an employee who applies for a new position and is not selected will be given an opportunity to receive feedback on the factors that contribute to that decision by the supervisor making the decision.

## **8.4 Promotions**

An employee who is promoted within the bargaining unit shall serve a review period of six (6) months in the employee's new assignment. The employee shall receive an



period may be extended at the sole discretion of the Employer for an additional ninety (90) consecutive calendar days. If the employee chooses or is removed from the new job within the review period, the employee shall be returned to the former job within the bargaining unit without loss of seniority or other benefits provided that (1) the job still exists, (2) the job is vacant, and (3) the employee has not been terminated for cause. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified. If no other vacant position is available, the employee shall be released from duty, placed on the recall roster, and provided with recall rights provided that the employee has not already declined a comparable position to the former position held. For the purposes of this Article, "comparable position" shall be defined to include (1) similar duties, (2) pay not more than 5% of reduction of the base wage, (3) within 0.2 FTE of the FTE status of the former position, and (4) same shift.

## **8.5 Job Descriptions**

The Employer will notify the Union of any change in any existing bargaining unit job description prior to implementation.

## **ARTICLE 9: SENIORITY AND LAYOFF/RECALL**

### **9.1 Seniority**

Seniority shall be defined as the length of time an employee has been employed by the Employer in the bargaining unit. Seniority shall be accrued based on the most recent date of hire into the bargaining unit as a regular employee.

Seniority shall apply to the computation and determination of eligibility for benefits where, pursuant to this Agreement, length of service is a factor to be considered. Where skill, competence, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor in reassignment, transfer, layoff or recall of individuals within the bargaining unit. The Employer will consider, if offered by team members, employee input about meeting team needs regarding skill, competence, ability and relevant experience. The opinion of the Employer will be conclusive.

### **9.2 Probationary Period**

Seniority benefits shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of regular hire.

### **9.3 Layoff**

A layoff is defined as a reduction in the number of individuals employed by the Employer within a job classification. Layoffs within job classifications may occur as the result of lack of funds, a curtailment of work (lack of need for work), or reorganization for the purposes of increased efficiency.

### **9.4 Notice of Layoff**

The Employer will give the Union and individuals within the affected job classification(s) at least five (5) working days advance written notice of a layoff identifying the reasons for the action and the anticipated number of employees affected. Within five (5)

listing the names, dates of hire, FTEs, rate of pay, job titles(s), and work location of all bargaining unit employees. In addition, the Employer will provide the Union with its most recent posting of vacant positions. Upon request, the parties will meet to discuss the reasons for the action and review the procedure, order of layoff, and severance options. All full-time and part-time employees affected by the layoff action will be given advance written notice of layoff or pay in lieu thereof, based on scheduled hours missed, at least thirty (30) calendar days prior to the layoff or staffing adjustment.

## **9.5 Order of Layoff**

In the event of layoff, the Employer shall first determine the job title(s) to be affected by the layoff. The Employer will then determine the least senior employee within the job title. The employee holding that position is the affected employee. A less senior employee may be given preference over a more senior employee if there is written substantial documentation of a skill set or credential that the Employer needs to deliver required program services. The more senior affected employee and the Union will be given a written statement of the decision to give preference to a less senior employee within five (5) business days of the layoff notification.

Prior to implementing the provisions of the layoff procedure, the Employer will seek volunteers for layoff, voluntary early retirement or, where offered by the Employer, voluntary leaves of absence from among those employees who work within the affected job title(s). If there are no volunteers within that job title, then employees who work in another job title may be allowed to volunteer for layoff if the affected employee is willing to assume the vacated position and, in the opinion of the Employer, is equally qualified to perform the job. Employees who volunteer for layoff may opt for recall rights as described in this Article.

The following order of layoff or reduction in force shall apply:

First: Volunteers for layoff.

Second: Employees who have not yet completed their probationary period.

Third: The least senior member of an affected job title.

## **9.6 Displaced Employees**

Those employees whose positions have been eliminated shall be able to confer with management about other possible employment opportunities at the Employer. Those employees who have not been offered a "comparable position" (for the purposes of this Article, "comparable position" shall be defined to include (1) similar duties, (2) pay not more than 5% of reduction of the base wage, (3) within 0.2 FTE of the FTE status of the former position, and (4) same shift) will be considered "displaced" employees and will have the following options available to them:

## **9.7 Assume a Vacant Position**

On the basis of seniority, the employee shall be offered available job openings within the bargaining unit provided the employee is qualified to perform the duties of the job.

## **9.8 Recall**

If a comparable position is not available, then that employee will be eligible for

Employees who have lost employment due to layoff will be placed on a reinstatement roster for a period of twelve (12) months from the date of the action. There will be no loss of benefits or previously accrued seniority if the individual is recalled within twelve (12) months.

### **9.9 Reduction in Hours**

The Employer and an employee may mutually agree to a reduction in hours. The Union shall be notified of any discussion regarding reduction of hours in lieu of layoff. Any employee subject to an agreed upon reduction in hours will be eligible for Recall.

Individuals on the recall roster who are qualified to assume a vacant or open position within the bargaining unit shall be given opportunity to do so prior to newly hiring an individual into the unit. As vacancies occur, employees will be recalled in order of seniority providing that an individual's skill, competence, ability and experience are considered substantially equal in the opinion of the Employer. When a vacancy occurs, the Employer reserves the right to determine whether to recall an individual or to redistribute hours among existing staff within the job classification who have voluntarily reduced their hours under this Article.

### **9.10 Notification of Recall**

Employees shall be notified by certified mail at the employee's address on file in the Human Resources Department. When an offer of reinstatement has been made, the individual shall indicate their acceptance and report for work no later than fourteen (14) calendar days following the offer of recall unless mutually agreed to otherwise. If an individual on the reinstatement list does not provide the Employer with a current address and phone number, does not respond within a seven (7) day time period to a notification by the Employer, or fails to report for work, the employee will be removed from the list.

**Termination of Seniority/Recall Rights:** Seniority and recall rights will terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable position (for the purposes of this Article, "comparable position" shall be defined to include (1) similar duties, (2) pay not more than 5% of reduction of the base wage, (3) within 0.2 FTE of the FTE status of the former position, and (4) same shift) offered by the Employer, after twelve (12) consecutive months on the recall roster or failure to comply with recall procedures.

If an employee is re-employed following the loss of their seniority/recall rights, the employee shall be reinstated to their seniority level effective the date of layoff and shall have a note made on their hire date to reflect additional levels of seniority.

### **9.11 Time Off Cash Out**

All employees laid off from the Employer shall have the option of cashing out 100% of any accrued paid-time off up to 150 hours.

### **9.12 Letter of Reference**

If requested, the Employer agrees to write a letter of reference for any employee who is laid off.

The Employer agrees not to dispute any unemployment claim filed by any employee who volunteers for layoff.

#### **9.14 Health Care Continuation**

Upon layoff, full-time and part-time employees and their dependents participating in Employer provided medical and dental plan benefits may elect continuation of medical and dental coverage (or medical coverage only) in accordance with COBRA guidelines. The Employer will provide affected employees with the cash equivalent of two (2) months of employee premiums for medical and dental coverage at the time of layoff.

### **ARTICLE 10: WAGES AND BENEFITS**

#### **10.1 Wages**

Effective the pay period beginning October 16, 2022, Attachment A shall set forth the pay scales.

Effective April 1, 2023, all pay scales will receive an increase of 3.5%.

Effective April 1, 2024, all pay scales will receive a minimum increase of 2%, and the employer and union will re-open negotiations for additional wages only.

Effective January 1, 2024, a longevity Step 7 will be added to the pay scales. Step 7 will be set at 2% over Step 6. This new step will only be available initially to employees who are at Step 6 as of January 1, 2024, and will be effective on their next anniversary. For employees who are not at Step 6 as of January 1, 2024, they will be eligible for the new Step 7 after they have completed one year at Step 6. New hires will be capped at Step 6 for their initial step placement.

##### **10.1.1 Credit for Past Experience**

New hires will be given credit for past work experience and education in accordance with DESC's Starting Wage and Step Placement Procedure.

All employees currently employed can submit a one-time review of their past experience within 30 days of contract ratification by contacting human resources and may have a delegate with them at the time of the review. Any member who was not hired at the appropriate step will be moved to the appropriate step on their next pay-check. If mutual agreement on a new step cannot be reached, the member will have access to the full grievance process.

##### **10.1.2 Re-opener on new funding**

The Employer and Union are both committed to participating in joint advocacy work related to increasing staff wages. The Employer commits to informing the union of wage specific revenue increases or new ongoing funding sources for wage increases that would allow the Employer to increase any bargaining unit salary grade or entire program by 1.5% or more above the increases that have already been agreed to above and in the Attachments. In these circumstances, the employer and union will re-open negotiations

## **10.2 Night Shift Differential**

Effective the date of ratification, for all staff working in 24-hour staffed facilities, a shift differential of \$1.00 per hour will be applied to the wages of staff for whom the majority of work hours are worked during night shift hours, and \$.50 per hour swing shift differential for employees who work primarily between the hours of 3:30 p.m - midnight.

