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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON
AND THE
UNIVERSITY OF WASHINGTON HOUSESTAFF ASSOCIATION
November 1, 2016 – June 30, 2019

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UW-UWHA Collective Bargaining Agreement
11/1/16-6/30/19

3

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Article 1: Childcare

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3 **1. Purpose.** The University and the Residents are committed to working together to
4 address the challenges of obtaining affordable, flexible, and reliable childcare for
5 Residents with children given the high cost of quality childcare and the demanding, and
6 often unpredictable, nature of residency work hours.

7
8 **2. UW Children's Centers.** Four (4) Children's Centers at the University of
9 Washington's Seattle campus serve faculty, staff, and students by providing year-round,
10 on-site, infant, toddler, and preschool childcare. The Children's Center at West Campus
11 serves primarily UW faculty and staff. The Children's Centers at Radford Court and
12 Laurel Village serve students, faculty and staff at the University, yet give priority to UW
13 students in family housing. The UW Children's Center at Harborview Medical Center
14 primarily serves those located at Harborview Medical Center, but is available to all UW
15 faculty, staff, and students. Each of these centers has its own waitlist and enrollment
16 policies.

17
18 **3.** Access to the highly desirable, affordable UW Children's Centers is limited. To
19 reduce the higher financial burden of seeking childcare outside of the University
20 Centers, UW will create a fund to assist in childcare expenses, making available
21 \$50,000 per year to a Resident childcare fund. The UWHA will be responsible for
22 determining eligibility criteria for appropriate distribution based on Resident need. The
23 University will be responsible for distributing these funds. The eligibility criteria to be
24 utilized by the UWHA will be provided to the University at the beginning of each year.

25
26 **4.** UW will contribute an amount equal to the difference in waitlist fees between UW
27 Children's Centers and other affiliated childcare centers. Other affiliated childcare
28 centers include Bright Horizon childcare centers, or other childcare centers or
29 agencies with which the University may establish a formal relationship. Residents will
30 receive priority access to Bright Horizon childcare centers, and the priority access fee
31 will be partially waived.

32
33 **5.** If the University of Washington has an active contract for Sick Child Care Services,
34 Residents shall be able to fully participate. The University shall underwrite the entire
35 daily fee. Residents shall only pay a one-time registration fee of \$5 for each child.

36
37 **6.** Residents with dependents will be eligible to participate in any Nanny Share
38 Programs and/or discounts offered to UW employees. Such networks will help to
39 coordinate background checks, matching, and nanny sharing agreements.

40
41 **7.** An UWHA-endorsed representative and an alternate will be appointed annually to the
42 Childcare Advisory Group, which provides input to the Director of WorkLife and
43 Childcare Development on work/life issues to further the goal of improving access to
44 affordable on-site childcare for Residents.

45

1 **8.** At the request of either party, the UWHA and the University will continue to meet and
2 discuss childcare-related improvements for Residents with children or those whom plan
3 to have children.

4

Article 2: Committee Memberships and Hospital Committee

The following committees, or their respective substitutes, as long as such committees exist, shall include at least one (1) Resident designated by the UWHA:

UWMC

1. Medical Services Administrative Committee (MSAC)
2. Patient Safety Committee
3. Clinical Systems Advisory Committee (CSAC)
4. Quality Oversight Committee
5. Medical Leadership Council
6. Mortality Oversight Meeting
7. QISDA/Pay for Performance
8. Core Measures Oversight
9. Physician Engagement Team
10. UWMC Board Facilities, Finance and Joint Conference Committee
11. Inpatient Clinical Performance Council ICPC
12. Medical Quality Improvement Committee (MQIC)

HMC

1. Medical Executive Board (MEB)
2. Medical Quality Improvement Committee (MQIC)
3. Critical Care Council
4. Trauma Council
5. Surgical Council
6. OR Coordinating Committee
7. HMC Patient Safety Committee
8. HMC Quality Improvement Committee
9. HMC OI Metrics Meeting
10. HMC Quality Improvement and Safety Data Analysis
11. Acute Care Council
12. Ambulatory Quality and Safety Committee
13. Infection Prevention and Control Committee

The UWHA reserves the right for final selection and/or approval for each Resident committee member when said Resident committee member will, in general, serve as an UWHA representative. At least one (1) UWHA-endorsed Resident member shall be designated to each committee listed above, with the exception of the GME Committee, which shall have up to three (3) peer-selected Resident members. Given the potential for unpredictable service responsibilities of the Resident at times when the committees may meet, one (1) or more additional UWHA-endorsed Resident may be appointed to the above committees in order to facilitate Resident member attendance at committee meetings, if the presence of multiple or alternate Resident members is agreed upon mutually by both the UWHA and the respective Committee Chair. It is understood that the voting rights of the Resident committee members may vary by committee and may not exist in certain committees, and that multiple or alternate Resident members on a

1 committee shall, in general, have one (1) collective vote, except in the case of Resident
2 members of the GME Committee, or when otherwise mutually agreed upon by both the
3 Resident member(s) and the respective Committee Chair.

4
5 Resident committee members will brief the UWHA on updates from committee meetings
6 as needed. Minutes, communications, and agendas of listed committees, or their
7 respective substitutes, will be available upon request to the UWHA. .

8
9 The UWHA shall furnish the University, to the best of its ability through its Administrator,
10 with the names of the Resident member(s) of each of the listed committees and shall
11 promptly notify the respective Committee Chair of any changes. At least annually,
12 through the JOC, the University shall provide an updated list of committees including
13 newly formed committees and committee substitutes, name changes, or changes in the
14 Committee Chairs.

15
16 In the event that a new committee pertinent to the learning and working environment for
17 Residents is established, the University and the UWHA, by mutual agreement, may
18 include an UWHA-endorsed Resident committee member on the new committee. If a
19 Resident is not appointed to a committee, alternative means for soliciting Resident input
20 on issues of concern to the Residents and the UWHA shall be agreed upon mutually.

21
22 It is understood that when a committee agenda includes a subject concerning the
23 University's relationship (existing or potential) with any union, or involves the
24 administration of any collective bargaining agreement or wages or benefits for any
25 employee, whether or not members of this bargaining unit, Residents in attendance may
26 be excused from that portion of the committee meeting by the Chair of the Committee.

27
28

Article 3: Definitions

1
2
3 **Chief Resident:** Typically, a position in the final year of the residency (e.g., surgery) or
4 in the year after the residency is completed (e.g., internal medicine and pediatrics).

5
6 **Dentist:** References to physicians will herein include dentists and references to
7 ACGME will herein include CODA.

8
9 **Educational/Training Programs:** Curriculum, including didactic and clinical
10 components, defined by and arranged within a department, sometimes in partnership
11 with multiple departments, of the University in which Residents participate to further
12 their Graduate Medical Education.

13
14 **Fellow:** Generally, a physician in a program of graduate medical education accredited
15 by the ACGME/CODA who has completed the requirements for eligibility for first board
16 certification in the specialty. The term "subspecialty residents" is also applied to such
17 physicians. Other uses of the term "fellow" require modifiers for precision and clarity,
18 e.g., research fellow.

19
20 **Fellowship:** see "subspecialty program."

21
22 **Graduate Medical Education:** The period of didactic and clinical education in a
23 medical specialty which follows the completion of a recognized undergraduate medical
24 education and which prepares physicians for the independent practice of medicine in
25 that specialty, also referred to as residency education. The term "graduate medical
26 education" also applies to the period of didactic and clinical education in a medical
27 subspecialty which follows the completion of education in a recognized medical
28 specialty and which prepares physicians for the independent practice of medicine in that
29 subspecialty.

30
31 **Graduate-Year Level:** Refers to a resident's current year of accredited (or non-
32 accredited) GME training. This designation may or may not correspond to the resident's
33 particular year in a program. For example, a resident in pediatric cardiology could be in
34 the first program year of the pediatric cardiology program but in his/her fourth graduate
35 year of GME (including the 3 prior years of pediatrics.) Also referred to as 'post
36 graduate year' or 'PGY.'" Graduate-Year Level or PGY may vary from Appointment
37 Level.

38
39 **On-Call:** A period of time, typically outside the formal business hours of the institution,
40 during which a resident is available to perform patient visits, respond to patient-care
41 related matters, or evaluate a change in a patient's clinical situation. This responsibility
42 may be fulfilled by the resident while they are primarily at home, also known as "home
43 call," or fulfilled by the resident while they are present in the institution, also known as
44 "in-house call."
45

1 **Program:** A structured educational experience in graduate medical education designed
2 to conform to the Program Requirements of a particular specialty/subspecialty, the
3 satisfactory completion of which may result in eligibility for board certification.

4
5 **Program Director:** The one (1) physician designated with authority and accountability
6 for the operation of the residency/fellowship program.

7
8 **Program Year:** Refers to the current year of education within a specific program; this
9 designation may or may not correspond to the resident's graduate year level. See
10 *Graduate-Year Level*.

11
12
13 **Residency:** A program accredited to provide a structured educational experience
14 designed to conform to the Program Requirements of a particular specialty.

15
16 **Resident:** Any physician in an accredited graduate medical education program,
17 including interns, residents, and fellows.

