**Article 1: Childcare**

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

2. **UW Children’s Centers.** Four (4) Children's Centers at the University of Washington’s Seattle campus—Children's Centers (UWCC) serve faculty, staff, and students by providing year-round, on-site, infant, toddler, and preschool childcare. The Children’s Center at West Campus serves primarily UW faculty and staff. The Children’s Centers at Radford Court and Laurel Village serve students, faculty and staff at the University, yet give priority to UW students in family housing. The UW Children’s Center at Harborview Medical Center primarily serves those located at Harborview Medical Center, but is available to all UW faculty, staff, and students. Each of these centers has its own waitlist and enrollment policies. Childcare center enrollment eligibility and priority is outlined in Administrative Policy Statement 51.1. Residents can download the wait pool application to add their names to the UWCC wait pool, which covers all four Seattle campus centers, at hr.uw.edu/child-care/uwcc and/or download the wait pool application for the UW Children’s Center at Harborview. [https://hr.uw.edu/child-care/child-care-at-harborview/](https://hr.uw.edu/child-care/child-care-at-harborview/)

3. **Childcare Fund.** Access to the highly desirable, affordable UW Children’s Centers is limited. To reduce the higher financial burden of seeking childcare outside of the University Centers, UW will create a fund to assist in childcare expenses, making available $50,000 per year to a Resident childcare fund, hereafter referred to as the RCF. The UWHA will be responsible for determining eligibility criteria for appropriate distribution based on Resident need. The University will be responsible for distributing these funds no more than twice annually. The eligibility criteria to be utilized by the UWHA will be provided to the University at the beginning of each year.

4. **Offsite Childcare.** UW will contribute an amount equal to the difference in waitlist fees between UW Children’s Centers and other affiliated childcare centers. Other affiliated childcare centers include Bright Horizon childcare centers, or other childcare centers or agencies with which the University may establish a formal relationship. Residents will receive priority access to Bright Horizon and KinderCare childcare centers as detailed at https://hr.uw.edu/child-care/off-site-child-care/, and the priority access enrollment fee will be partially waived.

5. **Back-up and Sick Child Care.** If the University of Washington has an active contract for Back-Up/Sick Child Care Services, Residents shall be able to fully participate. The University shall underwrite the entire daily fee. Residents shall only pay the current vendor registration fee a one-time registration fee of $5 for each child.

6. **Other childcare.** Residents with dependents are eligible to participate in the University’s sick and back-up child care programs as detailed at https://hr.uw.edu/child-
care/backup-and-sick-child-care/, as well as other programs detailed at
https://hr.uw.edu/child-care/nannies-assistance-programs/ and childcare discounts
advertised through The Whole U program.

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

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

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

Agreed To:

For the Union: For the Employer:

[Signature]

Date: 6/5/20

Date: 05/28/20
Article 2: Committee Memberships and Hospital Committee

1.- 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 Quality Metrics and Performance (QMAP)
9. Physician Engagement Team (UW Medicine)
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

2. GMEC and GMEC Policy Subcommittee. The GME Committee (GMEC) and the GMEC Policy Subcommittee, which shall each include the UWHA president (or designee) and have up to a minimum of three (3) peer-selected residents/fellows. Resident members of the Policy Subcommittee do not have to be members of the GMEC.
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 agreed upon mutually by both the UWHA and the respective Committee Chair.

3. All Other Committees. 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 appointed representative member shall be designated to each other committee listed above, with the exception of the.

Substitutions. For all other committees except GMEC, in the event that the UWHA-appointed representative cannot make a committee meeting, a substitute from the UWHA Board may be designated by UWHA, provided 24 hours notice is given to the committee chairperson. Specifically regarding GMEC, the UWHA may appoint one (1) substitute designee each academic year in order to facilitate UWHA board member attendance when the UWHA-appointed representative cannot be there. Additionally, if both the UWHA representative and the substitute cannot attend, another UWHA Board Member may be allowed to attend if mutually agreed upon with the GMEC Chair and greater than 24 hours notice is given.