### **10.2.1 Language Differential**

A stipend of \$81.25 per pay period, based on 37.5 hours paid per week and pro-rated for fewer hours paid, shall be given to each member who voluntarily elects to provide language translation services for the Employer. Any bargaining unit member may request this differential through their supervisor by completing the Language Differential form provided by Human Resources. The supervisor and HR will make a final determination of the Employer's need for the specific language translation. The member must demonstrate proficiency in the language; if management requests translation, that shall count as a demonstration of proficiency. Any member who is asked to provide translation shall receive the differential beginning in the pay period their translation services are requested.

The request for language differential may be denied by the supervisor, only in circumstances where the skill of the member will not be requested in the course of their work duties. The member may appeal a decision of denial by requesting a review to be completed by Human Resources.

The Language Differential form will need to be resubmitted annually, and when job titles are changed.

## **10.3 Equity Adjustment**

If at any time an employee is hired into a position at a rate higher than that of a current employee(s) in the same position with the same or greater experience, that current employee(s) shall be moved to the same step on the wage scale as the newly hired employee, effective the first full pay period following the hire date of the new employee.

## **10.4 Step Placement Procedure**

The Step Placement Procedure is available in the policy and procedure manual.

## **10.5 Maintenance of Benefits**

Attachment B shall set forth the medical benefits, effective January 1, 2022. The plan includes a rider for transgender medical services. The employer agrees to not reduce the current level of medical plan benefit coverage during the term of this agreement. This shall include no increase to co-payments, deductibles, co-insurance, and out of pocket maximums. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan. Increased costs of seven percent (7%) in any year will trigger a reopener on Medical Benefits. If the premium costs exceed the threshold of the Cadillac tax for any future year, there will be a reopener. Article 4.1 No Strike, No Lockout will not apply for the purpose of this reopener.

The Employer believes that employees perform their jobs better and experience less fatigue and "burn-out" if they have a change and rest from their daily routine on a regular basis. Employees are encouraged to plan breaks from work through the use of accrued PTO.

The Employer does not distinguish between vacation, holiday or sick time in the accrual and use of the paid time off benefit, due to the nature of the Employer's programs and the need to provide adequate staffing seven days per week. The intent is to create a simple, easily understood method of recording the accrual and use of paid time off.

For all full-time employees, PTO accrues at the following rate, prorated in each pay period:

1st and 2nd years: 34 days/year  
3rd and 4th years: 38 days/year  
5th year and after: 42 days/year

PTO is accrued and recorded on the basis of an individual's employment year, and scheduled increases are implemented in the pay period in which the anniversary date falls.

The employee's balance of PTO at the beginning of a pay period is the amount that is available to use during that period. PTO accrued during the period is credited to the employee at the end of the pay period for use in the next period. An employee who terminates employment before the end of the pay period is not credited with PTO for a partial period. However, a new employee who begins work mid-pay period accrues a prorated amount of PTO for that pay period.

It is expected that employees will keep their absences from work within their available PTO. Absences above this limit are generally considered excessive and may lead to disciplinary action. Exceptions to this general rule would ordinarily be for reasons covered by family or medical leave.

### **10.7 Meal/Rest Periods**

An employee who works five (5) hours or more within a work day shall be entitled to an unpaid meal period of at least one half (1/2) hour and no more than one (1) hour. Employees who are required to work during their meal period shall be paid for the time worked. All employees shall be allowed a paid rest period of fifteen (15) minutes in each half shift of four (4) hours or more duration. Intermittent breaks totaling fifteen (15) minutes where the employee is not performing work for a few minutes shall be considered as a rest period.

### **10.8 Continuing Education**

The Employer and the Union recognize the importance of pursuing educational opportunities and higher degrees for personal development and improved client services. To this end management will consider requests submitted to the relevant program manager and Human Resources, and will not unreasonably deny requests about scheduling changes relating to educational pursuits. Any denied request for a schedule change for education purposes will be provided to the Union's chair of the Joint Labor Management Committee within three (3) days of providing the notice of denial to the bargaining unit member. Within seven (7) days of requesting to meet about the denial of a change a union delegate, the member, the supervisor/manager

for denial.

### **10.8.1 Pursuit of licenses, degrees or certifications**

For any bargaining unit member pursuing licenses, degrees or certification relevant to their current position, where supervised hours are required for the license, degree or certification, the Employer shall identify bargaining unit, supervisor, and/or management staff who could provide the supervision, mentoring, or precepting. Any time spent by a bargaining unit member in providing mentoring, precepting, or supervision shall be on scheduled paid time.

## **10.9 Client Advocacy Days**

### **Intent**

The Employer and the Union both want the clients at the Employer to receive the best service possible. Both parties recognize by acting together they can send a stronger, clearer message about the need for the city, county, state, and federal governments to support vital community services and housing for the Employer's clients. Joint advocacy is a goal for both parties of this agreement and the Labor Management Committee will help identify and develop ways to perform joint advocacy, as well as on-going work developed in the partnership agreement.

### **Client Advocacy Days**

The Employer shall create a pool of 200 paid leave days, which shall be designated as "Client Advocacy" for use during the term of this Agreement. The Union shall provide the Employer at least twenty-one (21) days written notice of a Client Advocacy day and the identity of the employee(s) requesting the leave. If requested by either party, during that twenty-one (21) day period, the parties shall meet and confer in a collaborative way about the nature of the Client Advocacy activities. The Union will use good faith in utilizing Client Advocacy Days to support joint advocacy efforts to improve public policies and funding to support the Employer's mission and the work environment of staff. Joint advocacy efforts are not the only way Client Advocacy Days may be utilized.

### **Client Advocacy Day Approval**

Taking a Client Advocacy Day shall be subject to the Employer's approval based on scheduling, staffing, client needs and contract(s) obligations outside of this Agreement. The Employer shall use good faith in accommodating the Union's request for Client Advocacy Days. When a joint-advocacy event does not require an entire day the Employer may grant Client Advocacy Days in hourly increments.

### **Non-Over Time Clause**

For purposes of determining the pay an employee shall receive for Client Advocacy Day leave, pay shall be the amount the employee would have received had she/he worked their regularly scheduled shift on the day of leave. Time spent on Client Advocacy activities shall not be construed as "time worked" for purposes of determining overtime.

### **Limitations**

Client Advocacy Days shall not be used for participating in or supporting any labor dispute or economic action against the Employer.

### **10.10 Reimbursement**

Staff shall receive full reimbursement for authorized work-related travel. If it is possible to attend to work business using an agency vehicle or public transportation, staff will make a good faith effort to do so. Staff required and authorized to use their personal vehicle for business purposes will be reimbursed for mileage.

Staff who receive management approval for use of personal finances for client services shall receive full reimbursement.

### **10.11 Mandatory Meeting**

DESC acknowledges that consistently scheduling mandatory meetings and training during daytime hours unevenly burdens staff on swing and night shifts. To this end, DESC will attempt to alternate scheduling mandatory meetings and trainings at the beginning and end of DESC office hours to lessen this burden.

Routine mandatory meetings or trainings will be scheduled with at least 14 days advance notice. Staff who anticipate a conflict will notify a supervisor as soon as the conflict has been identified.

Staff authorized to miss a mandatory meeting or training will be given the opportunity to review written notes or a video recording from the meeting or training.

Both parties acknowledge that there will be times where mandatory meetings will happen impromptu.

Anyone attending a mandatory meeting that is not scheduled during or immediately before or after their scheduled shift will receive not less than two hours of paid time, or actual time spent in the meeting, whichever is greater.

### **10.12 Cell Phone Pay**

Staff shall be paid at least three dollars (\$3.00) per hour when required to be on "primary cell phone duty" and one dollar and fifty cents (\$1.50) per hour when required to be on "secondary cell phone duty." Cell phone pay will be available when an employee is required to carry a cell phone and respond during non-scheduled work hours.

Time spent carrying a work cell phone shall not constitute time actually worked. Only time spent actually performing job duties on behalf of the Employer shall be considered "time worked" for the purposes of determining overtime.

If contacted on a cell phone duty for after-hours crisis response, the employee will be paid for time actually worked at one and one-half (1½) times the regular hourly rate in fifteen (15) minute increments.

### **10.13 Shift Lead Pay**

When an employee is designated as "shift lead", they shall receive a differential of sixty-



members (i.e., Main Shelter, Queen Anne) shall create a list of staff willing to perform shift lead duties. The role of "shift lead" will be assigned based on rotating and equitable basis amongst willing staff in good standing. When no staff are willing, then management shall assign a shift lead.

#### **10.14 ORCA Card**

If employee is enrolled in the pre-tax ORCA program, DESC shall provide the employee a twenty-nine dollar (\$29) a month ORCA card contribution.

#### **10.15 Redeployment Pay**

Employees shall receive a differential of one dollar (\$1.00) per hour for all hours worked at the alternative worksite, including travel time to the other worksite location, when notification of redeployment is attempted one (1) hour or less than beginning of shift start time. Redeployment generally does not apply to integrated teams (e.g. CSC (MCT, CDF, and CDIS); and Main Shelter, Auxiliary Shelter, and Queen Anne Shelter).

However, employees who are redeployed between the Main Shelter or Auxiliary Shelter and the Queen Anne Shelter one (1) hour or less than the beginning of shift start time shall receive the redeployment differential.

The employer shall cover the cost of transportation for all staff that is redeployed.

#### **10.16 SUDP License certification Tentative Agreement**

For any bargaining unit member in a position requiring an SUDPT or SUDP credential, the Employer shall reimburse the full cost of the SUDPT exam fee, SUDP application fee, SUDP certification fee, SUDP renewal fee, and the fee for copies of court records required as part of the SUDPT application or certification process. Employee's personal court fines are not eligible for reimbursement. Late fees for past-due certification renewals are not eligible for reimbursement.

