

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON**

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES,
COUNCIL 28**

DSHS REIMAGINE REORGANIZATION

The parties to this Memorandum of Understanding (MOU) are the Washington Federation of State Employees, hereafter referred to as the Union, and the State of Washington, hereafter referred to as the Employer, jointly referred to as the Parties. Following negotiations over the reorganization of the Washington State Department of Social and Health Services (DSHS), referred to as “Reimagine DSHS,” the Parties have reached the following agreement:

The Parties agree to modify the 25-27 General Government Collective Bargaining Agreement as follows:

1. Article 37.2.B.1, 3, and 6 are modified as follows:

B. Agency-wide, Administration/Division Level (Department of Social and Health Services and Department of Children, Youth, and Families only), Regional and Headquarters Level (Department of Ecology only) and/or Local Level Union-Management Communication Committees

1. Agency-wide committees will consist of up to seven (7) Employer representatives and up to seven (7) employee representatives, except for the Department of Social and Health Services, which will consist of three (3) employee representatives for each administration and an equivalent number of Employer representatives. The employee

representatives will be granted reasonable time during their normal working hours, as determined by the Employer, to travel to and from agency-wide communication committee meetings. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise. At the Department of Corrections, committee meetings will be conducted at least four (4) times per year, unless agreed otherwise. In addition, DOC will conduct at least two (2) committee meetings with the Work Release Program at locations mutually agreeable between the parties.

3. Administration/Division level committees within the Department of Social and Health Services will be established within Community Services, Child Support, Disability Determination Services, Vocational Rehabilitation, Home and Community Living Administration, and the Behavioral Health and Habilitation Administration, and will consist of up to nine (9) Employer representatives and up to nine (9) employee representatives. At the Department of Children, Youth, and Families, division wide committees will be established within the Office of the Chief of Staff, Juvenile Rehabilitation, Child Welfare Field Operations, Prevention and Client Services, Licensing, and Early Learning. and will consist of up to six (6) Employer representatives and up to six (6) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise.

6. In the Department of Social and Health Services, local level committees in the Community Services Division and Home and Community Living Administration will consist of up to ten (10) Employer representatives and up to ten (10) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

2. Appendix C 18(B) is modified as follows:

- B. For institutions only: The institution in which the employee works will be the primary layoff unit. If no option is available within the institution layoff unit, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the county group. If no option is available in the county group, the unit expands to the region. If no option is available within the region, the unit expands to the department statewide. Within the Developmental Disabilities institutions, State Operated Living Facilities (SOLA) will be considered part of the institution layoff unit for the purpose of identifying layoff options.

3. Appendix D.6 is modified as follows:

Department of Social and Health Services One (1) at each institution and by Appointing Authority in each region, one (1) Regional Business Services in each region, one (1) at each Competency Restoration Program facility (Maple Lane and fort Steilacoom), one (1) at each behavioral health civil center (Maple Lane and Brockmann Campus), one (1) Consolidated Business Services (CBS), and one (1) Maintenance and Operations Division (MOD). For MOD, CBS, HCLA, FFA, BHHA only, if requested by the Union, up to three (3) additional employee representatives will be allowed to attend local level UMCC meetings.

This MOU will expire on June 30, 2027.

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Scott Lyders 7/3/2025
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 7/2/2025
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**WFSE GG Demand to Bargain 25-096 – Reimagine DSHS Reorganization
Acknowledgements**

The Parties met on June 4, 2025 for discussion and negotiation regarding the DSHS reorganization effective May 1, 2025. Attending and representing the Employer were Scott Lyders, Kevin Bovenkamp, Kaydee Jaeger, Mike Anbesse, Amy Heller and Patti Boetcher. Attending and representing the Union were Amy Spiegel, Mike Yestramski, Michele Stelovich, Brittney Barber and Casey Akerhielm

After presentation by the Union and discussion with the management team, both parties recognize and acknowledge the following:

1. DSHS reorganized effective May 1, 2025, referring to this reorganization as “Reimagine DSHS.”
2. This reorganization includes:
 - a. A merger of the DSHS/Developmental Disabilities Administration (DDA) Residential Habilitation Centers (RHCs) and State Operated Living Alternatives (SOLAs) with the Behavioral Health Administration (BHA), creating the Behavioral Health and Habilitation Administration (BHHA).
 - b. A merger of the DDA Field Services with the Aging and Long-Term Support Administration (ALTSA), creating the Home and Community Living Administration (HCLA).
 - c. The Technology and Innovation Administration (TIA) moves under the Facilities, Finance, and Analytics Administration (FFAA).
3. The purpose of the reorganization is to realign services to meet client needs, and it is not a result of budget reductions. No represented employees will be laid off as a result of this reorganization.
4. This reorganization does not result in changes to the assigned duty station, schedule, or duties of represented employees.
5. At the time of this reorganization, the Parties were (and remain) in the process of negotiating over the certification of a Washington Management Service (WMS) bargaining unit, defined on March 19, 2025, in PERC Decision No. 14073-PSRA as follows:
 - a. All nonsupervisory Band 1 and 2 Washington Management Service Employees working for the Washington State Department of Social and

Health Services in the Developmental Disabilities Administration; excluding supervisory Band 1 and Band 2 Washington Management Service employees, Washington Management Services employees as defined by RCW 41.80.430(1)(b) confidential employees, and all other employees.

6. This recognition does not prevent or impact either Party's ability to take any action they deem appropriate to address the status of, and negotiation over, the certification of this bargaining unit and the impact of the subsequent decision by the Employer to reorganize its operations during that process.
7. Multiple DSHS bargaining unit descriptions, including the description outlined in item 5 above, reference former Administrations and/or Divisions of DSHS. The Employer will continue to recognize these bargaining units, and such recognition will not be impacted by this reorganization.
8. The application of Statewide MOU C regarding 24/7 facility premium pay is not modified by this reorganization.
9. The application of Statewide MOU E regarding supplemental basic shift premium is not modified by this reorganization.
10. The application of Agency MOUs B and C regarding compensatory time is not modified by this reorganization.
11. The application of Agency MOU D regarding Hospital Staffing Committees is not modified by this reorganization.
12. Should the Parties identify unforeseen impacts prior to August 31, 2025, the Parties agree to meet on a mutually agreed upon date and time to negotiate over such unforeseen impacts.

In addition to the above, the Parties agreed to enter into a Memorandum of Understanding to be attached to the Collective Bargaining Agreement to modify Article 37 – Union Management Communication Committees, Appendix C and Appendix D.

By the signatures below, this document shall serve as the parties' acknowledgment that the statements above are true and accurate.

Signed: Kevin Bovenkamp

Date: 7/14/2025

Kevin Bovenkamp, Assistant Secretary
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

Signed: Mike Anbesse

Date: 7/15/2025

Mike Anbesse, Assistant Secretary
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

Signed: Amy M. Spiegel

Date: 7/3/2025

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

Signed: Scott Lyders

Date: 7/3/2025

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section