4. Voting Rights. It is understood that the voting rights of the Resident committee members may vary by committee and may not exist in certain committees. This may vary if mutually agreed upon by both the Resident member(s) and the respective Committee Chair. Resident members appointed to the GME Committee will each have their own vote, and that multiple or alternate Resident members on a committee shall, in general, have one (1) collective vote, except in the case of Resident members of the GME Committee, or when otherwise mutually agreed upon by both the Resident member(s) and the respective Committee Chair.

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

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

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

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

The Employer reserves the right to modify, eliminate, or consolidate any of the above Employer established committees.

7. UWHA and the University agree that Resident representation on University committees is beneficial to all parties. As such, when in compliance with a program's leave policy, all UWHA and peer-appointed resident/fellow committee members shall be granted an excused absence(s) from regular clinical or scholarly duties to attend their respective committee meeting.

Agreed To:

For the Union:  

For the Employer:

Date: 5/27/20  
Date: 05/26/20
Article 3: Definitions

Accredited: Officially recognized and authorized by the ACGME (Accreditation Council for Graduate Medical Education) or the Committee on Dental Accreditation (CODA).

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

Dentist: References to physicians will herein include dentists and references to ACGME will herein include CODA.

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

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

Fellowship: see "subspeciality program."

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

Graduate-Year Level: Refers to a resident's current year of accredited (or non-accredited) GME training. This designation may or may not correspond to the resident's particular year in a program. For example, a resident in pediatric cardiology could be in the first program year of the pediatric cardiology program but in his/her fourth graduate year of GME (including the 3 prior years of pediatrics.) Also referred to as 'post graduate year' or 'PGY.' Graduate-Year Level or PGY may vary from Appointment Level. (for the purpose of this contract, appointment level is defined as the level at which a resident is paid for a specific period of time).

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

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

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

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

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

Resident: Any physician or dentist in an accredited graduate medical education program, including interns, residents, and fellows.

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

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

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

Subspecialty Program: A structured educational experience following completion of a prerequisite specialty program in GME designed to conform to the Program Requirements of a particular subspecialty.
Tentatively Agreed To:

For the Union:

Signature

Date: 4/20/20

For the Employer:

Signature

Date: 4/15/20
Article 4: Disciplinary Action and Just Cause

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.

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Article 5: Dues Deduction, Fair Share, and UWHA Membership

1. Notification. The Employer shall notify employees interviewing for or hired into a bargaining unit position of the UWHA’s status as their exclusive bargaining representative, both when they interview for a position at UW and within thirty (30) days of beginning the Residency program. Introductory documents crafted by the employer regarding the UWHA’s existence will be sent to UWHA annually for comment.

In addition, the UWHA may write an introductory document to be available to candidates on the GME website. This document shall be subject to approval by the Employer. The Employer will also provide a copy of the aforementioned document to programs which may include it in initial interview packets.

2. Listing of Residents. The University shall provide the UWHA with a monthly listing of all Residents with union dues deductions, and a monthly listing of all Residents who terminated their Residency. The University shall provide this information electronically along with their name, PGY, department and start date.

3. Determination of Membership Dues. It shall be the sole responsibility of the UWHA to determine the amount of dues necessary for membership in the UWHA for each academic year and in accordance with the Articles of Incorporation of the UWHA. The amount of the dues shall be provided by the Union in writing each year to the University.

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

5. Dues Deduction. Upon written authorization to the Union by an individual Resident to become a member of the Union and pay membership dues, the University shall provide for payroll deductions of UWHA dues which are uniformly applied to all UWHA members. The Employer will honor the terms and conditions of each employee’s signed membership card upon authorization by the Union.

A. UWHA shall be the keeper of records regarding each employee’s payroll deduction status.

B. The Union shall transmit to the Employer by the cut-off date for each payroll period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction.