18
19 **Rotation:** An educational experience of planned activities in selected settings, over a
20 specific time period, developed to meet goals and objectives of the program.

21
22 **Specialty Program:** A structured educational experience in a field of medical practice
23 following completion of medical school and, in some cases, prerequisite basic clinical
24 education designed to conform to the Program Requirements of a particular specialty;
25 also known as 'core' programs.

26
27 **Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial
28 and academic responsibility for a program of GME. The sponsoring institution has the
29 primary purpose of providing educational programs and/or health care services (e.g., a
30 university, a medical school, a hospital, a school of public health, a health department, a
31 public health agency, an organized health care delivery system, a medical examiner's
32 office, a consortium, an educational foundation).

33
34 **Subspecialty Program:** A structured educational experience following completion of a
35 prerequisite specialty program in GME designed to conform to the Program
36 Requirements of a particular subspecialty.

37
38

Article 4: Disciplinary Action and Just Cause

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Residents may only be subject to discipline for just cause. A focus of concern is not considered a disciplinary action, and is therefore not grievable.

1 **Article 5: Dues Deduction, Fair Share, and UWHA Membership**
2

3 **1.** All Residents covered by this Agreement will be required, as a condition of their
4 Residency, to either a) become members of the UWHA and pay membership dues; or
5 b) pay the applicable fair share fee as determined pursuant to law. Failure to pay either
6 dues or fees is grounds for termination.
7

8 **2. Notification.** The University and UWHA will jointly notify each Resident of the dues
9 requirement within thirty (30) days of the effective date of this Agreement. Thereafter,
10 new Residents will be notified of this requirement when they interview for a position at
11 UW and within thirty (30) days of beginning the Residency program.
12

13 **3. Listing of Residents.** The University shall provide the UWHA with a monthly listing
14 of all Residents with union dues or fair share fee deductions, and a monthly listing of all
15 Residents who terminated their Residency. The University shall provide this information
16 electronically along with their name, PGY, department and start date.
17

18 **4. Determination of Membership Dues or Fair Share Fees.** It shall be the sole
19 responsibility of the UWHA to determine the amount of dues necessary for membership
20 in the UWHA for each academic year and in accordance with the Articles of
21 Incorporation of the UWHA. It is also the sole responsibility of the UWHA to determine
22 the applicable fair share fee for those Residents electing not to become members of the
23 UWHA. The amount of the service fee shall be provided to the University in writing each
24 year to the University. In no event shall the fair share fee be more than the membership
25 dues.
26

27 **5. Religious Objection.** The parties will comply with the requirements of state law
28 (RCW 41.56.122) for any Resident with a bona fide religious objection to paying dues or
29 fees to the UWHA.
30

31 **6. Dues Deduction.** Upon written authorization by an individual Resident, the University
32 shall provide for payroll deductions of UWHA dues and fair share fees which are
33 uniformly applied to all UWHA members. The University will have available for
34 distribution a payroll deduction authorization card for dues/fees. Each Resident may
35 either sign the authorization form or make other arrangements with the UWHA.
36

37 **7. Remittance of Dues.** The University shall electronically transmit to the UWHA within
38 five (5) work days after each payday all dues and fair share fees deducted for that pay
39 period in those bargaining units for which the UWHA is the exclusive bargaining
40 representative.
41

42 **8. Termination of employment for failure to pay dues or fees.** Failure by a Resident
43 to abide by this article shall constitute cause for discharge of such Resident; however,
44 the University has no duty to act until the UWHA makes an appropriate written request
45 for discharge to the Labor Relations Office and verifies (by forwarding a copy of the
46 written notification to the University) that the Resident received written notification from

1 the UWHA of the delinquency, including the amount owing, method of calculation, if
2 appropriate, and that non-payment will result in discharge by the University. Any such
3 notification must have been provided by the UWHA to the Resident by registered mail,
4 and have allowed the Resident at least thirty (30) days from the date of receipt to pay
5 the delinquent dues or fees. First year residents who are terminated under this statute
6 will be terminated at the end of their first year of residency. All other residents can be
7 terminated at any time after appropriate notification.

8

9 **9. Indemnification.** If the University is found to be at fault in legal proceedings, the
10 UWHA shall indemnify and hold the University harmless against any claims, demands,
11 suits, or any other form of liability that shall arise out of or by reason of action taken or
12 not taken by the University under this Article. In the event that litigation that arises out of
13 this article could reasonably render the UWHA financial insolvent, the UWHA will
14 adhere to the following process: the UWHA will immediately post a bond or provide
15 some other form of security in order to ensure sufficient resources to cover the
16 indemnification for a legal action by a Resident challenging his/her termination for failure
17 to comply with this Article.

18

Article 6: Fringe Benefits

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2
3 **1. Resident Orientation.** Residents attending mandatory orientation will be on paid
4 time.

5
6 **2. Professional Liability Coverage.** Professional liability coverage will be provided by
7 the University of Washington at no cost to the Resident. This insurance will cover the
8 Resident's good faith performance of his/her assigned duties in the training program,
9 which may also include program-approved volunteer activities and off-site/oversees and
10 global health rotations. The professional liability coverage will not apply to actions,
11 claims or proceedings arising out of acts taken in bad faith.

12
13 **3. Wellness and Counseling Services.** Counseling, therapy and referral services for
14 residents and fellows dealing with specific concerns such as stress, anxiety, depression,
15 burnout, relationship issues, grief/loss, and interpersonal conflicts are available for free,
16 and are kept confidential. Referrals to behavioral health services when necessary are
17 also provided. Residents are also encouraged to discuss problems of either a personal
18 or professional nature with their Chief Resident, Program Director, Program
19 Administrator, Division Chief, Department Chair, or with personnel in the GME Office.

20
21 **4. Meals.** Programs will maintain their meal policies that exist as of the execution of this
22 agreement. The parties will form a Resident Meals Committee to discuss methods of
23 improving the effectiveness and administrative efficiency of meal reimbursement.

24
25 **5. Shuttles.** Residents have access to the UW shuttles (including Health Sciences
26 Express, NightRide, South Lake Union, and SCCA shuttles) as long as UW continues to
27 provide such shuttle services. The schedules, routes, types, and operation of schedules
28 will be determined by UW.

29
30 **6. Pagers.** Residents who are required to have a pager will be provided with one (1)
31 pager by their training program, which must be returned to the program at the
32 completion of training. Replacement costs due to loss are responsibility of the
33 Resident.

34
35 **7. Uniforms and Laundry.** Programs that require their Residents wear a physician lab
36 coat will provide these at the beginning of residency. Replacement of coats may be the
37 responsibility of the Resident. Availability of scrubs and laundry services for uniforms
38 will be provided in accordance with the policies and practices of the Resident's program
39 and existing hospital assignment.

40

Article 7: Grievance Procedure

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2
3 **1. Purpose.** The parties recognize that disputes may occasionally arise concerning the
4 terms and conditions of this Agreement and such disputes shall be resolved through this
5 grievance procedure.
6

7 **2. Definition.** A grievance is a claim by an employee or group of employees covered by
8 this Agreement or by the UWHA that the University has violated a specific provision of
9 this Agreement. Matters involving the evaluation of academic or clinical performance or
10 professional behavior, a non-reappointment decision, or any other academic matters
11 including but not limited to the failure to attain the educational objectives or
12 requirements of the training program may not be pursued as grievances under this
13 Article. Appeals related to these matters are covered under the UW GME Resident
14 Academics & Professional Conduct Policy & Procedure
15

16 **3. Scope.** This article does not govern complaints made outside the terms of this
17 Agreement. The University will work with the UWHA to inform and educate employees
18 regarding the appropriate forums to raise and address other questions or concerns.
19

4. Representation.

- 20
21 **a.** An employee may not file a grievance without the permission of the UWHA. All
22 employees are encouraged to resolve disagreements within their respective
23 programs. Employees may contact the UWHA at any time to begin the grievance
24 procedure, and the UWHA has sole discretion to determine whether the
25 grievance shall be filed, and the extent to which the grievance shall be pursued.
26 **b.** With the permission of the UWHA, an aggrieved party may be accompanied
27 and/or represented by another resident, employee, or legal counsel.
28

29 **5. Time Limits.** Employees must contact the UWHA within sixty (60) calendar days
30 from the occurrence of the events giving rise to the grievance, or from the time at which
31 the aggrieved individual or UWHA should reasonably have become aware of the facts.
32 Members are encouraged to bring potential grievances to the UWHA's attention as soon
33 as possible. The UWHA is responsible for officially submitting the grievance, if it decides
34 to file a grievance. A notification of the intent to file a grievance by the UWHA to the
35 Office of Graduate Medical Education Office ("GME Office") satisfies the sixty (60) day
36 time limit requirement and an official grievance must be submitted within the next thirty
37 (30) days. Under no circumstances will the University tolerate retaliation against a
38 Resident for filing or otherwise exercising the rights of this article. Any Resident who
39 believes that retaliation has occurred against him/her by any member of the University
40 should notify the GME Office immediately. Failure to notify, file, or appeal a grievance
41 within the specified time periods will constitute a waiver of the grievance and the matter
42 will be deemed resolved. Similarly, failure of the University to respond within the time
43 limits permits the grievance to automatically proceed to the next step of the grievance
44 procedure. By mutual written agreement, parties may extend any and all time limits,
45 and reasonable requests for specific time extensions should be honored.
46