### **ARTICLE 11: LEAVES OF ABSENCE**

#### **11.1 Leaves of Absence**

It shall be the exclusive right of the Employer to approve or deny a leave of absence, except as limited by this Agreement or applicable law. Requests must be submitted in writing to an employee's non-bargaining supervisor and be approved by the Human Resources Director before any leave of absence begins. The employee is required to use any accrued paid leave time for which the employee is eligible during any authorized leave prior to taking unpaid leave of absence; this provision may be waived by mutual written consent.

#### **Eligibility for Leaves**

- a) Leave days earned/granted shall be in proportion to the employee's assigned work hours.
- b) Employees whose performance has been evaluated unsatisfactory and/or placed on probation prior to leave will be returned with the same status upon completion of such leave.

## **Personal Leave**

An extended leave of absence may be requested for developmental opportunities or for personal or family needs that do not qualify for family medical leave. A request of this type must be made in writing to non-bargaining program supervisor and the Human Resources Director at least three (3) months prior to the beginning of the requested time off, if foreseeable and practicable, and must state the intended date of return to work. Both the needs of the employee and the needs of the Employer will be considered in making a decision about whether to grant the requested leave.

## **Unpaid Leave**

During any unpaid leave, the employee does not earn or accrue Paid Time Off hours. As a rule, the Employer does not pay the benefit insurance costs for employees on unpaid leaves that do not qualify for leave under the Family Medical Leave Act (FMLA). If unpaid leave is granted during the probationary period, the probationary period is extended by that amount of time. If an employee accumulates five days or more of Unpaid Leave time during an employment year, the anniversary date for pay increases and PTO accrual may be adjusted accordingly. No unpaid leave of absence will be granted to an employee to accept employment with another employer; this provision may be waived by mutual written consent for temporary leaves.

At the expiration of an authorized leave of absence, the employee will normally return to their former job title or classification, unless other conditions were stipulated in writing at the time the leave was granted. However, if changes in the Employer's structure or funding during the leave period have eliminated that position, this may not be possible. In such an instance, the employee will be offered the next open comparable position (for the purposes of this Article, "comparable position" shall be defined to include (1) similar duties, (2) pay not more than 5% of reduction of the base wage, (3) within 0.2 FTE of the FTE status of the former position, and (4) same shift). If the employee declines the offered position, they will be considered to have voluntarily resigned. An employee who fails to return to work at the end of an authorized leave of absence will be considered to have voluntarily resigned.

## **Union Leave**

Requests for Union leave, an unpaid leave of absence to assume a position with the Union, shall be subject to the terms of Unpaid Leave, above.

## **FMLA Leave**

- a) Upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave of absence; as defined under the Family Medical Leave Act of 1993 (FMLA). A year is defined as a 12-month period measured forward from the date the employee's first FMLA leave begins.

Eligible employees may request leave due to the birth and care for an employee's newborn within one (1) year of birth, placement with an employee of a child for adoption or foster care within one (1) year of placement, to care for an immediate family member (child, spouse, parent), or for an employee's serious medical condition per year. For purposes of this Agreement, domestic partner

- b) If both parents of the newborn or newly adopted child are employees, they shall be entitled to twelve (12) weeks of family leave each to be used concurrently or consecutively, approval of concurrent leave to be based on employer scheduling needs.
- c) The Employer will continue to pay its portion of medical and dental during the twelve (12) weeks of FMLA leave. If the employee fails to return to work after the agreed-upon period of leave has expired, the Employer may recover the premium paid for maintaining coverage for the employee during any unpaid leave time.
- d) If a particular period of leave qualifies under other state or federal laws, the leaves shall run concurrently.
- e) Unless otherwise requested by the employee and approved by a supervisor, leave time will be recorded first as Paid Time Off, and lastly as unpaid leave.
- f) When leave due to a serious health condition is foreseeable based on planned medical treatment, the employee shall provide written notice thirty (30) days in advance of the expected leave and shall make a reasonable effort to schedule the leave so as not to unduly disrupt the Employer's operations.
- g) An employee, upon return from a family medical leave or up to twelve (12) weeks, shall be entitled to return to the employee's former position or other equivalent position for which the employee is qualified per the regulation.
- h) The Employer requires medical certification in the form that the Employer will provide to support a claim for leave for an employee's own serious health condition or to care for a seriously ill family member. For the employee's medical leave, the certification should include an estimate of the probable duration of the condition and a statement that the employee is unable to perform the functions of the employee's position. For leave to care for a seriously ill family member, the certification should include an estimate of the amount of time the employee is needed to care for the child, spouse or parent.
- i) An eligible employee who is pregnant or who has given birth is entitled to a leave for the period of pregnancy-related disability in addition to FMLA leave. The employee must provide medical certification to the Human Resources Director within fifteen (15) calendar days of the end of the pregnancy disability period. The total amount of combined leave cannot exceed the period of disability plus twelve (12) weeks.
- j) While on leave, the employee shall report periodically on his/her leave status at least every two (2) weeks to the employee's immediate supervisor. The employee must notify his/her immediate supervisor two weeks prior to the expected date of return to work. The employee is required to submit a medical release to the employee's immediate supervisor at least two (2) business days (Monday through Friday) prior to the date of return to work.
- k) By law, the Employer may, at its own expense, require the employee obtain the opinion of a second health care provider approved by the Employer.

ability to return to work from a medical leave on a "light duty" basis, if the nature of the job allows for such an adjustment from regular duties. Such an adjustment would be made with the expectation that the employee will be able to return to regular duties within a moderate amount of time.

This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the state and federal law which are not all enumerated here.

### **Worker's Compensation Leave**

An employee who suffers a work related injury or illness that is compensable under the State Worker's Compensation law may use Paid Time Off hours to supplement worker's compensation up to the total amount of the employee's wages.

### **Bereavement Leave**

An employee is entitled to a maximum of three (3) paid days of bereavement leave per year (prorated for part-time employees) due to the death of immediate family members (spouse/domestic partner, children, parents, parent substitutes, grandparents, siblings, and parent in-laws). Employees who have exhausted the bereavement leave may arrange to use Paid Time Off for additional days of work or unpaid time if PTO is not available.

### **Jury Duty**

An employee called for jury duty is entitled to leave with regular pay up to 7.5 hours per day served up to a maximum of ten (10) days, provided jury fees are surrendered to the Employer. Employees shall return to their jobs immediately upon dismissal from jury duty to complete their scheduled 7.5 hour work day or make arrangements with their immediate supervisor to take Paid Time Off. When an employee has served on jury duty for 7.5 hours, the employee will not be required to complete a swing or night shift. If jury duty extends beyond two (2) weeks, the Employer has the discretion to compensate employees for some or all of the additional days served.

### **Military Leave**

Military leave will be granted in accordance with applicable law.

### **Washington Paid Family and Medical Leave**

Eligible employees receive Paid Family and Medical Leave benefits through the state-run insurance program administered by Washington's Employment Security Department. When an employee is eligible to receive payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with accrued Paid Time Off either to make up the difference between compensation received under Paid Family and Medical Leave and the employee's regular pay or to exceed the net earnings the employee would have normally received during a normal work week.

## **ARTICLE 12: SAFETY PATROL**

The Employer and Union recognize the Employer's need to promote a safe environment for clients, staff, and the broader community. This includes outdoor areas around the

communication from people in the community, staff become aware of uncivil or illegal behavior, garbage, etc., then respond as appropriate, which may involve picking up garbage, calling police for assistance, talking with agency clients, or getting other staff assistance. In no cases are staff expected to intervene directly in a situation that may jeopardize their personal safety. In those cases staff take other action to summon help.

Areas around some Employer sites are covered by a dedicated Safety Patrol, which consists of one or more staff people assigned to maintain a regular presence in a defined area and follow-up on problem behaviors. The intent of Safety Patrols is to discourage uncivil or illegal behavior around the Employer's sites in order to improve safety and perceptions of safe environments by clients, staff, and others.

To enhance connections between Safety Patrol staff and other staff working inside the Employer's programs, project staff and Safety Patrol staff switch coverage duties on a scheduled basis. When this happens, the project staff person replaces the Safety Patrol staff person outdoors, and the Safety Patrol person covers the duty station that would otherwise be covered by that project staff person. This switch usually lasts for one hour. To ensure effectiveness and confidence of project staff performing Safety Patrol duties, adequate orientation and training for project staff will occur as follows:

- Project staff will receive written materials describing Safety Patrol duties, and an oral orientation to all aspects of Safety Patrol before being assigned to a Safety Patrol shift.
- The first Safety Patrol shift worked by a project staff person will occur alongside another staff person already trained in Safety Patrol procedures.
- Staff assigned to Safety Patrol coverage will demonstrate an adequate skill level in interacting with the Employer's clients.
- Project staff uncomfortable about performing Safety Patrol functions will receive additional training and support as necessary.
- Safety Patrol shift assignments will be made first by calling for volunteers from relevant project staff, then will be selected by management in the absence of adequate numbers of volunteers.

Job descriptions for relevant positions in the Employer's projects will be amended to reflect Safety Patrol coverage responsibilities and other activities involving interactions with clients outside of the Employer's facilities.

