

Summary of WFSE 2023-2025 Agreement

CONTRACT PROVISION	SUMMARY OF CHANGES
Preamble	No Change: The parties agreed to maintain existing contract language.
Article 1 – Union Recognition	No Change: The parties agreed to maintain existing contract language.
Article 2 – Non-Discrimination	Updates: This article now aligns the list of protected classes with Executive Order 31 and details the existing processes for employees who feel they have been the subject of discrimination, harassment, or retaliation, with an emphasis on local resolution when possible. The parties also agree that the grievance process is one avenue for address these complaints, and that if a formal complaint has been filed with UCIRO while also the subject of a grievance then the timelines on said grievance would be suspended until the UCIRO investigation is complete.
Article 3 – Reasonable Accommodation of Employees with Disabilities	Housekeeping edits only.
Article 4 – Workplace Behavior	No Change: The parties agreed to maintain existing contract language.
Article 5 – Affirmative Action	Updates: This article now aligns language to be in conjunction with federal and state laws, regulations, and Executive Orders. The parties also agree that the Employer would develop, implement, monitor, and report on an affirmative action program to recruit, employ, retain, train, and promote underutilized groups even if that exclusion cannot be traced to discriminatory actions by the Employer. Additionally, the Employer will provide the Union with its current affirmative action reports listing placement goals of the University for bargaining unit employees on an annual basis.
Article 6 – Grievance Procedure	Updates: The parties agreed to keep current contract language but included that the Union could skip Step Three by providing the Employer written notification within 30 days of the Step Two decision.
Article 7 – Employee Rights	Updates: The parties agreed that the Employer would provide at least 3 business days to allow an employee to secure a representative. Additionally, this article now contains reference to the appropriate UW Administrative Policy Statement on Outside Consulting Activities and Part-Time Employment by Profession or Classified Staff Employees (APS 47.3).
Article 8 – Employee Facilities	Updates: The parties agreed to include language regarding lactation stations. Lactation stations shall be provided by the Employer across campus and at medical centers. These stations would also be private, secure, and clean.

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Article 9 – Hours of Work and Work Schedules	Updates: The parties agreed that for temporary changes to work schedule assignments, the Employer would provide at least 3 days’ notice. This change would also apply to emergencies and temporary would be dined as no longer than 21 days. Additionally, temporary shift changes would not create a split work shift, work week, or be used to avoid the accrual of overtime. Finally, the parties agreed that for Surgical Technologists, Patient Care Techs, Mental Health Specialists, and Hospital Assistants, the Employer would make a good faith effort to provide each employee with at least 10 hours off duty between shifts and all time worked within this 10 hour period would be at time and one-half.
Article 10 – Overtime	Updates: The parties agreed to housekeeping edits as well as for Hospital Security Officers, the Employer would first ask for volunteers from the officers currently on shift or scheduled to come in for the next shift prior to assigning mandatory overtime. Additionally, when possible, mandatory overtime would be assigned on a rotational basis.
Article 11 – Training and Professional Development	Updates: The parties agreed to increase Education Support Funds for Surgical Technologists and Hospital Central Services Technicians from \$200 to \$400 per FTE, pro-rated for part-time, per fiscal year for the purpose of continuing education.
Article 12 – Licensure and Certification	No Change: The parties agreed to maintain existing contract language.
Article 13 – Tuition Exemption Program	Updates: The parties agreed to allow the use of flex time for employees who wish to take a class during their scheduled shift provided operational needs are not hindered. Additionally, if the supervisor is not able to approve a flexible work arrangement, the employee would be provided a written explanation for the denial if requested.
Article 14 – Hiring, Appointments, Promotions, and Transfers	Updates: When an employee is making an internal, lateral move within a unit or department, the parties agreed that prior to referring candidates, the Employer would provide 7 calendar days’ notice to employees within the unit/department. An employee’s request for the vacant shift would be granted if: the request was submitted in writing, the employee holds permanent status in the job classification, the employee is currently working in the same unit/department, no formal correction action was issued within the last 6 months and/or no final corrective action issued within the past 12 months, and the employee has the skills and abilities necessary for the vacant shift. The parties also agreed that if two or more employees request the vacant shift then the employee with the most department seniority would be appointed. When an employee is moving between positions within the University, taking a voluntary demotion, or transferring, the employee will have the option to revert to their former position if it is still vacant, be considered for