1 **6. Grievance Process.** The following procedure represents the exclusive means for
2 deciding grievances. Both parties agree to undertake the process in good faith and to
3 confer with one another throughout the process.
4

5 **A. Step One.** A grievance must be filed in writing (or electronically) by the UWHA on
6 behalf of the aggrieved party or parties to the Program Director, the GME Office, and
7 the Director of Labor Relations. The grievance will state the pertinent facts of the case
8 with reasonable particularity, including the section(s) of the Agreement allegedly
9 violated and the remedy or desired outcome that is sought. The date of filing is the date
10 the grievance is received by the Program Director.
11

12 The Program Director (and/or designee) will meet with the grievant and a representative
13 chosen by the UWHA within thirty (30) calendar days of receiving the grievance. Both
14 parties will make a good faith effort to schedule the meeting in a timely fashion. The
15 grievant will have the opportunity to present its case at this meeting. The Program
16 Director (or designee) will issue a written response to the grievance within fourteen (14)
17 calendar days of the meeting. The response will cite the specific article(s) of this
18 Agreement that is under question and include an explanation of the decision, including
19 why the case did or did not amount to a violation of this Agreement.
20

21 Resolutions at Step One, although final, will not be precedential. While discussion at the
22 program level are encouraged, the UWHA has the right to waive Step One and proceed
23 directly to Step Two, so long as the filing is completed within the time limits contained in
24 Section 5 above.
25

26 **B. Step 2.** If the grievance is not resolved at Step One, the UWHA may appeal in writing
27 to the GME Office within fourteen (14) calendar days after receipt of the Step One
28 decision. The GME Office may designate other appropriate University personnel to act
29 as the University's representative for the purposes of Step Two.
30

31 Representatives from the GME Office and Labor Relations, as well as the Program
32 Director (and/or designee) will meet with the grievant and representatives from the
33 UWHA within thirty (30) calendar days of receiving the grievance, unless there is a
34 mutually agreed upon time extension as previously outlined. The grievant will have the
35 opportunity to present its case at this meeting. The GME Office or Labor Relations will
36 issue a written response to the grievance within fourteen (14) calendar days of the
37 meeting. The statement will cite the specific article(s) of this Agreement that is under
38 question and provide an explanation regarding its interpretation.
39

40 No resolution that is inconsistent with the terms of this Agreement will be permitted.
41

42 **C. Step Three.** If the grievance is not resolved at Step Two, the UWHA may appeal in
43 writing within fourteen (14) calendar days of receipt of the Step Two decision. The Step
44 Two appeal must be filed with the GME Office and the Director of Labor Relations. The
45 GME Office will forward the grievance to the Chair of the Graduate Medical Education
46 Committee (GMEC). The Chair of GMEC and UWHA will appoint a committee to hear

1 the grievance as outlined below. The committee will convene within thirty (30) calendar
2 days of the GME Office receipt of the appeal on a mutually agreed upon date.

3
4 **a. Composition:** The committee will be composed of current sitting members of the
5 UW GMEC and will include two (2) physician representatives chosen by the Chair of
6 the GMEC and 2 resident members chosen by the UWHA. Faculty and residents of
7 the program(s) involved in the dispute may not be appointed. An additional
8 representative will be designated by the Director of Labor Relations. The Committee
9 will be chaired by the Associate Dean for Graduate Medical Education or his/her
10 designee.

11
12 **b. Attendance:** The aggrieved party(ies) and any other individuals with germane
13 knowledge of the events or specific terms of the Agreement under consideration will
14 be permitted to attend the meeting. However, only the aforementioned Committee
15 members are permitted to be in attendance during any pre-proceeding meetings
16 (i.e., organizational meetings) and the deliberations.

17
18 **c. Execution:** Both parties will have an opportunity to present their interpretation of the
19 case to the Committee. Members of the Committee may ask clarifying questions to
20 either party at any time. The Committee as well as both parties will have an
21 opportunity to ask questions of third parties who appear as subject matter experts or
22 witnesses.

23
24 **d. Decision-Making:** The Committee shall issue a written consensus statement of its
25 findings and render a recommended course of action within fourteen (14) calendar
26 days that will be transmitted to all parties to the grievance. Any Committee member
27 may write a dissenting statement in addition to the consensus statement that is
28 allowed. The UWHA and the University shall each have fourteen (14) calendar days
29 to accept or reject the Committee decision. If either party rejects the decision, the
30 matter may be moved to Step Four.

31
32 In lieu of the Step Three Committee, the UWHA may opt to request mediation with the
33 Public Employment Relations Commission (PERC). If the UWHA opts for mediation
34 rather than the Step Three Committee and both parties mutually agree to participate in
35 mediation, UWHA will file a request with PERC in accordance with WAC 391-55-020.
36 UWHA will send a copy to the Labor Relations Office within thirty (30) days of receipt of
37 the Step Two decision. In addition to all other filing requirements, the request must
38 include a copy of the grievance and all previous responses. The University will inform
39 the UWHA, in writing, and PERC within thirty (30) days of receipt of Mediation request if
40 they are not in agreement. Participation in mediation will be on a voluntary basis.
41 Proposals made in mediation will not have any precedential value or relevance at
42 arbitration unless otherwise agreed by the parties. At any point, either party can choose
43 to proceed to Step Four.

44
45 The UWHA may choose either the Step Three Committee or mediation, but not both. If
46 the UWHA selects mediation, the University may still opt to forego mediation and

1 instead choose to proceed with the Step Three Committee procedure. The UWHA may
2 not opt to proceed directly from Step Two to Step Four without utilizing the Step Three
3 Committee or mediation.

4
5 **D. Step Four.** If the grievance is not resolved at Step Two or at Step Three, the UWHA
6 may appeal the grievance to an impartial arbitrator within thirty (30) calendar days after
7 the receipt of the Step Three decision or the conclusion of the Step Three mediation.
8 The submission of the matter to arbitration will be provided to the GME Office and the
9 Director of Labor Relations and will state the issue to be arbitrated and the remedy that
10 is sought.

11
12 **a.** The party moving the grievance to arbitration will request a panel of seven (7)
13 qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS).

14
15 **b.** No fewer than thirty (30) days after the receipt of the arbitration request, the parties
16 will select an arbitrator from the provided panel by alternately striking names. A coin flip
17 will determine which party strikes the first name. Arbitration hearings will be scheduled
18 within sixty (60) days of selection of an arbitrator unless there is a mutually agreed upon
19 extension or extraordinary circumstances.

20
21 **c.** The arbitrator will conduct a hearing in accordance with the rules of the American
22 Arbitration UWHA. The arbitrator will strive to render a decision on the grievance within
23 30 days of the close of the hearing, or as otherwise agreed between the parties.

24
25 **d.** The decision of the arbitrator will be binding on all parties.

26
27 **e.** The expenses and fees of the arbitrator will be shared equally by the UWHA and the
28 University.

29
30 **f.** The parties agree that the arbitrator shall not have the power or jurisdiction to render
31 a decision that adds to, subtracts from, alters, amends or modifies in any way the terms
32 and conditions of Agreement. The arbitrator will have no jurisdiction or authority to
33 substitute his/her judgment for any academic or clinical judgment made by the
34 University.

35
36 **g.** Each party shall bear its own fees and expenses in presenting its case, including the
37 costs of legal representation.

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Article 8: Health and Safety

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1. Policies. The University will ensure a healthy and safe learning and working environment that provides for security and safety measures appropriate to the participating site. The University shall comply with applicable Federal and State health and safety legislation and regulations and has designated the University's Environmental Health and Safety Department to advise and monitor compliance with such standards. The University will provide notice and an opportunity to bargain the impacts of any policy changes that have a material impact on Resident safety.

2. Working Conditions. All work shall be performed in conformity with applicable safety standards. Residents are encouraged to immediately report any unsafe working conditions to their Program Director. No resident shall be disciplined for reporting any condition nor be required to work or to operate equipment when he/she has reasonable grounds to believe such action would result immediate danger to life or safety. On request, the Environmental Health and Safety Department shall review the concern and issue a decision.

3. Committee. Health and safety issues shall be an appropriate agenda item for the Housestaff Advisory Committee on an ongoing basis.

Article 9: Housestaff Advisory Committee

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1. Purpose. Representatives of the University and the UWHA will meet periodically to provide a forum for communications between the parties to deal with matters of general concern.

2. Composition. The Housestaff Advisory Committee will be composed of three (3) members of the UWHA collective bargaining unit and three (3) representatives from the University.

3. Meetings. Committee meetings may be requested by an authorized representative of either party at any time. Requests for a quarterly meeting will be honored, but the parties may agree to meet more or less frequently. At least one (1) weeks' notice will be given to Committee members of the meeting time and agenda.