## **ARTICLE 13: WORKPLACE SAFETY AND SAFETY COMMITTEE**

### **13.1 Workplace Safety**

The Employer shall provide staff with an environment that meets health and safety standards established by the State of Washington, the United States Government, and appropriate local authorities.

Staff who believe an assignment would constitute a danger to the health and safety of the employee shall immediately contact the relevant supervisor(s), who shall issue directive(s) with regard to safety.

## **13.2 Assault and Traumatic Encounters**

For any assault of an employee in the course of employment that results in a loss of work hours or injury needing medical care, the agency procedure on Critical Incident Debriefing will be followed. In accordance with the procedure, a debriefing will occur within 48 hours or as soon as staff involved can be assembled and/or are prepared to discuss the event in a debriefing setting. The purpose of the meeting will be to establish the facts of the incident, learn from mistakes in order to improve agency operations, and identify staff who may need additional support. Staff who require additional support following an assault or other traumatic incident will be referred to the agency's health care provider for follow-up care. Management will provide assistance to any staff who wants to file an L&I claim, including access to a computer and paid time to file the claim.

- a. Any member who needs to leave after being assaulted will be paid as if they had finished the shift. Management's policy on L&I claims will cover anyone who needs to file an L&I claim.

## **13.3 Infectious Diseases, Pests, and Parasites**

It is the policy of the Employer to protect clients and staff from exposure to communicable diseases, pests, and parasites to the extent possible. The Employer will continue to maintain procedures regarding Universal (Standard) Precautions for Bloodborne Pathogens and Tuberculosis Detection and Prevention. In accordance with these procedures, a staff person who is exposed to body fluids or who is occupationally exposed to clients with active tuberculosis should immediately report the exposure to the employee's supervisor and their healthcare provider. Staff should obtain treatment as quickly as possible. For workplace exposures, including parasites, staff will be referred to the agency's health care provider for any needed diagnostic tests, treatment and follow-up care.

The Employer will provide adequate safety and personal protection gear for all programs for the purpose of handling any soiled, infested, or hazardous materials. Staff who believe a work assignment possesses an unreasonable risk of exposure to infectious disease or hazardous materials should immediately contact a relevant supervisor who shall issue directives with regard to safety, pursuant to federal and state laws. Staff shall have the right to refuse an unsafe assignment as prescribed by state and federal law. The supervisor will, if necessary, take appropriate steps to obtain an outside hazard cleaning vendor to clear any hazardous materials. The Employer will provide guidelines for when an outside vendor biohazard team is required.

The Employer and the Union recognize that certain pests and parasites, specifically bed bugs and cockroaches, are found almost everywhere but that an employee may face increased exposure at the workplace. Without admitting liability, the Employer will loan out equipment that the Employer uses for treating pest and parasite infestations upon request of an employee. Before the equipment is loaned out, the employee will sign an agreement acknowledging that: (1) the equipment will only be used for the employee's personal use at the employee's home, (2) there is a limited amount equipment available and any equipment borrowed must returned in a timely manner, and (3) the employee will be responsible for the cost of the equipment if the employee fails to return the equipment in a timely manner or damages the equipment.

## **13.4 Safety Committee Purpose**

defined and required by relevant laws and regulations. Additionally, the Safety Committee will help promote the Employer's efforts toward ensuring and enhancing the health and safety of clients, staff and the general public, review safety policies and/ or procedures created or implemented, and make recommendations for improvements, if needed.

### **13.5 Meeting Times**

The Safety Committee shall meet bi-monthly. If mutually agreeable, the Committee may convene from time to time to address specific problems or emergent issues. The Committee shall maintain minutes of meetings to be distributed to all Committee members and available to all staff.

### **13.6 Composition**

The Safety Committee shall be comprised of employee members and management members. The Union and the Employer will make good faith efforts to select one representative per facility or project site, and shall endeavor to ensure the right staff and managers are on the committee to share information, expedite solutions, and if necessary, have a fully-informed discussion of a rejection of a Safety Committee recommendation. The Committee may invite other attendees to inform specific issues related to particular sites.

### **13.7 Authority**

The Safety Committee shall identify safety concerns and develop solutions recommended for adoption. Solutions may include, but are not limited to, improvements to the physical environment, new operating protocols or procedures, purchase of new equipment and/or supplies, training and/or dissemination of information. Final decisions about recommendations are the responsibility of the senior management team and Executive Director.

### **13.8 Non-Exclusionary**

The Safety Committee is not the only way safety decisions will be made at the Employer. Members are encouraged to first pursue resolution through discussion with their program and/or program supervisor.

### **13.9 Paid Committee Time**

All time spent by members of the Committee and Committee meetings will be considered regular work time and will be paid at the employee's regular rate of pay.

### **13.10 Ongoing Training**

Health Safety Training is available monthly. In addition, the Employer will provide ongoing training on safety standards, policies, and protocols. The safety committee shall review training materials to ensure consistency.

### **13.11 Equipment Inspection**

The employer will provide adequate safety and personal protection gear for all sites. PPE will be audited and organized by Facilities for each site. Facilities shall review the quantity of equipment on hand with the site manager, track quantities and ordering through our work

to meet the minimum necessary for all staff and recent hires at that site. Facilities will regularly review safety equipment as required by all applicable rules and regulations at all sites.

## **ARTICLE 14: LABOR MANAGEMENT COMMITTEE**

### **14.1 Purpose**

The Employer and the Union will establish and maintain a Labor Management Committee to address issues it deems appropriate. The parties agree that the Committee is a good faith effort to foster better employee-management relations, improve communication, address issues and coordinate joint advocacy efforts to improve public policies and funding to support the Employer's mission and the work environment of staff.

The Committee is intended to maintain and improve consistent creation and application of policies, procedures and practices across all programs, foster transparency in communication and decision-making, and to provide an additional forum to encourage information sharing to all employees. The Committee will actively work to head off systemic concerns or problems, such as unclear, overly cumbersome, or difficult to implement policies or procedures; or including those related to this Agreement other than formal grievances.

### **14.2 Composition**

The Labor Management Committee will be comprised of five (5) representatives from the Employer and five (5) representatives from the Union. Each party will choose their representatives. The Committee may develop guidelines to guide the use of alternates to ensure consistent representation at meetings. Other attendees may be invited by Committee representatives to inform specific issues.

### **14.3 Meeting Times**

The Labor Management Committee will meet monthly. The Committee may choose to meet at other mutually agreeable times or to waive a regularly-scheduled meeting if parties agree there are no compelling agenda items that require such a meeting.

All time spent by members of the Committee at committee meetings will be considered regular work time and will be paid at the employees' regular rate of pay.

### **14.4 Charter & Ground Rules**

Either party may place an issue on the agenda. The Committee will be tasked with creating its own policies for setting agendas and inviting guests in an open and timely way, taking minutes and distributing information to appropriate parties, and other guidelines to assist in its discussions.

### **14.5 Authority & Decision-making**

The function of the Labor Management Committee will be to make recommendations to improve policies, procedures and practices at the Employer and coordinate joint advocacy efforts to improve public policies and funding to support the Employer's mission and the work environment of staff. Final decisions about recommendations are



Directors. The Employer and the Union commit to thorough discussion of any rejected recommendations. The Committee shall not amend or modify this Agreement in anyway.

#### **14.6 Non-Exclusionary**

The Labor Management Committee is not the only way areas of concern are addressed at the Employer. Members are encouraged to first pursue discussion and/ or resolution through working with co-workers and supervisors.

### **ARTICLE 15: JOINT ADVOCACY**

The Employer and the Union share common goals of building a more just community, improving health care for all residents, and ending homelessness. Our two organizations' missions are closely aligned:

The Employer's mission is:

"... to end the homelessness of vulnerable people, particularly those with serious mental and addictive illnesses. Through partnerships and an integrated array of comprehensive services, treatment and housing, we give people the opportunity to reach their highest potential. At DESC, uncommon efforts produce uncommon results that eliminate homelessness, one person at a time."

The mission statement of the Union's Campaign for Quality Mental Health Care states that:

". . . we are committed to build a quality mental health system that provides affordable, accessible services for all who need them. We stand for adequate

public funding, access to mental health services and treatment for all those in need; services that promote recovery and resilience; reasonable caseloads; and fair pay, benefits and respect for all workers. We will work with consumers, advocates, and all allies who share our vision."

Both our organizations believe that homelessness, along with mental illness and chemical dependency, are public social and health problems that require public solutions. Our two organizations are partnering for solutions because we know that together we can achieve our common vision.

Through this partnership we will unite our complementary strengths to improve funding and support for vital community services and housing. We agree to develop joint strategic projects in public policy advocacy and action, coalition-building, and community education. We also agree to work collaboratively to build new forms of labor-management relationships, ones that focus on problem-solving at the agency level and joint work at the public policy and funding levels.

We mutually recognize that our best opportunity for success lies in the full participation of all advocates, including frontline staff.

### **ARTICLE 16: GRIEVANCE PROCEDURE**

A grievance is defined as an alleged violation of the terms of this Agreement. Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the adjudication of employee grievances.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

## **16.2 Union Delegates**

The Union shall notify the Employer of the identity of the Union delegate(s). Unless notified by the Union of a change in delegates, the Employer may consider the last identified Union delegate to continue in that position. Union delegates participating in grievances will be limited to those who have been trained in the Union's grievance process; untrained delegates may participate with a trained delegate in observing the grievance process during training.