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	reassignment in the same classification in the same department as their former position, or be placed on the rehire list if the employee or Employer end the appointment by providing notice.
Article 15 – Inter-system Movement	Updates: The parties agreed that for permanent state employees who transfer employment without a break in service between Higher Education institutions, state agencies, state boards, or other state funded entities, they will have their unused sick and vacation time off, months of service, retirement, and other state benefits transferred to their new placement of employment as well. Additionally, months of service toward a higher vacation accrual rate shall include all time spent in classified service up to the date of entering into the bargaining unit.
Article 16 – Holidays	Housekeeping edits only.
Article 17 – Vacations	Housekeeping edits only.
Article 18 – Sick Time Off	Updates: The parties agreed that for sick time off accrual, full-time and part-time employees with unpaid time of exceeding 80 hours in a month (prorated for part-time) would earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Employees working less than a full-time schedule would earn a monthly accrual proportionate to the number of hours in pay status. Sick time off accruals must not exceed 8 hours in a month and may not be used in advance of the accrual. The parties agreed to language that would expand on sick time off use. This now includes, when an employee needs to care for members of the employee’s household or family members; when requested as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave; if the employee or family member is a victim of domestic violence, sexual assault, or stalking; for an employee to be with a spouse or domestic partner who is a member of the armed forces; and when an employee requests to use sick time off to bond with a newborn, adoptive, or foster child. The parties also agreed that an employee must be granted the use of accrued compensatory time to care for the above reasons as well. Finally, the parties agreed that former eligible employees who are re-employed within 5 years of separation would be granted all unused sick time off credits, if any, to which they are entitled at separation.
Article 19 – Voluntary Employee Beneficiary Associations	Housekeeping edits only.
Article 20 – Miscellaneous Leave	Housekeeping edits only.

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Article 21 – Federal Family Medical Leave Act and Parental Leave	Updates: The parties agreed that parental leave is now defined as six months of leave taken after the birth of a child. Also, that for birth parents, temporary disability leave for pregnancy is addition to parental leave.
Article 22 – Child/Dependent Care	Housekeeping edits only.
Article 23 – Shared Leave	Updates: The parties agreed to mostly housekeeping edits within this article. However, language was added that clarified shared leave donations must be a minimum of 4 hours, however, shared leave may be used in any increment.
Article 24 – Unpaid Holidays for a Reason of Faith or Conscience	Housekeeping edits only.
Article 25 – Absence Due to Family Care Emergencies	Housekeeping edits only.
Article 26 – Civil Duty Time Off and Bereavement Time Off	Updates: The parties agreed to housekeeping edits throughout this article. Additionally, to clarify that employees may keep any compensation received for fulfilling civil duty, such as jury pay or travel reimbursement. The parties also agreed to expand bereavement time off to include stillbirth or miscarriage.
Article 27 – Leave Related to Domestic Violence, Sexual Assault or Stalking	No Change: The parties agreed to maintain existing contract language.
Article 28 – Inclement Weather and Suspended Operations	Updates: The parties agreed to housekeeping edits throughout the article. The parties agreed to include language that would clarify that if the University determines it is advisable to suspend operations then employees in essential positions that are not conducive to telework would still need to report to work. Additionally, for instances where an employee requests to make up time during suspended operations and that request is denied, the supervisor shall state their reason(s) for denial in writing. Employees have 15 days to make up unpaid time off due to suspended operations and requests must be made within two days.
Article 29 – Military Leave	No Change: The parties agreed to maintain existing contract language.
Article 30 – Work Related Injury Leave	Updates: The parties agreed that a written request and proof of continuing disability is no longer required to maintain seniority and progression start date during unpaid time off due to work-related injury.