4. Committee Scope. The Committee's function will be limited to an advisory capacity and will not include any decision-making or collective bargaining authority, but the parties may recommend topics or language for discussion by the bargaining teams at subsequent collective bargaining sessions. Committee meeting topics will be limited to subjects of group rather than individual concern, and the Committee will not discuss grievances as defined in this Agreement. It is not intended that this Article obligate either party to negotiate on personnel matters covered in this Agreement or to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

Article 10: Leave - Bereavement

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Bereavement Leave. In the event of the death of a Resident's family member, a Resident shall be granted leave with pay. The amount of paid leave shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) days, with one (1) additional day if significant travel is required. In the event that overseas travel is required, a total of two (2) additional days for travel may be granted. If additional time off is needed, the Resident may request the use of available vacation or sick leave. The Resident must inform the Program Director as soon as possible of the need for bereavement leave. Family member is defined in Article 15 Leave – Sick.

Article 11: Leave - Extended

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1. Extended Leave. Residents may be eligible for paid extended leave if the Resident has used all of the Resident’s eligible vacation and sick leave, and would otherwise need to take leave without pay or separate from the UW GME training program because of a “qualifying condition” (as defined in the UW Shared Leave policy). The Resident must have a “qualifying condition” and must further meet the corresponding eligibility and process requirements as described in the UW Shared Leave policy. Qualifying conditions generally may be expected to include a severe, extraordinary, or life-threatening illness or injury, such as suicidal ideation or substance abuse disorder, requiring extended inpatient treatment under the direction of the Washington Physicians Health Program.¹ Eligible Residents may receive and use a maximum of twelve (12) weeks of paid extended leave during their appointment as a Resident to the University. Paid extended leave will not be approved in excess of what is authorized by the Resident’s healthcare provider. All requests for paid extended leave are subject to approval by the Program Director and the GME Office. Family and Medical Leave Act (FMLA) leave, if available, runs concurrently with Paid Extended Leave.

¹ Nothing in this agreement should be construed to alter the University’s definition of “Qualifying Condition” under the Shared Leave Policy. Examples of qualifying conditions are provided for illustrative purposes only. All submitted conditions are evaluated on a case-by-case basis in order to determine the appropriateness under this article.

Article 12: Leave - Holidays

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3 **1. Holidays.** Residents may join in the observance of all official holidays recognized by
4 the training site at which they are assigned at the time of the holiday. Clinical
5 responsibilities and educational requirements may necessitate that a resident report for
6 duty on a holiday. Program Directors will make every effort to fairly distribute required
7 clinical responsibilities that fall on a holiday amongst Residents over the course of the
8 training program.

9
10 For the purposes of this Article, Seattle Children's will observe the same holidays as the
11 University of Washington for Resident work assignments.

12
13 **2. Unpaid Personal Holiday.** In accordance with RCW 1.16.050, Residents will have
14 the option to take up to two (2) unpaid holidays per calendar year for a reason of faith or
15 conscience, or for an organized activity conducted under the auspices of a religious
16 denomination, church, or religious organization.

17
18 To take unpaid time off under the statute, Residents must consult with their Program
19 Director and use their Program's procedure for making advance leave requests. The
20 Resident will need to inform their Program Director that the requested unpaid day(s) is
21 for a reason of faith or conscience or for an organized activity conducted under the
22 auspices of a religious denomination, church, or religious organization.

23
24 The Program Director can only deny a Resident's requested day(s) off if the Program
25 Director determines that the requested time off would impose an undue hardship on the
26 training site, or the Resident's presence is necessary to maintain public safety. Undue
27 hardship is defined in Washington Administrative Code (WAC) 82-56-020. Residents
28 may be asked to provide verification for their unpaid leave request.

29
30 **3. Paid Personal Holiday.** Residents are entitled to one (1) paid holiday per calendar
31 year. Each Resident may select the day on which the employee desires to take the
32 additional holiday provided for in this section after consultation with their Program
33 Director pursuant to applicable state law.

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Article 13: Leave - Miscellaneous

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3 **1. Parental Leave.** Up to four (4) months of parental leave may be granted to a
4 Resident with a natural newborn, adoptive, or foster child. The Resident may use a
5 combination of vacation, up to ten days of sick leave, personal holiday, and/or leave
6 without pay while on parental leave.

7
8 During the period of the parental leave, the University shall maintain basic insurance
9 benefits for the Resident. The Resident will be responsible for maintaining any optional
10 insurance coverage, other payroll deductions, and insurance co-payments.

11
12 If, during the duration of this agreement, the University adopts a policy that grants paid
13 parental leave to any other bargaining unit (that is not part of shared leave program),
14 the UWHA will receive notice of the change and opportunity to bargain.

15
16 **2. Pregnancy Accommodation.** For a Resident who is the birth mother, during the
17 Resident's last month of pregnancy and for two (2) months post-partum, consideration
18 of the Resident's wellbeing and ability to work overnight shifts or participate in overnight
19 in-house call will be made. Pregnant Residents are encouraged to seek needed
20 accommodations to their schedules and work responsibilities. The University will
21 provide training/guidance to Program Directors regarding accommodation for pregnant
22 Residents.

23
24 A pregnant Resident may request an accommodation- including relief from overnight
25 call or 24-hour shifts- from her Program Director. If the accommodation is feasible and
26 easily implementable, the Program Director will make a good faith effort to adopt it in an
27 expedient fashion. If the Program Director determines that the requested
28 accommodation is not feasible and easily implementable, the Resident will be required
29 to submit the necessary medical documentation that supports the request to the
30 University's Disability Services Office ("DSO"). The Resident will engage in an
31 interactive dialogue with DSO in an effort to seek a reasonable accommodation given
32 her medical condition.

33
34 In the event that the Resident is restricted from overnight call responsibilities prior to
35 and/or after birth by her health care provider due to her medical condition, the Resident
36 may be required to make up these overnight call responsibilities. Every attempt should
37 be made by the Resident to communicate with the Program Director and other
38 Residents about her time away so as to organize call schedules and mitigate any
39 misunderstandings about call and coverage schedules. Other health care needs that
40 may arise during the course of pregnancy will be addressed in accordance with
41 applicable state and federal laws.

42
43 The parties will discuss the effectiveness of this section as an ongoing topic at the
44 Housestaff Advisory Committee.

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46

1 **3. Family and Medical Leave.** Residents may be eligible for family medical leave under
2 the federal Family and Medical Leave Act (FMLA) or state Family Leave Act (RCW
3 49.78). To be eligible, the Resident must have a record of twelve (12) months
4 cumulative State service and have been on duty 1250 hours during the twelve (12)
5 months immediately preceding the family medical leave. A maximum of twelve (12)
6 weeks leave of absence without pay shall be granted in accordance with the reasons
7 designated in the Family and Medical Leave Act (Title 29 U.S.C. 2601 et seq.) Eligible
8 Residents may request a family medical leave of absence without pay not to exceed
9 twelve (12) weeks in a twelve (12) month period. The twelve (12) month period the
10 University uses to count FMLA leave is measured using the rolling twelve (12) month
11 period as established in the FMLA. The leave for childcare must be taken within the first
12 twelve (12) months of birth, adoption or placement. When medically necessary, family
13 medical leave may be taken intermittently or on a reduced leave schedule. Requests for
14 such leave shall, when practical, be made to the Program Director at least thirty (30)
15 days before the leave is to begin.

16
17 These leaves will be unpaid unless the Resident elects to use paid leave to the extent
18 the circumstances meet the requirements for such leave. During this period of leave, the
19 University shall maintain basic insurance benefits for the Resident. The Resident will be
20 responsible for maintaining any optional insurance coverage, other payroll deductions,
21 and insurance co-payments. If the Resident's leave extends beyond the FMLA-covered
22 period, paid leave may be utilized to retain UW-paid benefits eligibility if approved by the
23 GME Office, or the Resident may use a variety of self-pay options outlined on the UW
24 Benefits Office website. FMLA runs concurrently with other leaves that may be either
25 paid or unpaid.

26
27 **4. Civil Leave.** Civil duty leave, or civil leave, is paid leave granted to Residents who
28 are called to serve on jury duty, as trial witnesses, to exercise other subpoenaed civil
29 duties, or to testify in any other proceeding. In addition to regular pay, Residents may
30 retain any compensation received while on approved civil duty leave. At the Resident's
31 request, the Program will provide a letter requesting deferral of jury duty. Residents are
32 not entitled to civil leave for civil legal actions that they initiate or when named as a
33 defendant or respondent in a private legal action that is not directly related to their
34 University appointment.

35
36 **5. Military Leave.** Residents called to active duty in one (1) of the uniformed services of
37 the United States are entitled to 21 paid days (3 weeks) of military leave per year, if
38 appointed at least 50% FTE. In addition, during a period of military conflict, Residents
39 with spouses who are members of United States armed forces, National Guard or
40 reserves are entitled to a total of 15 days of unpaid leave per deployment after the
41 service member has been notified of an impending call to active duty and before
42 deployment, or when the service member is on leave from deployment. A Resident may
43 elect to substitute paid vacation leave for any part of the otherwise unpaid spousal
44 military leave.

45

1 **6. Other Unpaid Leave** At his/her request, a Resident may be granted a leave of
2 absence without pay at the discretion of his/her Program Director.