If a Union delegate cannot conduct Union activity related to grievances during non-work time (e.g., breaks, lunch periods, before and after shift), it must be done during approved unpaid leave or Paid Time Off and in a manner that does not impact client services or other employees' work time. The Union delegate shall notify and obtain approval from his/her non-bargaining unit supervisor before taking unpaid leave or Paid Time Off for Union activity.

## **16.3 Just Cause and Progressive Discipline**

No employee shall be disciplined or discharged except for just cause. The parties recognize that, generally, just cause requires progressive discipline which shall include:

- a) Verbal warnings, which may be documented,
- b) Written warnings - which may include work performance improvement plans for poor work performance
- c) Suspension without pay, or final written warning
- d) Discharge

The intent of progressive discipline is to assist the employee with performance improvement. Progressive discipline shall not apply where the Employer determines that the nature of the conduct requires more serious discipline up to and including discharge.

## **16.4 Grievance Steps**

All grievances shall be in writing and signed. A grievance contesting a suspension or discharge shall be submitted at Step 2 within fourteen (14) calendar days following notice to the employee of the suspension/ discharge. Any grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn, no longer in dispute and a waiver of any party's right to pursue the matter

shall have the same authority as the person they are representing. Extension of timeline may occur by mutual written consent at any step.

**Step 1: Non-bargaining Unit Supervisor/Designee:** The employee shall submit a formal written grievance (signed and dated by the employee or Union Delegate) to their non-bargaining unit supervisor no later than fourteen (14) calendar days after the employee knew or should have known the facts constitute a grievance. Exceptions will be granted to grievances about discrimination, in which case the member should report as soon as possible, but up to one hundred and twenty (120) calendar days of notice of the complaint. The written grievance shall include a clear statement describing the grievance, the facts upon which it is based, the express provision of this Agreement allegedly violated, the date it occurred, and the specific action the employee is requesting. The supervisor and employee will meet within fourteen (14) calendar days from the date the grievance was filed at Step 1. The employee is entitled to have a Union Delegate present. The supervisor and employee shall endeavor to resolve the grievance at Step 1. The supervisor will prepare and submit a written response within ten (10) calendar days after the Step 1 meeting. If the supervisor fails to submit the written response within the deadline or the grievance is not resolved, within ten (10) calendar days after the Step 1 meeting, the grievance may be advanced to Step 2 by written notification sent by the employee or Union Delegate to the non-bargaining unit supervisor and the Human Resources Director.

**Step 2: Human Resources Director/Designee:** If the grievance is not resolved at Step 1, the employee may advance the grievance, in writing, to the Human Resources Director within fourteen (14) calendar days after the Step 1 meeting.

The Human Resources Director and employee will meet within fourteen (14) calendar days from the date the grievance was filed at Step 2. The Human Resources Director will prepare and provide a written response within ten (10) calendar days after the Step 2 meeting. If the Human Resources Director fails to submit the written response within the deadline or the grievance is not resolved within ten (10) calendar days after the Step 2 meeting, the grievance may be advanced to Step 3 by written notification sent by the employee or Union Delegate to the Human Resources Director and Executive Director.

Any new information after the step 2 meeting must be submitted to the Human Resources Director and the Human Resources Director can request to extend the timeline. Both parties commit to providing all information in good faith as early as possible.

**Step 3: Executive Director/Designee:** If the grievance is not resolved at Step 2, the employee may forward the written grievance to the Executive Director within fourteen (14) calendar days of receipt of the Human Resources Director's Step 2 response.

The Executive Director, or designee, will meet with the employee and his/her union delegate within fourteen (14) calendar days of receipt of the written grievance. The Executive Director will prepare and provide a written response to the employee, and his/her Union Delegate within ten (10) calendar days after the Step 3 meeting.

agree to elect mediation following Step 3. The expense of the mediator and any other mutually agreed expense shall be borne equally by both parties. Extension of timeline may occur by mutual written consent if mediation is elected. Mediation is a voluntary part of the process and does not preclude either party from advancing to arbitration without mediation.

**Step 4: Arbitration:** If Step 3 response does not resolve the grievance, the Union Representative may submit a request for arbitration to the Human Resources Director and Executive Director no later than fourteen (14) calendar days after receipt of the Step 3 response.

- a) A list of 7 arbitrators who are members of the National Academy of Arbitrators, resident in the States of Washington or Oregon, will be requested from the Federal Mediation and Conciliation Service (FMCS). Either party may demand a new panel. Once an acceptable panel is received, the parties shall alternate in striking a name from the panel until one name remains. The right to strike the first name shall be determined by lot. The person whose name remains shall be the arbitrator.
- b) If the arbitrator is not reasonably available, the parties, if mutually agreed, may elect to request a new list from FMCS.
- c) The submission of a grievance to arbitration shall be based on the essential facts giving rise to the original grievance submitted at the lower three (3) steps of the grievance procedure.
- d) The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify, any provision of this Agreement, or to impose any restriction or limitation on the Employer that is not expressly contained in this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the dispute.
- e) The arbitrator's decision shall be final and binding on all parties.
- f) The expense of the arbitrator and any other mutually agreed expense shall be borne equally by both parties.
- g) All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses or compensation of witnesses called by the other party.

Temporary employees and probationary employees are not entitled to use this grievance procedure for discharge or disciplinary actions taken by the Employer.

No grievance filed or arising after the expiration of this Agreement shall be arbitrable unless by mutual consent.

## **16.5 Scheduling**

The parties shall endeavor to hold grievance meetings when practicable during non-work hours of the employee and/or Union Delegate. When the meeting is scheduled during regularly scheduled work time for the employee or Union Delegate, hours spent

During the formal grievance process, the employee, who is active and has not made other documented arrangements with his/her supervisor, is expected to be in attendance for his/her scheduled work, to perform normal job functions and to adhere to agency policies and procedures.

## **ARTICLE 17: COMPLETE AGREEMENT & SAVINGS**

This Agreement concludes collective bargaining between the parties and is the sole collective bargaining agreement between the parties. It is understood that both the Employer and the Union waive their right to modify or amend the terms of this Agreement, except by mutual written consent. Both parties acknowledge and understand that unless an issue is subject to mandatory bargaining neither party is obligated to engage in bargaining over the issue, but may do so by mutual agreement. Amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the authorized representatives of the parties.

**Savings Clause:** If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.

If any provision of this Agreement is held invalid by law, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of both parties.

## **ARTICLE 18: SALE OR TRANSFER OF PROGRAMS**

In the event of a sale or transfer of a program or project to another entity, the Employer and the Union will make good faith efforts to maintain transparency and timely communication throughout the process to minimize the potential adverse impacts, direct or indirect, on clients, staff and the agency. In particular, the parties will use good faith efforts to adhere to the following guidelines:

1. The Employer will inform represented employees of potential sale or transfer at least 90 days in advance of execution of sale or transfer.
2. The Union and Employer shall meet to discuss any potential sale or transfer that will impact the future of employees.
3. The Employer will inform the potential buyer of the existence of this agreement and encourage the buyer to adopt similar conditions in the interest of preserving a high quality workforce.
4. The Employer will make every effort to sell or transfer operations to an entity that will preserve the organizational mission and values of the Employer, including the value of the clinical rapport built by staff with clients.

potential buyer, or any final sale or transfer.

## **ARTICLE 19: PAY FOR BARGAINING TEAM MEMBERS**

### **Salaried, Exempt Staff:**

Hours in Bargaining Meetings may be counted as worked hours within the limits described below. Staff will record time spent in Bargaining Meetings on their timesheets in the comment section.

In order for Bargaining Meetings to count as worked time, an exempt staff person who participates in Bargaining Meetings on his/her scheduled day off shall make a good faith effort to take a day off during the pay period in which the bargaining meetings took place; and shall work with their supervisor to schedule the day off based on program needs. Taking a day off prior to the Bargaining Meeting during the same pay period is acceptable, PTO shall be used in the event that the staff member is unable to attend the Bargaining Meeting.

Exempt staff are required to be available and working during their scheduled work hours when not in Bargaining Meetings or agreed upon immediate pre- and post- meeting Caucus time.

### **Hourly, Non-Exempt Staff:**

Non-exempt staff will be paid for all hours in Bargaining Meetings within the limits described below. Staff will need to record time spent in Bargaining Meetings on their timesheet.

Non-exempt staff will be paid overtime (1½) for any hours in excess of 40 hours during the payroll week (Monday through Sunday). Only worked hours and hours spent in Bargaining Meetings, or other hours usually counted as worked hours, will be computed to determine overtime wages. PTO hours shall not be considered hours worked and therefore will not be used to determine overtime wages.

A Non-Exempt staff person may request to be excused from a regularly scheduled shift that falls on the same day as a Bargaining Meeting but does not conflict with the actual Meeting time (typically, a swing or night shift that immediately follows or precedes a Bargaining Meeting). Advanced notice, when available, of 7 calendar days or more to the supervisor is requested so the supervisor can ensure adequate coverage. A good faith effort shall be made in filling the requested time off based on program needs.

If Bargaining Meetings are less than 7.5 hours, staff may use PTO to bring their hours worked for the day to their normally scheduled shift (typically 7.5 hours).

### **Limits to Pay for Time in Bargaining:**

The Employer will create a pool of 252 hours for use by Bargaining Team members for the purpose of bargaining this agreement.