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Article 31 – Health and Safety	Updates: The parties agreed that the Employer would provide appropriate PPE to all health care workers and campus employees. Additionally stating that: no employee would be disciplined or retaliated against for advocating for PPE that they believe is needed for their and others’ safety.
Article 32 – Uniforms and Special Clothing	Updates: The parties agreed to increase the Safety Boot Reimbursement amount to \$150.
Article 33 – Transportation and Commute Trip Reduction	Housekeeping edits only.
Article 34 – Performance Evaluation	No Changes: The parties agreed to maintain existing contract language.
Article 35 – Personnel Files	No Changes: The parties agreed to maintain existing contract language.
Article 36 – Corrective Action/Dismissal	Updates: The parties agreed that the Employer would provide at least 3 business days to allow an employee to secure a union representative. Additionally, if notice is given prior to the midpoint of the scheduled shift, or if an employee is on paid administrative leave, then the day of notification is the first day.
Article 37 – Employee Assistance Program	No Changes: The parties agreed to maintain existing contract language.
Article 38 – Seniority, Layoff, Rehire	Updates: The parties agreed housekeeping edits throughout this article. Additionally, the parties agreed to clarify that when an employee is affected by a reduction in force, the employee would be offered a funded vacant position within the same job classification, FTE, and layoff unit (as set forth in Appendix IV) or a funded vacant position within the same job classification within 0.2 FTE status and layoff unit in addition, and preceding, the current contract Employment Options.
Article 39 – Resignation and Abandonment	No Changes: The parties agreed to maintain existing contract language.
Article 40 – Mandatory Subjects	Updates: The parties agreed to include that mandatory subject notices would also be sent to mandatorynotice@wfse.org in addition to notifying the Executive Director of the Union.
Article 41 – New Employees	Updates: The parties agreed to include language stating that new employee orientations could take place virtually.
Article 42 – Union Activities, Rights, and Stewards	Updates: The parties agreed to clarifying that during New Steward Training, a second steward (apprentice) could attend an investigatory meeting/fact finding, Step One, or Step Two hearing when the Union requests in advance. Also, the Employer may deny requests for a second steward to attend when an investigatory meeting/fact finding is within the employee’s department.

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Article 43 – Join Union/Management Committees	No Changes: The parties agreed to maintain existing contract language.
Article 44 – Classifications and Reclassification	No Changes: The parties agreed to maintain existing contract language.
Article 45 – Compensation, Wages and Other Pay Provisions	<p>Updates: The parties agreed to housekeeping edits throughout this article. Additionally, effective July 1, 2023, salary ranges for this bargaining unit will be increased by 4%; effective July 1, 2024, salary ranges for this bargaining unit will be increased by 3%.</p> <ul style="list-style-type: none"> • The parties agreed to clarify and distinguish employee R&R increases and job profile R&R increases. • The parties agreed that standby status for Health Care Professional/Technical Classifications would be listed in Appendix II. • Also, the rate of compensation for standby status for WFSE skilled trades classifications would be increased to \$3 per hour. • The rate of compensation for standby status for all other classifications would remain at \$2 per hour. • For Custodians assigned lead duties by the Employer their pay would be increased by \$2 per hour.
Article 46 – Health Care Benefits Amounts	<p>Updates: The super coalition bargaining agreement made these changes regarding health care for all employees: For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will contribute 85% of the monthly premium for the self-insured Uniform Medical Plan (UMP) classic. In no instance will the employee contribution be less than 2% of the EMC per month. The Medical Flexible Spending Arrangement of \$250 during 2024 and 2025 now applies to employees occupying a position that has an annual full-time base salary of \$60,000 or less on Nov 1 of the prior year.</p>
Article 47 - Contracting	No Changes: The parties agreed to maintain existing contract language.
Article 48 – Staffing Concerns	<p>Updates: The parties agreed that Joint Union/Management meetings (JLMs) could happen upon request and that a departmental JLM for staffing concerns would be scheduled for a mutually agreeable date, time, and length. The parties would make a good faith effort to schedule the JLM within 30 days of the request.</p>
Article 49 - Privacy	No Changes: The parties agreed to maintain existing contract language.
Article 50 – No Strike/Lockout	No Changes: The parties agreed to maintain existing contract language.
Article 51 – Board of Regents	No Changes: The parties agreed to maintain existing contract language.
Article 52 – Salary Overpayment Recovery	<p>NEW Article: The parties agreed the MOU – Salary Overpayment Recovery would become a new article. This new article details the steps taken when the Employer determines an overpayment has occurred and how</p>