B.C. In order to prevent dues from being erroneously deducted from nonmembers, the Employer and UWHA will together do a detailed audit in July of 2020 to ensure that all former members are removed from dues deduction. In the event that the Employer erroneously deducts dues from the paycheck of a nonmember, the employer shall remove nonmembers from dues deduction immediately upon notification from the UWHA.
6. **Remittance of Dues.** The University shall electronically transmit to the UWHA within five (5) work days after each payday all dues deducted for that pay period in those bargaining units for which the UWHA is the exclusive bargaining representative.

7. **Revocation.** An employee may revoke their authorization for payroll deduction of Union dues by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. If an employee contacts the Employer to revoke their authorization for payroll deduction without contacting the UWHA, the Employer will direct the employee to contact the UWHA and will also independently notify the UWHA immediately of the employee’s intentions. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll. This will occur after the Employer receives confirmation from the Union that the dues revocation terms of the employee’s signed membership card have been met.

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

9. **Public Records Requests and Privacy.** Effective immediately, Labor Relations will notify the Union of public records requests for information received by the UW Office of Public Records that directly concern and encompass all UWHA’s members. Notification will be provided in order to allow for a ten (10) day protest period.

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**Article 6: Fringe Benefits**

1. **Resident Orientation.** Residents attending mandatory orientation activities prior to the start of their appointment will be on paid time paid according to their appointment level. The following activities are paid: GME Orientation, program orientation, EHR training and LMS modules.

2. **Professional Liability Coverage.** In accordance with University policy (Board of Regents Governance Standing Orders Chapter 5: Indemnification of University Personnel: https://www.washington.edu/admin/rules/policies/BRG/SOCh5.html), and in compliance with ACGME institutional requirements. Professional liability coverage will be provided by the University of Washington at no cost to the Resident. This insurance will cover the Resident’s good faith performance of his/her assigned duties in the training program, which may also include program-approved volunteer activities and off-site/oversees and global health rotations. The professional liability coverage will not apply to actions, claims or proceedings arising out of acts taken in bad faith.

3. **Wellness and Counseling Services.** Counseling, therapy and referral services for residents and fellows dealing with specific concerns such as stress, anxiety, depression, burnout, relationship issues, grief/loss, and interpersonal conflicts are available for free, and are kept confidential. Referrals to behavioral health services when necessary are also provided. Residents are also encouraged to discuss problems of either a personal or professional nature with their Chief Resident, Program Director, Program Administrator, Division Chief, Department Chair, or with personnel in the GME Office. Residents will make every effort to schedule these sessions at times when their absence will not impact patient care. In accordance with ACGME common program requirements, residents must be given the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours.

4. **Meals.** Beginning July 1, 2020, the Employer will increase meal reimbursement to ten dollars ($10.00) per meal. Programs will maintain their meal policies that exist as of the execution of this agreement. The parties will form a Resident Meals Committee to discuss methods of improving the effectiveness and administrative efficiency of meal reimbursement. Residents on certain shifts or call will receive meals reimbursements as described in the meals policy and RFPA. At the VA, food will be provided in accordance with the meals policy and RFPA. At SCH, meals reimbursements will be provided according to their meals policy. At UWMC-Montlake, UWMC-Northwest, and HMC, through June 30, 2020 meals reimbursements will be reimbursed at seven dollars and fifty cents ($7.50) per meal; beginning July 1, 2020, the Employer will increase meal reimbursement to ten dollars ($10.00) per meal.

(Shuttles section moved to Article 25 Transportation – the parties each maintain their most recent proposals.)

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

6. Pagers and Cell Phones. Residents who are required to have a pager will be provided with one (1) pager by their training program, which must be returned to the program at the completion of training. Replacement costs due to loss are responsibility of the Resident. If the Employer expands the application of the current policy or changes the UW Medicine Mobile Device Use and Allowance Policy to expand eligibility, the UWHA will have the opportunity to bargain.