### **PTO Donation for Bargaining Team Members**

If and when this Employer-created pool is expended, the Employer will create a pool of

## **Parameters for donations**

- Employees with accrued Current PTO of 38.5 hours are eligible to donate.
- The donations must be a minimum of (1) hour up to a maximum of (3) hours, which will be converted to the regular rate of pay of the bargaining employee taking the leave.
- Employees may not donate PTO if they are in their notice period.
- Donations to this pool are final and will remain in this pool until used.
- Unused donations will be forfeited.

## **Parameters for use**

Use of hours from this pool shall be limited to bargaining team members for the purpose of bargaining this agreement.

## **ARTICLE 20: RESTRUCTURING OR PROGRAM CHANGES**

In the event of any significant restructure or substantial change of a program or project that impacts working conditions of (1) at least 25% of the entire bargaining unit, or (2) all the positions within a job classification, or (3) all of the employees at a single employment site, the Employer shall provide the Union at least forty-five (45) days' notice of any such restructuring or change, when possible. At the request of the Union both parties shall meet to discuss the potential impacts on clients and the working conditions of members. The Union does not waive any right to bargain over the effects of any changes that may occur as a result of the restructure.

## **ARTICLE 21: TERM OF AGREEMENT**

### **21.1**

This Agreement shall be effective April 1, 2022, and shall continue in full force and effect through and including March 31, 2025. Should either party desire to change or modify the Agreement upon the expiration date, written notice shall be served at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence.

### **21.2**

Should the Union decide to take economic action, the Union and Employer shall meet and discuss the impact of such action on the Employer's ability to continue essential services provided by acute, emergent, and 24-hour care. This meeting shall occur ten (10) or more days prior to any action that may affect these services. Failure to meet shall not delay the implementation of the action. If the Union decides to take economic action, the ten (10) day notice requirement for health care workers (National Labor Relations Act: Section 8(g)) must be served to the Employer's management.


**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 11  
day of October, 2023.

**Downtown Emergency Service Center**

 7/28/23  
Daniel Malone Date  
Executive Director, DESC

**SEIU Healthcare 1199NW**

 01/11/2023  
Jane Hopkins, RN Date  
President, SEIU Healthcare 1199NW



[Held for BT members signatures]

**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have executed this Agreement this \_\_ day of \_\_\_\_\_, 2022.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

\_\_\_\_\_  
**Daniel Malone**  
**CEO DESC**

**Date**

\_\_\_\_\_  
**Jane Hopkins, RN**  
**President, SEIU Healthcare 1199NW**

**Date**

\_\_\_\_\_  
**Jason Beauchene, Chief Negotiator**

\_\_\_\_\_  
**Naomi Morris, RN**

\_\_\_\_\_  
**Mariska Brocx**  
1/30/23

\_\_\_\_\_  
**John Rios**

\_\_\_\_\_  
**Zayd Humsy**

\_\_\_\_\_  
**Andy Burian**

\_\_\_\_\_  
**Ladedria Stallworth**

\_\_\_\_\_  
**Jasper Bolin**

# Attachment A: Wage Scales

Position Description	Pay Type	ANNUAL SALARY						EQUIVALENT HOURLY / SEMI-MONTHLY RATE					
		Step 1 Annual	Step 2 Annual	Step 3 Annual	Step 4 Annual	Step 5 Annual	Step 6 Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Janitor	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Peer Counselor - Not Certified	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Residential Counselor	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
SUD Trainee/SUDP-T	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
CRP Counselor	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Lead Janitor	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Administrative Support	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Service Coordinator (Nav Center, Mary Pilgrim Inn & HTH Northgate)	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Shelter Coordinator (West Wing)	H	\$ 45,610.50	\$ 46,527.00	\$ 47,463.00	\$ 48,418.50	\$ 49,374.00	\$ 50,368.50	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Turnover Janitor	H	\$ 46,293.00	\$ 47,229.00	\$ 48,165.00	\$ 49,140.00	\$ 50,115.00	\$ 51,129.00	\$ 23.74	\$ 24.22	\$ 24.70	\$ 25.20	\$ 25.70	\$ 26.22
SUD Trainee/SUDP-T & Peer Counselor - not certified (CDF/CDIS)	H	\$ 48,340.50	\$ 49,315.50	\$ 50,310.00	\$ 51,304.50	\$ 52,338.00	\$ 53,391.00	\$ 24.79	\$ 25.29	\$ 25.80	\$ 26.31	\$ 26.84	\$ 27.38
Clinical Case Manager (SAGE, COAT, PACT, CRP)	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Housing Case Manager (Rapid ReHousing, Mary Pilgrim Inn, HTH Northgate & West Wing)	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Behavioral Health Case Manager (CDF/CDIS)	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
SUD Counselor/SUDP - not CSC or Clinical Outreach Teams	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Housing Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Clinical Support Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Certified Peer Specialist - Not Clinical Outreach Teams	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34

Diversion Coordinator	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Employment Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Hoarding Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Housing & Engagement HIV Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Housing Stabilization Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Thrift Store Coordinator	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Voucher Specialist	H	\$ 55,341.00	\$ 56,452.50	\$ 57,583.50	\$ 58,734.00	\$ 59,904.00	\$ 61,113.00	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34
Medical Assistant Behavioral & Engagement Specialist	H	\$ 57,447.12	\$ 58,597.68	\$ 59,787.12	\$ 60,976.56	\$ 62,185.68	\$ 63,433.68	\$ 29.46	\$ 30.05	\$ 30.66	\$ 31.27	\$ 31.89	\$ 32.53
Behavioral & Housing Specialist	H	\$ 57,447.12	\$ 58,597.68	\$ 59,787.12	\$ 60,976.56	\$ 62,185.68	\$ 63,433.68	\$ 29.46	\$ 30.05	\$ 30.66	\$ 31.27	\$ 31.89	\$ 32.53
Client Engagement Specialist	H	\$ 57,447.12	\$ 58,597.68	\$ 59,787.12	\$ 60,976.56	\$ 62,185.68	\$ 63,433.68	\$ 29.46	\$ 30.05	\$ 30.66	\$ 31.27	\$ 31.89	\$ 32.53
Maintenance Technician	H	\$ 58,500.00	\$ 59,670.00	\$ 60,879.12	\$ 62,088.00	\$ 63,336.00	\$ 64,603.50	\$ 30.00	\$ 30.60	\$ 31.22	\$ 31.84	\$ 32.48	\$ 33.13
Unit Conditions Mitigation Specialist	H	\$ 58,500.00	\$ 59,670.00	\$ 60,879.12	\$ 62,088.00	\$ 63,336.00	\$ 64,603.50	\$ 30.00	\$ 30.60	\$ 31.22	\$ 31.84	\$ 32.48	\$ 33.13
SUD Counselor/SUDP (CDF/CDIS)	H	\$ 58,500.00	\$ 59,670.00	\$ 60,879.12	\$ 62,088.00	\$ 63,336.00	\$ 64,603.50	\$ 30.00	\$ 30.60	\$ 31.22	\$ 31.84	\$ 32.48	\$ 33.13
Dispatch Specialist	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
Peer Navigator (BHRT)	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
Certified Peer Specialist (Clinical Outreach Teams)	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
Case Manager BA (Clinical Outreach Teams)	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
Psychotherapist (SAGE)	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
MHP Qualifying Case Manager - Not CSC or Clinical Outreach Teams	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
Intake Specialist	Split	\$ 61,464.00	\$ 62,712.00	\$ 63,960.00	\$ 65,227.68	\$ 66,534.00	\$ 67,879.68	\$ 31.52	\$ 32.16	\$ 32.80	\$ 33.45	\$ 34.12	\$ 34.81
MHP Qualifying Case Manager (CDF/CDIS)	S	\$ 65,208.00	\$ 66,514.56	\$ 67,860.00	\$ 69,205.68	\$ 70,590.00	\$ 72,013.68	\$ 2,717.00	\$ 2,771.44	\$ 2,827.50	\$ 2,883.57	\$ 2,941.25	\$ 3,000.57
MHP Qualifying Case Manager (Clinical Outreach Teams)	S	\$ 73,580.40	\$ 75,051.84	\$ 76,553.28	\$ 78,084.00	\$ 79,645.68	\$ 81,238.56	\$ 3,065.85	\$ 3,127.16	\$ 3,189.72	\$ 3,253.50	\$ 3,318.57	\$ 3,384.94

Registered Nurse	S	\$ 94,800.22	\$ 96,696.24	\$ 98,630.16	\$ 100,602.72	\$ 102,614.88	\$ 104,667.12	\$ 3,950.01	\$ 4,029.01	\$ 4,109.59	\$ 4,191.78	\$ 4,275.62	\$ 4,361.13
Occupational Therapist	S	\$ 94,800.22	\$ 96,696.24	\$ 98,630.16	\$ 100,602.72	\$ 102,614.88	\$ 104,667.12	\$ 3,950.01	\$ 4,029.01	\$ 4,109.59	\$ 4,191.78	\$ 4,275.62	\$ 4,361.13
ARNP	S	\$ 141,579.36	\$ 144,410.88	\$ 147,299.04	\$ 150,245.04	\$ 153,250.08	\$ 156,314.88	\$ 5,899.14	\$ 6,017.12	\$ 6,137.46	\$ 6,260.21	\$ 6,385.42	\$ 6,513.12

**Attachment B: Medical Benefits**

**Memorandum of Understanding No. 1: Medical Benefits**

Both the Union and the Employer agree that quality, affordable medical coverage should be available for all employees and their dependents.