3
4 **7. Effects of Leave on Board Eligibility.** Every Member Board of the American Board
5 of Medical Specialties, Oral and Maxillofacial Surgery, and Pediatric Dentistry has leave
6 restrictions that differ from those of the University of Washington, and Residents are
7 subject to both sets of policies. Leaves of absence, for any reason, may affect a
8 Resident's eligibility for board certification. Program Directors will inform Residents of
9 their Program's policy on this topic, which specifies the effects of leaves of absence on
10 eligibility for certification by the relevant Member Board. Residents must complete all
11 program requirements related to clinical training, didactics, scholarly activities, and other
12 program curricula. Residents may not accumulate leave time or vacation time to shorten
13 the overall length of training. Should any approved leaves compromise the necessary
14 training time for certification, the Resident will receive additional training sufficient to
15 meet certification requirements. During such additional training, the Resident will
16 continue to receive salary/stipends and benefits at the level of the year of training the
17 Resident is completing. The completion date on the Resident's graduation certificate will
18 reflect the additional training time.

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Article 14: Leave - Professional

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Professional Leave. Residents may receive up to five (5) days of paid Professional Leave to present scholarly work at, or to attend, a professional or scientific meeting, to sit for exams (e.g., USMLE, board certification), to participate in other educational activities outside of their training program, to serve on committees of professional organizations (e.g., AMA, ACGME, CODA), or to participate in professional interviews (including residency, fellowship and job interviews). Additional Professional Leave in excess of five (5) days may be granted at the discretion of the Program Director.

Senior Residents will be given priority in requests for professional leave and programs will make every effort to grant professional leave for fellowship or job interviews. Requests for Professional Leave are subject to prior approval by the Program Director.

Article 15: Leave - Sick

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3 **1. Introduction.** When a Resident is unable to work due to illness or injury and certain
4 criteria are met, certain paid sick leave shall be available. It is in the parties' mutual
5 interest that Residents are both encouraged and supported by their programs and
6 colleagues to not work when acutely ill. The parties acknowledge that there is a shared
7 responsibility of both Faculty and Residents to assure coverage during such absences.
8 Excessive absenteeism may result in corrective action.

9
10 **2. Sick and Health Maintenance Leave.**

11 A. Residents will receive seventeen (17) days (12 weekdays and 5 weekend days)
12 of paid sick and health maintenance leave at the start of each one (1) year
13 appointment period. Sick and health maintenance leave is accrued and rolled
14 over to subsequent training years while the Resident is appointed to a UW GME
15 training program or if appointed within two (2) years of the end of a previous UW
16 GME appointment. Accumulated sick leave credit that is not transferable is not
17 compensable at the completion or expiration of the appointment to the Program.

18
19 B. Residents appointed less than full time but greater than or equal to 50% FTE
20 shall receive sick and health maintenance leave credit on a pro rata basis.

21
22 C. Residents appointed less than 50% FTE will accrue sick leave at a rate of one (1)
23 hour for every forty (40) hours worked).

24
25 **3. Sick leave may be used for the following:**

26
27 A. Personal illness, disability or injury (including illness or disability due to
28 pregnancy), childbirth or to recover from childbirth.

29
30 B. Personal medical, dental, or optical appointments.

- 31 o Given that many appointments do not require an entire duty period be
32 taken off, Programs will make every effort to allow Residents to attend
33 appointments during scheduled duties, with the Resident performing
34 his/her normal duties before and/or after the appointment. The Resident
35 must provide advance notice to their Program Director of any such
36 appointments, and otherwise comply with any applicable Program policy.
37 The goal is to minimize the disruption to patient care and Resident
38 training, while encouraging Residents to avail themselves of appropriate
39 personal health care. The Resident will thus not be absent for the entire
40 duty period during a given twenty four (24) hour period, and in turn, should
41 not be charged a full sick day. Residents who take less than four (4)
42 hours during a given twenty four (24) hour period will be charged a half
43 sick day. Programs may apply their discretion to not charge sick leave for
44 appointments at the very beginning or very end of their working day.

1 Residents who have appointments during a scheduled break need not use
2 their sick and health maintenance leave.

3
4 C. To care for a child (as defined in Family Member below) of the resident who has
5 a health condition that requires treatment or supervision.

6
7 D. To care for the Resident's seriously ill family member or partner.

8
9 E. Absence necessitated by the death of a resident's family member.

10
11 F. To accompany a family member or partner to medical, dental, or optical
12 appointments where the Resident's presence is required. The Resident must
13 make advance arrangements with the Program for such absences.

14
15 G. Condolence or bereavement – see bereavement leave for details. (Article 12)

16
17 H. Accrued sick leave may be used when the employee's child's school or day care
18 has been closed by a public health official for any health related reason.

19
20 I. Parental leave – see parental leave for details. (Article 13)

21
22 **4. Family Member:**

23 Family member is defined as the employee's spouse or same or opposite sex domestic
24 partner, child, parent, grandparent, grandchild, or sibling. Family member also includes
25 individuals in the following relationships with the employee's spouse or domestic
26 partner: child, parent, or grandparent. Child also includes a child of a legal guardian or
27 de facto parent, regardless of age or dependency status and those to whom the
28 employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian
29 or de facto parent. Parent and Parent-in-law also includes de facto parent, foster
30 parent, stepparent, or legal guardian.

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Article 16: Leave - Vacation

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1. Vacation Leave. Residents will receive a minimum of twenty-one (21) days (15 weekdays and 6 weekend days) of paid vacation at the start of each one (1) year appointment period. Any individual Program may increase the number of days of paid vacation for their program or particular postgraduate year(s) of their program, at their discretion. Residents appointed less than full time but greater than or equal to 50% FTE will receive vacation leave credit on a pro rata basis. Residents appointed less than 50% FTE are not eligible to receive and/or use vacation leave. Unused vacation leave shall lapse at the expiration of each appointment period.

2. Vacation Scheduling. All vacation requests must be submitted to the program according to program policy and approved by the Program Director prior to commencement. Additional approval may be required by the head of the clinical service upon which the Resident is rotating, if applicable. Programs will make every effort to honor vacation requests that are made in a timely manner.

Article 17: Management Rights

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3 **Section 1.** Management of the University is vested exclusively in the University,
4 including educational programs and the authority to make all decisions related to
5 managing its programs. Except as expressly provided otherwise in this Agreement, the
6 management rights of the University include, but are not limited to, the right to establish
7 and control the University's programs, resources and priorities; to establish, revise and
8 administer procedures, reasonable rules and regulations; to alter or discontinue existing
9 equipment, facilities, and location of operations; to determine or modify the number,
10 qualifications, scheduling, responsibilities and assignment of Residents; to evaluate and
11 to determine the processes and criteria by which the performance of Residents are
12 evaluated; to establish, maintain, modify or enforce standards of performance, conduct,
13 order and safety; to impose corrective action including to terminate a Resident from a
14 training program; to determine the eligibility and selection criteria of Residents; to
15 determine and assign the training assignments of Residents; to determine Resident
16 schedules and hours within ACGME duty hour limits; to assign work locations; and to
17 take whatever actions are necessary in the event of an emergency.
18

19 **Section 2.** The University has the sole and exclusive authority to make all decisions
20 involving patient care, including the procedures, facilities, and equipment to be used, as
21 well as to determine, establish and change staffing levels and the coverage for each
22 service, shift, and department. All such matters, as well as matters relating to clinical
23 judgment, shall be made at the sole discretion of the University.
24

25 **Section 3.** Except as expressly provided otherwise in this agreement, the University
26 has the sole and exclusive authority to make all decisions involving educational policy;
27 to establish the standards and qualifications for selection and advancement through the
28 Residency program; and to determine the training methods and curricula to be utilized
29 in the Residency programs.
30

31 **Section 4.** The determination of whether duties will be assigned to Residents or other
32 individuals, or reassigned from Residents to other individuals, will be made by the
33 University.
34

35 **Section 5.** For Resident training facilities over which the University does not have sole
36 operational authority, the language in this Agreement will not supersede facility-specific
37 practices. Policies or practices at non-University controlled facilities will be an
38 appropriate topic for discussion with the Housestaff Advisory Committee. The University
39 will work with the operators of these non-University facilities to encourage adoption of
40 practices consistent with this Agreement and recommendations of the Housestaff
41 Advisory Committee.

Article 18: Moonlighting

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3 **1. Definitions.** Internal moonlighting refers to patient care services performed outside
4 the scope of the Approved Training Program but at a UW Medicine or UW Medicine-
5 Affiliated Site.¹ External moonlighting refers to patient care services performed outside
6 the scope of the Approved Training Program at a non-UW Medicine Site, non-UW
7 Medicine Affiliated Site, or site that does not participate in the Resident's Approved
8 Training Program. Note: a "site" may include other facilities owned or operated by the
9 organization. When a Training Program includes one (1) facility in a health system, all
10 facilities and clinics within the health system may be considered part of the "site".¹

11
12 **2. Provisions.** On occasion, UW Medicine or UW Medicine-Affiliated Sites may identify
13 a need for additional clinical coverage in order to ensure patient safety, access and
14 quality of care. The identification of a need for additional clinical coverage that may be
15 appropriate for internal moonlighting and offered as an opportunity to residents is within
16 the sole discretion of UW Medicine. Where such a need is identified and offered as
17 internal moonlighting, or when there is an opportunity to moonlight externally, Residents
18 are permitted to moonlight provided that such practice meets the requirements listed in
19 this article, does not interfere with the responsibilities, duties and assignments of their
20 training program, their availability for duty, or their program performance at the
21 University of Washington. Residents should refer to the GME Resident/Fellow
22 Moonlighting Policy which addresses additional considerations for moonlighting
23 including professional liability coverage. The provisions of this article are designed to (a)
24 protect patient safety, and (b) ensure that the training of Residents within their training
25 program is not compromised. Notwithstanding the foregoing, the University may at its
26 discretion deny approval of any proposed moonlighting activity that in its view may not
27 meet compliance requirements under Medicare program laws and regulations.