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	that overpayment would be messaged to the employee. Additionally, details are included on methods of payback and the appeal rights of the affected individual.
Article 53 – Washington Family Medical Leave Program	Housekeeping edits only.
Article 54 – Subordination of Agreement and Saving Clause	No Changes: The parties agreed to maintain existing contract language.
Article 55 – Contract Publication	Updates: The parties agreed that the Employer would post the agreement electronically on the Labor Relations website by the effective date of the agreement or within 60 days of legislative approval, whichever is later. Additionally, the parties agreed to add language on where translated versions of the agreement could be found.
Article 56 – Union Membership Dues Deduction, and Status Reports	No Changes: The parties agreed to maintain existing contract language.
Article 57 – Management Rights and Responsibilities	No Changes: The parties agreed to maintain existing contract language.
Article 58 – Term of Agreement	Housekeeping edits only.
Article 59 – Drug Testing	No Changes: The parties agreed to maintain existing contract language.
Article 60 – Non Permanent and Intermittent Employees	No Changes: The parties agreed to maintain existing contract language.
Article 61 – Diversity and Inclusion	No Changes: The parties agreed to maintain existing contract language.
Article 62 – Advance Certification/Registration Pay	Updates: The parties agreed to include a new article regarding how certain hospital technical employees certified in a specialty area would be paid an hourly premium of \$1.25. A certified employee would only be eligible for one certification premium. Affected job codes can be found within this new article.
Appendix I – Job Classifications	Updates: NEED NEW APPENDIX I
Appendix II – Differentials	Updates: This Appendix now includes new values for standby pay for many job codes. Additionally, the parties agreed to eliminate the tier standby rates in favor of a flat rate for applicable classifications.

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Appendix III – FLSA Overtime Exempt Job Classifications	Updates: The parties agreed to clarify that this Appendix applies the Fair Labor Standards Act and the Washington State Minimum Wage Act to positions that are FLSA exempt. The parties also agreed to clarify that certain positions in these classifications may be determined to be FLSA non-exempt if the employee’s combination of FTE and salary falls below the federal or state threshold.
Appendix IV – Layoff Seniority Units	No Changes: The parties agreed to maintain existing contract language.
Appendix V – Pay Tables	Updates: NEED NEW APPENDIX V
Appendix VI – Contracting Out Form	No Changes: The parties agreed to maintain existing contract language.
MOU – Leave of Absence WFSE President	Housekeeping edits only.
MOU – Public Records Requests and Privacy	No Changes: The parties agreed to maintain existing contract language.
MOU – Scholarship Fund for Medical Center Employees	Updates: The parties agreed to housekeeping edits throughout this MOU. Additionally, the amount of money the Employer would provide annually for SEIU 925 and WFSE-represented employees to obtain degrees or certifications required for employment in healthcare fields where the employee works was increased from \$100,000 to \$150,000. The HMC and UWMC committees will split this funding equitably at \$75,000 each.
MOU – Intermittent, Nonpermanent, and Represented Regular Temporary Employees	No Changes: The parties agreed to maintain existing contract language.
MOU – Lump Sum Payment	Updates: The parties agreed that employees in job profiles paid on the BI, BL, and BM pay tables, who are in an active position and with an FTE on July 15, 2023 would be eligible for a lump sum as follows: employees with 0.6 FTE and above would receive a single lump sum of \$700; employees below 0.6 FTE would receive a single lump sum of \$350; additionally, if the University provides a more favorable lump sum to SEIU 1199 R/HH or SEIU 925, then the University would apply the difference to all employees described above.
MOU – Multi-Campus Voluntary Standby Pool	No Changes: The parties agreed to maintain existing contract language.
MOU – UW Medicine Pre-Scheduled Voluntary Double-	Housekeeping edits only.