The Union and the Employer agree to move health plan administrators from Premera to Kaiser effective January 1, 2022.

The Employer will ensure that all behavioral health providers that members utilized through DESC's Premera plan in 2021 and are in-network with Premera on December 31<sup>st</sup>, 2021, shall be processed at the Kaiser plan's in-network rate, regardless if the provider is in Network or Out of Network for Kaiser. At each annual renewal, providers in this category that have not been used in the past year will be removed from Kaiser's exception list.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

 7/24/23

 8/31/23

Daniel Malone  
Executive Director, DESC  
Date

Jane Hopkins, RN  
President, SEIU Healthcare 1199NW  
Date

## Attachment B: Medical Benefits

# Highlights of your Health Care Coverage

Downtown Emergency Service Center

Group Number: 4013117

Effective Date: 01/01/2018

Any deductibles, copays, and coinsurance percentages shown are amounts for which you're responsible. Medical Benefits apply after the calendar-year deductible is met unless otherwise noted, or if the cost share is a copay.

MEDICAL PLAN	Buy Down Plan \$1000-2000/20-50%/\$2200/\$30	
	HERITAGE PRIME IN-NETWORK	OUT-OF-NETWORK
<b>MEDICAL COST SHARE OPTIONS</b>		
Individual Deductible PCY (Family embedded deductible 3X Individual)	\$1,000	\$2,000
Coinsurance (Member's percentage of costs after deductible based on allowable charges)	20%	50%
Individual Out of Pocket Maximum PCY, includes deductible, coinsurance, copay and pharmacy if applicable (Family embedded OOP max 3X Individual)	\$2,200	Not Applicable
Office Visit Cost Share	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
<b>PREVENTIVE CARE OPTIONS AND HEALTH EDUCATION</b>		
Preventive Office Visit (Unlimited, subject to standard medical guidelines)	Covered In Full	Not Covered
Immunizations (Unlimited, subject to standard medical guidelines)	Covered In Full	Not Covered
Health Education (HE) (Unlimited)	Covered In Full	Not Covered
Nicotine Dependency Programs (ND) (Unlimited)	Covered In Full	Not Covered
Diabetes Health Education (DE) (Unlimited)	Covered In Full	Not Covered
<b>PROFESSIONAL CARE</b>		
Professional Office Visit	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Inpatient Professional Services	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Contraceptive Management Services (Unlimited)	Covered In Full	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum

<b>MEDICAL PLAN</b>		
<b>Buy Down Plan \$1000-2000/20-50%/\$2200/\$30</b>		
	<b>HERITAGE PRIME IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>DIAGNOSTIC SERVICE OPTIONS</b>		
Preventive Professional Diagnostic Imaging and Laboratory Services - Including Mammogram and PAP/PSA	Covered in Full	Not Covered
Other Professional Diagnostic Imaging	Covered in Full up to \$500 PCY then Deductible / Coinsurance	Deductible / Coinsurance
Professional Diagnostic Major Imaging	Covered in Full up to \$500 PCY then Deductible / Coinsurance	Deductible / Coinsurance
Other Professional Diagnostic Laboratory/Pathology	Covered in Full up to \$500 PCY	Deductible / Coinsurance
Diagnostic Mammography	Covered in Full	Not Covered
<b>FACILITY CARE OPTIONS</b>		
Inpatient Facility	\$200 per day up to 3 days per admit	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Outpatient Surgery Facility	\$75 copay, then Deductible/Coinsurance	Deductible/Coinsurance
Skilled Nursing Facility (60 days PCY; includes room and board, and facility billed professional and ancillary fees)	\$200 per day up to 3 days per admit	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Hospice Inpatient Facility (10 days Inpatient; within the 6 month lifetime maximum)	Covered in Full	Deductible / Coinsurance
<b>EMERGENCY CARE AND TRANSPORTATION OPTION</b>		
Emergency Care (If applicable, waive copay if admitted to inpatient facility)	\$200 Copay then \$1,000 Deductible and 20% Coinsurance; all cost shares apply to the \$2,200 Out of Pocket Maximum	\$200 Copay then \$1,000 Deductible and 20% Coinsurance; all cost shares apply to the \$2,200 Out of Pocket Maximum
Emergency Room Physician	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum
Urgent Care Center	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Ambulance Transportation (Unlimited)	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum
Air Ambulance (Unlimited)	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum
<b>OTHER SERVICES</b>		
Allergy/Therapeutic Injections	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Mental Health Inpatient Facility Care (Unlimited)	\$200 per day up to 3 days per admit	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Mental Health Outpatient Professional Care (Unlimited)	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Chemical Dependency Inpatient Facility Care (Unlimited)	\$200 per day up to 3 days per admit	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Chemical Dependency Outpatient Professional Care (Unlimited)	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum

<b>MEDICAL PLAN</b>		
<b>Buy Down Plan \$1000-2000/20-50%/\$2200/\$30</b>		
	<b>HERITAGE PRIME IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Rehab Inpatient Facility (30 days PCY)	\$200 per day up to 3 days per admit	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Rehab Outpatient Care, Including Physical, Occupational, Speech and Massage Therapy, and Chronic Pain (45 visits PCY)	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Rehab Outpatient Care Chronic Conditions, Including Cardiac, Pulmonary Rehab, and Cancer	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Medical Supplies, Equipment, Prosthetics (Unlimited)	waive deductible, subject to 50% coinsurance	Deductible/Coinsurance
Foot Orthotics, Orthopedic Shoes and Accessories (\$300 PCY; Includes orthotics and orthopedic shoes)	waive deductible, subject to 50% coinsurance	Deductible/Coinsurance
Home Health Visits (130 visits PCY)	\$1,000 Deductible, then 20% Coinsurance, applies to \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Hospice Care (Hospice Home Visits: Unlimited; Respite: 240 hours; within the 6 month lifetime maximum)	Covered In Full	Deductible / Coinsurance
TMJ (Temporomandibular Joint Disorders) (Unlimited (Medical and Dental services - Medical and Dental cost shares based on type of service))	Covered as any other service	Covered as any other service
Transplants (Unlimited; \$7,500 travel and lodging limits)	Covered as any other service	Not Covered
<b>ALTERNATIVE CARE</b>		
Manipulations (Spinal and other) (12 visits PCY)	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Acupuncture (12 visits PCY)	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
<b>SUPPLEMENTAL BENEFITS</b>		
Routine Vision Exam (1 PCY)	\$30 Copay	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
Vision Hardware (\$150 PCY)	Covered In Full	Covered In Full
Pediatric Vision Exam (1 PCY Under age 19)	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum	\$30 Copay, applies to the \$2,200 Out of Pocket Maximum
Pediatric Vision Hardware (Under age 19: One pair of glasses PCY (frames & lenses). 12 month supply of contacts PCY, in lieu of glasses (frames & lenses).)	Covered In Full	Covered In Full
Routine Hearing Exam (1 PCY)	\$30 Copay	\$2,000 Deductible, then 50% Coinsurance, applies to Out of Pocket Maximum
<b>ANNUAL PLAN MAXIMUM</b>		
Annual Plan Maximum	Unlimited	Unlimited

Prior Authorization is required for many services to be covered. For more information please refer to your benefit booklet.

PCY = Per Calendar Year. Balance billing may apply if a provider is not contracted with Premera Blue Cross. Members are responsible for amounts in excess of the allowable charge.

*This is not a complete explanation of covered services, exclusions, limitations, reductions or the terms under which the program may be continued in force. This benefit highlight is not a contract. For full coverage provisions, including a description of waiting periods, limitations and exclusions please contact Customer Service.*



## Memorandum of Understanding No. 2: Safety Issues

The following issues have been identified as high-priority concerns. The Employer, by consulting with staff selected by the Union from the affected programs, will resolve the following concerns within the time lines outlined below:


- **Main Shelter (517 Third Ave) Lobby Office:** Staff in the Lobby Office are the focus of agitated clients and need confidence they are safe while in that particular work station. The Employer commits to replacing the glass on the 'bowling alley' side of the Lobby Office with a product of sufficient strength to prevent client access to the Office by December 1, 2008. Ensure staff that the "lobby side" glass is of sufficient strength to prevent client access to the Office and if the current glass is not of sufficient strength then the "lobby side" glass shall be replaced by December 1, 2008. The Safety Committee shall at its first meeting begin discussions about improving the safety of staff in the office.
- **515 Third Ave Clinical Space:** Staff in the 515 Third Ave case management cubicles need confidence they and their belongings are secure in this designated staff-only location. The Employer commits to installation of a new door with electronic card access, by November 1, 2008.
- **Risk of Needle Sticks in doing laundry at Connections:** Current protocols for doing client laundry at Connections can expose staff to risks of needle sticks from needles clients may leave in their clothing. The Employer commits to implementing new equipment and protocols by October 1, 2008, that will better mitigate this risk.
- **Staff Access to Sanitary Bathrooms:** Bathrooms in facilities that require staff and clients to share (Union Hotel and The Morrison) are more likely to be unsanitary than those with staff only bathrooms. The Employer commits to establishing a plan to address staff only bathrooms by November 1, 2008, and implementing it by December 1, 2008.