28
29 **3. Requirements.** Before a Resident may engage in moonlighting, s/he must submit an
30 application to his/her Program Director (or the Program Director's designee). A Resident
31 is eligible to engage in moonlighting if s/he meets the criteria below. As part of the
32 review and approval of the application, the Program Director has responsibility to
33 determine whether the criteria have been met:

- 34 a. **Training Year:** Per ACGME requirements, the Resident must have
35 completed his/her PGY-1 year of training.
36

¹ At the time of this Agreement, UW Medicine Sites consist of Harborview Medical Center, Northwest Hospital & Medical Center, Valley Medical Center, University of Washington Medical Center, UW Neighborhood Clinics, and Airlift Northwest. At the time of this Agreement, UW Medicine Affiliated sites include Seattle Children's Hospital, VA Puget Sound Healthcare System, Seattle Cancer Care Alliance, Fred Hutchinson Cancer Research Center and Bloodworks Northwest. UW Medicine and UW Medicine Affiliated sites are subject to change over the course of the Agreement.

- 1 b. **Program Performance:** The Resident must be performing at or above
2 average in his/her program as assessed according to the aggregate of the
3 most recent 6 months of Milestones assessments or equivalent assessment
4 results (in programs that do not use the ACGME milestones as a metric), and
5 not be subject to remediation or other disciplinary action (e.g., not be on
6 Focus of Concern or Probation, or subject to other actions including Program
7 Refusal to Certify Board Application, Training Site Actions, modified Clinical
8 Supervision Requirements, Removal from Patient Care Activities, Removal
9 from payroll due to failure to maintain proper immigration status for legal
10 employment as a resident at the University of Washington, Paid precautionary
11 suspension pending investigation, Actions by Non-GME Components of the
12 University, Other violations of the Residency/Fellowship Position Appointment
13 (RFPA), Non-Reappointment, Non-Promotion, Suspension, or Termination for
14 Cause).
- 15
- 16 c. **Licensure:** The Resident must have obtained all required licensure for
17 moonlighting prior to approval, including the appropriate medical or dental
18 license and a paid DEA license, if applicable.
- 19
- 20 d. **Duty Hours:** All residents participating in moonlighting activities must be in
21 compliance with ACGME duty hours limits and the UW GME Institutional Duty
22 Hours Policy. It is impermissible for a Resident to reduce duty hours in his/her
23 training program in order to stay under the limit to then be eligible to engage
24 in moonlighting. Where a rotation regularly requires duty hours up to or close
25 to the limit of 80 hours per week on average, moonlighting during that specific
26 rotation may not be feasible, even if the Resident has otherwise been
27 approved to moonlight within that academic year. Upon request, Program
28 Directors will provide historical work hours data for these rotations. Residents,
29 on a case-by-case basis, may request permission to moonlight on these
30 rotations if work hours are lower than anticipated. Any Resident found to be
31 misrepresenting or underreporting program or any moonlighting hours will not
32 be eligible to participate in any further moonlighting activities and may be
33 subject to additional disciplinary action.
- 34
- 35 e. **Medicare Compliance:** Residents who choose to engage in external
36 moonlighting must perform such activities in compliance with government
37 healthcare program laws and regulations, including regulations regarding
38 payment for physician services under the Medicare program. The University
39 of Washington is not responsible for ensuring that Residents who choose to
40 externally moonlight are in compliance with these laws and regulations
41 despite the fact that an external moonlighting activity may have been
42 approved by the Program Director.
- 43

- 1 f. **Billing restriction for Clinical Services to Patients:** Residents who are
2 permitted to engage in internal moonlighting are generally not authorized to
3 bill or be billed under their own name and billing number. Instead, subject to
4 compliance with the Medicare program teaching physician rules, supervising
5 physicians generally may bill as teaching physicians for clinical care to
6 patients when the internally moonlighting Resident participates in that clinical
7 care. While billing for moonlighting is strictly prohibited at Harborview Medical
8 Center and University of Washington Medical Center, exceptions for particular
9 circumstances involving internal moonlighting at other entities may be
10 permitted by the GME Office on a case-by-case basis. Both internal and
11 external moonlighting are governed by Medicare compliance regulations as
12 noted in this article.
13
- 14 g. **Grant Restrictions:** For AY16-17, if a Resident is funded by any grant
15 mechanism that prohibits clinical activity as a requirement of funding, that
16 Resident will be prohibited from moonlighting during the time s/he is funded
17 by that mechanism. The University will endeavor to inform Residents of any
18 such grant restrictions. Departments will not include language in grant
19 proposals or request language in grant agreements indicating that Residents
20 will be prohibited from moonlighting during the time they are funded by the
21 grant. Beginning AY18, no Resident may be excluded from moonlighting,
22 except by reason of a grant funding restriction that is a requirement of the
23 sponsor. The UWHA or GME may request through the applicable Office of
24 Sponsored Programs (“OSP”) to the sponsor, that grant language prohibiting
25 moonlighting be removed, with such request subject to sponsor approval.
26
- 27 h. **Patient Care:** The site at which external moonlighting is to take place must
28 assess the resident’s competency to perform any clinical services that he/she
29 will be credentialed to perform at that site. Any external moonlighting activity
30 that requires the Resident to assume continuing responsibility for patients is
31 not permitted, as it may interfere with his/her responsibilities at UW Medicine
32 and/or its affiliated hospitals.
33
- 34 i. **Professional Liability Coverage (Malpractice):** The University of
35 Washington provides its Residents with professional liability coverage for
36 work performed at the request of the University at the following UW Medicine
37 and UW Medicine Affiliated sites: Harborview Medical Center, Northwest
38 Hospital & Medical Center, University of Washington Medical Center, UW
39 Neighborhood Clinics, Airlift Northwest, Seattle Cancer Care Alliance, and
40 Bloodworks Northwest. The University’s professional liability coverage does
41 not apply to moonlighting activities at any other site, including all external

1 moonlighting, and it is the Resident's responsibility to obtain professional
2 liability coverage.¹

3
4 j. **Visa Restrictions:** External moonlighting by J-1 visa holders is not permitted
5 under any circumstances. External moonlighting by H-1B visa holders is
6 permitted only if the University representing the site of the proposed
7 moonlighting activities has properly filed a concurrent H-1B petition.

8
9 **4. Decision.** After a Resident submits a GME Moonlighting Request Form, the Program
10 Director (or appropriate designee) shall review the request. If approved, the GME Office
11 will respond with an acceptance or denial as quickly as possible, but not later than
12 within 30 days. If the Program Director determines that a particular Resident does not
13 meet the eligibility criteria described above and should thus not be permitted to
14 moonlight, s/he will provide specific reasons related to the factors listed in this article as
15 to why that Resident should not do so, as well as objective criteria by which the
16 Resident can improve his/her standing in the program, as applicable. Program Directors
17 will not automatically deny moonlighting requests and will evaluate each request based
18 on the individual circumstances and eligibility criteria as defined in Section 3.

19
20 **5. Review.** The decision to deny a moonlighting request under this article may be
21 challenged by the Resident under the grievance procedure of this Agreement. However,
22 the appeal may not be escalated beyond Step 2 of the grievance procedure.

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¹ At the time of this Agreement, Seattle Children's Hospital and the VA Puget Sound Health Care System maintain their own liability coverage programs and in general provide liability coverage for approved moonlighting activities at their respective locations.

Article 19: No Strikes, No Lockouts

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1. The University and the UWHA acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University and medical services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, the University shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the UWHA in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit, and employees shall not engage in any such activity.

2. Should the UWHA or any Resident engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Housestaff Advisory Committee shall immediately meet in a good faith effort to resolve the dispute. This section shall not restrict the ability of the University to discipline employees for engaging in prohibited conduct.

3. Any action of the University in closing its facilities during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

4. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

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Article 20: Non-Discrimination

1. Non-Discrimination. Neither the University nor the UWHA shall discriminate against any employee on the basis of any classification (including but not limited to sexual harassment) protected by the UW's Executive Order No. 31. Bona fide occupational qualifications are not to be considered a violation of this section.

2. Complaints. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office.

1 **Article 21: Professional Development and Licensing**
2

3 **1. Development.** Each Resident is allocated a professional development fund of \$350
4 per year. All programs are encouraged (but not required) to continue providing their
5 Residents with funding that addresses specialty specific needs (e.g. loops, specialty
6 specific memberships, etc.) and that enhance specialty specific Resident development
7 and program reputation (e.g. research grants, specialty specific meetings, etc).
8 Residents may roll over unused Professional Development funds to successive training
9 years up to a total of \$1000.