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Time Shift Incentive for Critical Staffing Needs	
MOU – Critical Recruitment and Retention Wage Increases	NEW MOU: The parties agreed to critical recruitment and retention wage increases for certain healthcare job profiles. Regular employees would be placed on their current step in the new range and PSDs would not be impacted.
MOU – Hospital Custodial Series	NEW MOU: The parties agreed that effective October 1, 2022 , the Employer would create a new Hospital Custodian series including Hospital Custodian, Hospital Custodian Lead, and Hospital Custodian Supervisors 1 and 2. In this series, these jobs would receive a new table and new salary range.
MOU – Market-Based Increases	NEW MOU: The parties agreed that effective July 1, 2023, multiple job codes would receive an increase. Supply Chain Technician series would be effective 11/16/22 and move to new a table as well.
MOU – Dietetic Tech, LPN, MHS, and ORTHO Tech Recruitment and Retention Wage Increases	NEW MOU: The parties agreed that effective Nov 16, 2022 , certain job codes would receive wage increases for R&R purposes. In some instances, a job code will move to a new table as well. PSDs would not be impacted.
MOU – Skilled Trades Recruitment and Retention Increases	NEW MOU: The parties agreed that effective July 1, 2023, many job profiles listed under Skilled Trades would receive wage increases for the purposes of R&R. PSDs would not be impacted.
MOU – Trades License Premium	NEW MOU: The parties agreed that effective July 1, 2023, the Employer would pay 10% of base salary for all hours paid for certain eligible classification and licenses listed in this MOU.
MOU – Non-Healthcare Across the Board Increases Me Too	NEW MOU: The parties agreed that effective July 1, 2023, and July 1, 2024, if the Employer agrees to a more favorable across the board increase for SEIU 925 B4 pay table, then the University would provide the same increase to the WFSE BI table.
MOU – Health Care Pay Tables Consolidation	NEW MOU: The parties agreed that effective Nov 16, 2022 , the Employer will move all regular, nonpermanent and intermittent classifications listed in this MOU from the BI table to the B0 pay table. This will not impact progression start dates.
MOU – Health Care Recruitment and Retention Wage Increases	NEW MOU: The parties agreed that effective Jan 1, 2023 , all job profiles assigned to health care pay tables B0, BABB, and BV will receive a 4% increase. Also, effective July 1, 2023, all job profiles assigned to health care pay tables B0, BABB, and BV would receive a 5% increase. PSDs would not be affected by these increases.

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MOU – Trades Apprenticeship Program	Updates: The parties agreed to create a new MOU based on what was previously Article 52. In this MOU, beginning January 2023, the parties will create a UW Trades Apprenticeship Committee to discuss, develop, and design a Campus Trades Apprenticeship Program. This program would include a compensation plan for mentors and be composed of 6 union representatives and 6 employer representatives. Existing apprenticeship programs would be reviewed and attended by 2 trades staff and 2 UW management staff. This committee would meet monthly and would happen regardless of the availability of the involved mediator/facilitator. In so inclined, either party may involve Labor Relations and grievances in violation of this MOU may skip 1, 2, and/or 3 as determined by the Union.
Side Letter A – City of Seattle Minimum Wage	Housekeeping edits only.
Side Letter B – Public Transportation Delays	Housekeeping edits only.
Side Letter C – Tracking Discrimination and Bias	Housekeeping edits only.
Side Letter D – UW Seattle Campus Building Services Alternative Work Schedules	Housekeeping edits only.
Side Letter E – HMC Hospital Security Officers Compensatory Time	NEW: The parties agreed that from January 1, 2023, to December 30, 2023 , the Employer would allow HMC Hospital Security Officers to accrue compensatory time. Accrued time would be cashed out in accordance with Article 10 and could only be accrued to a max of 40. This side letter would expire on January 1, 2024.