Downtown Emergency Service Center

SEIU Healthcare 1199NW

  
\_\_\_\_\_  
Daniel Malone  
Executive Director, DESC

7/24/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jane Hopkins, RN  
President, SEIU Healthcare 1199NW

8/31/23  
\_\_\_\_\_  
Date

**Memorandum of Understanding No. 3: Future Bargaining**

In acknowledgement of a mutual desire for productive Labor Management relations, the parties agree that at least ninety (90) days prior to reopening the collective bargaining agreement for negotiations on March 31, 2019, the Union and the Employer shall meet and confer about procedural issues related to bargaining, including:

- anticipated date the parties shall commence bargaining
- anticipated frequency, duration and time(s) of day of individual bargaining sessions
- preferred bargaining style or method (positional, interest-based, etc.)
- pay for bargaining team members
- making a good faith effort to identify all issues both parties plan to bring to the bargaining table for negotiation
- information requests, to the degree they are known at the time

The parties shall make good faith efforts to achieve mutual understanding and agreement about these procedural issues prior to the start of bargaining.

Likewise, the parties acknowledge that this letter does not constitute agreement to limit either party's rights or interests as they relate to bargaining.

The parties similarly agree to meet and confer at least ninety (90) days prior to the end of the contract term on March 31, 2020, for the purposes and goals stated above.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

*Daniel Malone* *7/24/23*  
 Daniel Malone Date  
 Executive Director, DESC

*Jane Hopkins* *8/31/23*  
 Jane Hopkins, RN Date  
 President, SEIU Healthcare 1199NW

## **Memorandum of Understanding No. 4: Organizational Equity & Inclusion**

Both the Employer and the Union acknowledge the need to address institutionalized racism and discrimination. In order to achieve the mutual goal of an equitable and inclusive workplace the following steps will be taken within the timelines outlined below:

**Training:** All members of DESC management and staff will participate in training on institutionalized racism. In accordance with DESC's core values and the belief that the best decisions are informed by those most impacted by them, Management believes the Union should have a major role in identifying the training. Management will solicit proposals from the Union about a recommended training. If Management is unable to proceed with the training recommended by the Union, Management will either ask the Union for another recommendation or will ask the Union to consider a training identified by Management. Management will make a final selection after this recommendation and consultation process with the Union. Any training must take into account the service and operational needs of the agency. Any training must take into account the service and operational needs of the agency. The Employer will pay any applicable fees for the required training and will compensate employees attending the training at their regular rate of pay.

**Data Sharing:** The Employer will track data on race, gender and ethnicity in the following areas beginning August, 2017:

- Investigations - only those that rise to the level of involving the Human Resources Department will be tracked. Does not include routine supervisory follow-up
- Written warnings
- Suspensions
- Involuntary terminations
- Turnover
- Internal Applications for Promotions
- Promotions
- New hires

This data will be provided monthly at the Labor Management Committee meeting, beginning, October 1st, 2017.

issues of Equity and Inclusion through the Joint Labor Management Committee or other avenues as deemed appropriate.

- The Employer will commit to working with the Union to eliminating any disparity in disciplinary actions.
- The Employer will commit to creating opportunities for people of color, both in and outside the bargaining unit, to help in the hiring process
- The Employer will commit to creating a step-by-step plan to recruit and promote bargaining unit members of color to management positions in order to create management which reflects the racial and ethnic demographics of the bargaining unit. This plan will be produced within three (3) months of ratification.
- The Employer and the Union will create a forum open to all staff who identify as people of color to meet and discuss issues of race, self-care, work environment and DESC policy. This forum will meet at least twice a year. Employees shall be compensated at their regular rate of pay for time on this forum. The Employer will consider improvements endorsed by this forum.
- The Employer will commit to working with the Union in order to expand peer-based employment opportunities, with the goal of providing more opportunities for staff of color to provide culturally appropriate services to clients.

**Review of Personnel Files:** An employee may request review of their personnel file. The agency will make the file available for review within ten business days. If the employee identifies content in the file they find objectionable, they may make a written request for it to be removed.

**Commitment to No Retaliation:** There will be no retaliation for speaking out about discrimination concerns. In a circumstance where an individual or group of individuals has a specific allegation of discrimination, a delegate will be provided to work through the grievance process.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**





**Daniel Malone**  
Executive Director, DESC

**Date**

**Jane Hopkins, RN**  
President, SEIU Healthcare 1199NW

**Date**

**Memorandum of Understanding No. 5: Healthcare Integration**

This Memorandum of Understanding is entered into by DESC and SEIU Healthcare 1199NW regarding Healthier Washington and Physical and Behavioral Health Integration.

During this agreement, healthcare integration is scheduled to be implemented and change the methods of reimbursement. DESC and the Union agree to bring healthcare integration systems change issues to the Labor Management Committee (LMC) for discussion. Through this partnership we will unite our complementary strengths to improve funding and support for vital behavioral health services throughout the integration process.

Both DESC and the Union recognize the potential benefit of joint work to advance public policy in support of improved care and services. Joint advocacy to better understand and shape quality care in the coming integration process will become a focus of the committee.

Both parties recognize by coordinating actions together they can send a strong, clear message about the need for the county and state governments to support living wage jobs in the community and protect the vital community services.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

 7/27/23

**Daniel Malone** **Date**  
**Executive Director, DESC**

 8/31/23

**Jane Hopkins, RN** **Date**  
**President, SEIU Healthcare 1199NW**

## Memorandum of Understanding No. 6: Controlling Agency Expenses

DESC and the Union recognize it is in their mutual interest to control costs. To achieve this goal DESC will provide a form available to all staff through the internal website and a physical form available at office locations for staff to make cost saving recommendations. These recommendations will be received and reviewed by a union designated member who will organize and bring relevant suggestions for discussion to LMC meetings.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

 7/28/23

Daniel Malone  
Executive Director, DESC

Date

 8/31/23

Jane Hopkins, RN  
President, SEIU Healthcare 1199NW

Date

**Memorandum of Understanding No. 7: Credit for Past Experience**

DESC and the Union have shared interest in staff retention and career growth and understand the inherent value that staff with past relevant experience bring to the agency. DESC is committed to and has begun (1) examining its job qualifications across all positions, (2) identifying positions where relevant DESC work experience may substitute for degree requirements and (3) implementing changes that lead to more equitable staff promotions. DESC will finalize a comprehensive strategy created in partnership with the temporary Degree Requirements sub-committee that involves union and non-union members to inform and develop recommendations for these commitments. Implementation of changes will initially focus on direct service positions beginning within three (3) months of contract ratification.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

  
\_\_\_\_\_  
**Daniel Malone** **Date**  
**Executive Director, DESC**

  
\_\_\_\_\_  
**Jane Hopkins, RN** **Date**  
**President, SEIU Healthcare 1199NW**





**Memorandum of Understanding No. 9: Comprehensive Plan to Enhance Conflict Resolution Process**

The Employer and the Union recognize that it is in the interest of both parties to avoid unnecessary discipline and/or grievances. The Employer is focused on and committed to identifying creative conflict resolution approaches. DESC has had an initiative in place and the Equity and Social Justice team has been developing a comprehensive strategy to enhance the conflict resolution process, including but not limited to, mediation and training as potential options. DESC will reserve four (4) positions on the ESJ committee for bargaining unit members. Union members shall be released from work and participation shall be on paid time for committee and subcommittee work subject to DESC work needs and coverage requirements. Release from work shall not be unreasonably denied if DESC is given reasonable notice. The Union shall appoint the bargaining unit members to the committee based on the standards established by ESJ. The ESJ standards include consensus decision making. The plan will be produced within six (6) months of contract ratification.

 7/27/23

**Daniel Malone**  
Executive Director, DESC

Date

 8/31/23

**Jane Hopkins, RN**  
President, SEIU Healthcare 1199NW

Date



**Memorandum of Understanding No. 11: Urgent Action Structure**

Within three (3) months, SEIU’s organizer and two SEIU represented employees, identified by the organizer, will meet with DESC’s HR Director and DEI Director to co-create an Urgent Action Structure to allow for timely response for issues of discrimination and harassment in the workplace. Until this team has started its work, any complaints requiring urgent resolution will go through existing channels, including the employee’s supervisor, Human Resources, or the grievance procedure, as appropriate.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

   
\_\_\_\_\_  
**Daniel Malone** **Date**  
**Executive Director, DESC**

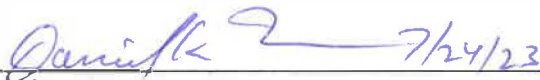
   
\_\_\_\_\_  
**Jane Hopkins, RN** **Date**  
**President, SEIU Healthcare 1199NW**

### **Memorandum of Understanding No. 12: Labor Management Committee Charter**

Within six months of contract ratification, members of the Labor Management Committee will collaboratively re-write their Charter, including agreements on regular information sharing expectations, training (including but not limited to de-escalation and equity training for all DESC employees) reviews, policy and procedure reviews, and other expectations as agreed upon by the committee. The Charter may be reviewed as requested by either party during routine Labor Management Committee meetings.

**Downtown Emergency Service Center**

**SEIU Healthcare 1199NW**

  
\_\_\_\_\_ 7/24/23  
**Daniel Malone** Date  
**Executive Director, DESC**

  
\_\_\_\_\_ 8/31/23  
**Jane Hopkins, RN** Date  
**President, SEIU Healthcare 1199NW**