10
11 This fund is intended to be used for uncovered expenses related to the Resident's
12 professional development during the course of his/her training at the University and may
13 include, but is not limited to, travel, lodging and registration fees to attend non-program
14 supported professional meetings or board preparation courses (in person or online); to
15 purchase study materials (e.g., for USMLE or specialty boards), hard copy or electronic
16 professional reference materials (e.g. textbooks or journals), and medical equipment
17 etc. Residents are encouraged to check the University of Washington Health Sciences
18 Library for the availability of any given book prior to purchasing a digital book.

19
20 **2. Purchase.** The Resident must verify with their Program Director that the activity or
21 item that they wish to purchase is reimbursable under the terms of this Article before
22 they incur the expense. During the Resident's last year of training, all expenses must be
23 submitted at least six (6) months prior to the Resident's completion of the program.

24
25 **3. Reimbursement.** The Resident will submit receipts for approved expenses to their
26 Program Administrator within 30 days of expenditure. The Program will reimburse the
27 Resident within 90 (ninety) days of submission of the receipts.

28
29 **4. License Fees.** Residents require medical licenses in order to perform their jobs.
30 Residents will be completely reimbursed for Washington State Medical license fees,
31 USMLE Step III, and any other required certifications not provided by the residency
32 program (such as ACLS, PALS, etc). For each of these mandatory expenses, residents
33 will submit a request to the GME office and will be reimbursed in full. Residents who
34 moonlight must pay for DEA licensure.
35

Article 22: Progression by Training Year

Training Year: The appointment level of a Resident varies by training year and may vary by training history of an individual Resident. As indicated in the Compensation Article, Residents will be paid according to the training year in which they are participating in the UW training program, and Residents will not necessarily receive credit for prior training in a specialty that is not required for entry into the current program. Residents will receive credit for pay level progression for ACGME-required research training years, and for non-ACGME required research years in General Surgery, Otolaryngology and Urology. However, in some circumstances, Graduate-Year Level or PGY may vary from appointment level. Examples of acceptable variations to these rules are provided below.

General Surgery residency with required research years:

Description	General Surgery Clinical Year 1	General Surgery Clinical Year 2	General Surgery Clinical Year 3	General Surgery Research Year 1	General Surgery Research Year 2	General Surgery Clinical Year 4	General Surgery Clinical Year 5
PG Year	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	PGY7
R Year	R1	R2	R3	R3	R3	R4	R5
Pay Level	R1	R2	R3	R4	R5	R6	R7

Otolaryngology residency with required research years:

Description	Otolaryngology Clinical Year 1	Otolaryngology Clinical Year 2	Otolaryngology Research Year 1	Otolaryngology Research Year 2	Otolaryngology Clinical Year 3	Otolaryngology Clinical Year 4	Otolaryngology Clinical Year 5
PG Year	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	PGY7
R Year	R1	R2	R2	R2	R3	R4	R5
Pay Level	R1	R2	R3	R4	R5	R6	R7

Urology residency with required research year:

Description	Urology Clinical Year 1	Urology Clinical Year 2	Urology Clinical Year 3	Urology Clinical Year 4	Urology Research Year 1	Urology Clinical Year 5
PG Year	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6
R Year	R1	R2	R3	R4	R4	R5
Pay Level	R1	R2	R3	R4	R5	R6

Oral & Maxillofacial Surgery residency with integrated medical school years:

Description	Oral & Maxillofacial Surgery	Medical School Year 3	Medical School Year 4	General Surgery Clinical	Oral & Maxillofacial Surgery	Oral & Maxillofacial Surgery
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	Clinical Year 1			Year 2	Clinical Year 3	Clinical Year 4
PG Year	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6
R Year	R1	n/a	n/a	R2	R3	R4
Pay Level	R1	n/a	n/a	R2	R3	R4

1
2 Partial residency in General Surgery followed by switch to Anesthesiology residency:

Description	General Surgery Year 1	General Surgery Year 2	General Surgery Year 3	Anesthesiology Year 2	Anesthesiology Year 3	Anesthesiology Year 4
PG Year	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6
R Year	R1	R2	R3	R2	R3	R4
Pay Level	R1	R2	R3	R3	R4	R5

4
5 Internal Medicine residency followed by Cardiology fellowship:

Description	Internal Medicine Clinical Year 1	Internal Medicine Clinical Year 2	Internal Medicine Clinical Year 3	Cardiology Research Year 1	Cardiology Research Year 2	Cardiology Clinical Year 1	Cardiology Clinical Year 2
PG Year	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	PGY7
R Year	R1	R2	R3	*	*	R4	R5
Pay Level	R1	R2	R3	*	*	R4*	R5*

7 *Determined by department

8
9 Medicine residency followed by Gap Years followed by fellowship:

Description	Internal Medicine Clinical Year 1	Internal Medicine Clinical Year 2	Internal Medicine Clinical Year 3	Gap Year	Gap Year	Nephrology Clinical Year 1	Nephrology Clinical Year 2
PG Year	PGY1	PGY2	PGY3			PGY4	PGY5
R Year	R1	R2	R3			R4	R5
Pay Level	R1	R2	R3			R4	R5

Article 23: Salary/Stipend

Section 1. Salary/Stipend

Residents will be paid according to the training year in which they are participating in the UW training program¹, and Residents will not necessarily receive credit for prior training in a specialty that is not required for entry into the current program.² Residents in any given level of training will be reimbursed at the same rate regardless of funding source, and there will be no differentials among the various specialty fields.

Residents will receive a step increase upon successful completion of the training year and promotion to the next training level. Residents who are required to complete (a) non-accredited research year(s) during the course of their accredited training will receive a step increase for each year of research and upon reentry into the accredited training program.

Section 1.1 Housestaff Salary/Stipend

Effective in the first pay period after contract ratification, the UW GME Stipend Schedule will be recalibrated with a 3% increase as shown below. Residents will receive a 3% across-the-board increase effective 7/1/17 and 7/1/18.

	R1	R2	R3	R4	R5	R6	R7	R8
AY17	\$54,873	\$57,013	\$59,350	\$61,902	\$64,564	\$67,598	\$71,114	\$75,167
AY18	\$56,519	\$58,723	\$61,131	\$63,759	\$66,501	\$69,626	\$73,247	\$77,422
AY19	\$58,215	\$60,485	\$62,965	\$65,672	\$68,496	\$71,715	\$75,445	\$79,745

Section 1.2 Chief Resident Supplement

A Resident who is appointed a Chief Resident may receive additional salary/stipend supplement during the appointment period in the amount of \$150 per month.

Section 1.3 Home Call Stipend

The parties recognize that Residents who train in certain programs must take call from home and report to these sites within times as short as 20 minutes. Other Residents have Risk or Jeopardy that require reporting to a site on short notice. Over the course of their training program, all Residents must report on short notice at some point. All Residents will receive a stipend annually in recognition of this training obligation. Home call stipend is effective as of academic year 2017. It will be paid as a lump sum in the first month of each academic year, except the first year of this agreement, in which it will be paid in the first pay period following ratification. The amounts of the stipend will be as follows:

AY17 - \$900

¹ Starting training levels may vary for programs with alternative training pathways such as Pain Medicine, Clinical Informatics, Dermatology, Occupational Medicine, Critical Care Medicine, Sleep Medicine, Nuclear Medicine, Child & Adolescent Psychiatry, and Radiology fellowships.

² Residents who have previously completed clinical training experiences deemed relevant to the current training program may be eligible to receive a one-step stipend increase.

1
2 AY18 - \$1150

3
4 AY19 - \$1150

5
6 Nothing in this section will preclude individual programs from offering a higher home
7 call stipend.

8
9 **Section 2. Grant-Funded Stipends**

10 For part of their training period, Residents may be appointed to a position that is funded
11 by a training grant or other source. During this period, Residents will receive a
12 salary/stipend commensurate with the salary/stipend rate established for their training
13 year according to the UW GME Stipend Schedule. For salary/stipend received under
14 certain grants, no income taxes may be withheld. The implications on taxation and
15 benefits may vary as described in the UW GME Stipend & Additional Compensation
16 Policy.

17
18 **Section 3. Federal/State Grants & Contracts**

19 Nothing in this Agreement may violate any provisions of any federal or state grants or
20 contracts.

Article 24: Subordination of Agreement and Authority

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3 **1. Severability.** Should any part hereof or any provision herein contained be rendered
4 or declared invalid by reason of any existing or subsequently enacted legislation or by
5 any decree of a court of competent jurisdiction, such invalidation of such part or
6 provision of this Agreement shall not invalidate the remaining portions hereof; provided,
7 however, upon such invalidation the parties agree immediately to meet and negotiate
8 such parts or provisions affected. The remaining parts or provisions shall remain in full
9 force and effect.

10
11 **2. Authority.** This Agreement is intended to supersede and replace the Residency and
12 Fellowship Position Appointment ("RFPA") agreement on any subjects on which the
13 Agreement and the RFPA conflict. The RFPA will remain in effect as an appointment
14 agreement on subjects not covered by this Agreement. Nothing in this article should be
15 construed to alter the parties' bargaining obligations with respect to changes to
16 mandatory or permissive subjects of bargaining.

17
18 **3. Adherence.** Nothing in this Agreement will be construed to modify or replace any
19 state or national requirements for Resident training or board certification. The parties
20 agree that such state or national requirements are not an appropriate subject for
21 bargaining.
22

Article 25: Transportation

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3 **1. Parking During Normal Business Hours:** Residents will have access to parking at
4 University of Washington Medical Center (UWMC), Harborview Medical Center (HMC),
5 Seattle Children’s Hospital (SCH), the VA Puget Sound Health Care System (VA), and
6 other training sites. Parking at certain training sites will be provided at no charge;
7 otherwise generally applicable rates will apply.

8
9 **2. Changes to Parking Rates.** Changes to daily parking rates cannot occur without
10 notice and opportunity for impact bargaining. If the University makes a change to
11 parking rates or policy that would require Residents to pay a higher rate than other
12 classified staff at the University, the UWHA will be given notice and an opportunity to
13 bargain the decision.

14
15 **3. Parking During Nights and Weekends:** Residents will have access to parking at no
16 charge during nights and weekends at UWMC, HMC, SCH and the VA.

17
18 **4. On-Call Parking:** Residents will have access to parking at no charge when called
19 into the hospital while on home-call. Details of these provisions may be found in the UW
20 GME Parking Policy.

21
22 **5. Second-Site Parking:** Residents who are required to travel to a second training site
23 in the same day in order to attend conferences, education and administrative meetings,
24 or clinic, will be provided with pre-paid parking or will be reimbursed by their program by
25 submitting a receipt for parking at the second site, if parking fees are in effect at both
26 sites.

27
28 **6. Travel Allowance:** Residents typically have no designated primary workplace, travel
29 at irregular hours (when alternative sources of transportation may not be readily
30 available), and may have assigned duties at several sites during the same rotation,
31 thereby incurring related travel costs not incurred by others. In lieu of itemized
32 reimbursement of travel costs, each Resident will receive a \$750 per year travel
33 allowance. This amount will also be provided in full (not prorated) in year one of the
34 contract. Circumstances in which residents are on “travel status” as defined by
35 university policy are not addressed by this travel allowance provision and are handled
36 separately under university travel policies and procedures.

37
38 **7. Shuttles:** Residents are encouraged to use alternative transportation methods
39 including UW Shuttles and Fred Hutchinson Center Shuttles. A list of free shuttles
40 available between University and affiliated institutions and shuttle schedule information
41 is available on the GME website.

42
43 **8. U-PASS:** Residents will have the option of participating in the UW U-PASS program,
44 which provides residents with a variety of low-cost transportation options, including full

1 fare coverage on Metro Transit and other local and regional buses, full fare coverage on
2 light rail, free rides on the NightRide shuttle service (local UW campus locations only),
3 discount on Zipcar car-sharing program, and discounts and special offers at many local
4 businesses.

5
6 **9. Secure Bicycle Storage:** The University will make a good faith effort to provide free,
7 reliable access to secure bike cages at each UW-operated training site to allow safe
8 storage of bicycles at work.

9
10 **10. Bicycle Sustainability:** Residents who bike >80% of a quarter shall receive at the
11 end of the quarter \$25 to apply towards bike maintenance to promote continued safe,
12 reliable bicycle transportation.

13
14 **11. Emergency/Safe Ride Home Program:** If a situation arises where a Resident is
15 unable to safely get home at the end of or during his/her shift due to extreme fatigue,
16 illness or the late hour, the Resident may use the Emergency/Safe Ride Home
17 Program. This program provides transportation to the Resident's place of residence via
18 Uber, Lyft or taxi from an approved training site. The GME Office will reimburse 100% of
19 the fare (which does not include tip) within a reasonable time after receipt submission.

20
21 **12. University Transportation Committee (UTC):** The University and the UWHA
22 Board recognize the unique transportation challenges and limited flexibility of Residents,
23 given the unique duty hours and unpredictability of the Resident schedule. To this end,
24 the University is committed to considering the unique needs of Residents in the context
25 of discussions regarding all modes of transportation used for commuting and University
26 business, and will advocate for solutions that are responsive to those unique needs at
27 the UTC, which is the primary venue for coordination of transportation issues on the
28 Seattle Campus. The UTC will designate one (1) permanent position on the committee
29 to a UWHA-endorsed Resident plus a designated alternate. Their appointment and term
30 will be coordinated by the UWHA.

31
32 **13. UW-UWHA Parking Committee:** The University and the UWHA will assure its
33 commitment to this issue with the formation of a committee for Resident parking to
34 include Resident representation and charged to continue to work for solutions to assure
35 affordable and appropriate access to parking.

36
37 **14. Alternative Transportation Incentive:** The University and the UWHA will assure its
38 commitment to supporting alternative transportation options with the formation of a joint
39 task force to develop a Bike Program. The University will support the mutually agreed
40 upon Bike Program by making available \$50,000 per year. The program will provide free
41 helmets for all Resident bike riders (as defined by the task force), reimbursement for up
42 to \$100 per year in bike maintenance costs, and a free annual memberships to Pronto

1 Cycle Share. The allocation of funds will be made by the parties. The final details of
2 fund distribution will be provided by UWHA to the University each year.

3

4 **15. Notice:** The University agrees to inform the UWHA as soon possible after the
5 University learns of any modifications to parking policies that may affect Residents. At
6 sites operated by the University, the UWHA will have the option to bargain the impacts
7 of any changes to parking policy that will affect Residents.

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Appendix I: Ratification Lump Sum

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In the first pay period following ratification of the 2016-2019 contract, Residents will receive lump sum payments in the following amounts:

- Residents in R-year R1-R5 will receive \$455.
- Residents in R-year R6-R7 will receive \$715.
- Residents in R-year R8 or who Progress at least one training year in accordance with the Progression by Training Year section of this agreement will receive \$1430.

1 **Appendix II: Memorandum of Understanding on Academic Action Review Policy**

2 Between

3 University of Washington

4 And University of Washington Housestaff Association

5
6 **Re: Academic and Professional Conduct Policy**

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8
9 **1.** The UW will conduct a review of the Academic and Professional Conduct Policy
10 during the 2016-2017 academic year. During the review process, the UW will consult
11 with the UWHA to learn of concerns with the existing process and any suggestions for
12 change. The UW Bargaining Team will also forward its recommendation to the UW that
13 the procedures concerning a program's decision to not Certify a Resident for Board
14 Application be modified to a) require at least four months written notice of the decision,
15 and b) to allow such a decision to be a reviewable action under the GME
16 Academic Action Review Procedure. These recommendations do not constitute a
17 guarantee of any change(s) to the policy.

18

1 **Appendix III: Memorandum of Understanding on USMLE Step III Reimbursement**

2 Between

3 The University of Washington and

4 The University of Washington Housestaff Association

5
6 **Regarding: USMLE Step III Reimbursement**

7
8
9 The parties to this agreement are the University of Washington and the University of
10 Washington Housestaff Association. The parties agree as follows.

11
12 **1.** The start date and effective date of the Collective Bargaining Agreement between the
13 parties is 11/1/2016. The terms and conditions of the agreement are effective from that
14 date forward.

15
16 **2.** Members of the UWHA bargaining unit who incurred reimbursable costs for the
17 USMLE Step III and/or Washington State Medical License are eligible for
18 reimbursement pursuant to the collective bargaining agreement if the costs were
19 incurred after 7/1/2016. In order to obtain reimbursement, the employee must submit
20 appropriate proof of payment to his/her department.

21

22

1 **Appendix IV: Memorandum of Understanding on Reimbursement for Washington**
2 **State Medical Licenses**

3 Between

4 The University of Washington and

5 The University of Washington Housestaff Association

6
7 **Regarding: Reimbursement for Washington State Medical Licenses**
8

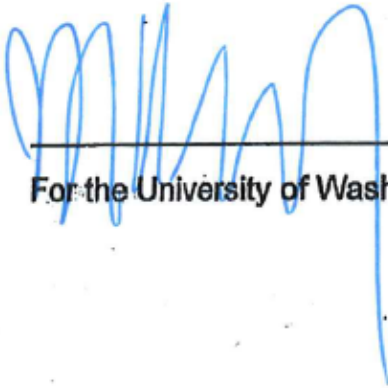
9 The parties to this agreement are the University of Washington and the University of
10 Washington Housestaff Association. The parties agree as follows:

- 11
- 12 1. New residents and fellows who are members of the collective bargaining unit will
13 be reimbursed for the cost of their Washington state medical license, regardless
14 of whether they incurred the expense before or after their initial appointment start
15 date.
 - 16 2. Reimbursement may only be requested by collective bargaining unit members
17 after they are officially employees of the University of Washington, which is on or
18 after their appointment start date.
 - 19 3. Reimbursement will only be available to collective bargaining unit members who
20 obtained required licensure for activities specific to their University of Washington
21 residency or fellowship program.
 - 22 4. This MOU does not apply to current first year residents who are subject to the
23 July 1, 2016 cutoff per our previously negotiated MOU, which is part of the
24 collective bargaining agreement at Appendix III.
- 25
26

Signatories

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____
day of _____, 2016.




For the University of Washington



For the WA Attorney General's Office

as to form



For the UW Housestaff Association

NICHOLAS M. MARK MD
PRESIDENT, UWHA



For the UW School of Medicine

BYRON JOYNER, MD
DIO & VICE DEAN, GME

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