7. Uniforms and Laundry. Programs that require their Residents wear a physician lab coat will provide these at the beginning of residency and provide access to UW Medicine cleaning services at no cost to the resident. Replacement of coats may be the responsibility of the Resident. Availability of scrubs and laundry services for uniforms will be provided in accordance with the policies and practices of the Resident’s program and existing hospital assignment.

8. Relocation: Programs may approve relocation expense reimbursement consistent with Administrative Policy Statement 34.2.

9. Fitness. Residents will have the same access to exercise equipment as other employees at training sites operated by the Employer. Additionally, residents will have access to exercise equipment at training sites not operated by the Employer in accordance with the policies at those training sites.

Agreed To:

For the Union:  
For the Employer:

[Signature]  
[Signature]

Date: 5/28/20  
Date: 05/28/20
**Article 7: Grievance Procedure**

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

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

3. **Contents.** The written grievance shall include the following information. Failure to include the following information will not delay filing of the grievance or starting the clock for required response and meetings.
   
   a. The date upon which the grievance occurred.
   
   b. The specific Article(s) and Section(s) of the Agreement violated.
   
   c. Specific remedy requested.
   
   d. The grievant(s) name(s).
   
   e. Name and signature of Union representative (Staff or Steward).
   
   f. The nature of the grievance.

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

Consolidation

Grievances arising out of the same set of facts may be consolidated by written agreement.

Grievance Withdrawal. A grievance may be withdrawn by the Union in writing at any time.

4. **Representation.**
   
a. An employee may not file a grievance without the permission of the UWHA. All employees are encouraged to resolve disagreements within their respective programs. Employees may contact the UWHA at any time to begin the grievance
procedure, and the UWHA has sole discretion to determine whether the grievance shall be filed, and the extent to which the grievance shall be pursued.

b. With the permission of the UWHA, an aggrieved party may be accompanied and/or represented by another resident, employee, or legal counsel.

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

Filing and Processing

a. Filing. A grievance must be filed within sixty (60) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the sixty (60) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

X. Retaliation. Under no circumstances will the University tolerate retaliation against a Resident for filing or otherwise exercising the rights of this article. Any Resident who believes that retaliation has occurred against him/her by any member of the University should notify the GME Office immediately.

6. Grievance Process. The following procedure represents the exclusive means for deciding grievances. Both parties agree to undertake the process in good faith and to confer with one another throughout the process. A grievance can start on Step Two if the grievance pertains to a bargaining unit wide issue. The UWHA can unilaterally decide to skip step 1. In addition, upon mutual agreement, step 2 or 3 may be skipped. No resolution that is inconsistent with the terms of this Agreement will be permitted.

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

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

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

B. Step 2. If the grievance is not resolved at Step One, the UWHA may appeal in writing to the GME Office and Labor Relations within fourteen (14) calendar days after receipt of the Step One decision. The GME Office or Labor Relations may designate other appropriate University personnel to act as the University’s representative for the purposes of Step Two.

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

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

C. Step 3 Grievance Committee and Mediation.

If the grievance is not resolved at Step Two, the UWHA may appeal in writing within fourteen (14) calendar days of receipt of the Step Two decision. The Step Two appeal must be filed with the GME Office and the Director of Labor Relations. The Union will indicate on the appeal if they are requesting the Grievance Committee or Mediation.

Committee: If the Union requests the Grievance Committee and the Employer agrees, the GME Office will forward the grievance to the Chair of the Graduate Medical Education Committee (GMEC). The Chair of GMEC and UWHA will appoint a committee.
to hear the grievance as outlined below. The committee will convene within thirty (30) calendar days of the GME Office receipt of the appeal on a mutually agreed upon date. If the Committee meeting cannot be scheduled within sixty (60) days of the GME Office receipt of the appeal due to lack of availability of the participants, either party may forgo the Committee process and submit the grievance to PERC for mediation.

**Composition:** The committee will be composed of current sitting members of the UW GMEC and will include two (2) physician representatives chosen by the Chair of the GMEC and 2 resident members chosen by the UWHA. Faculty and residents of the program(s) involved in the dispute may not be appointed, except in grievances pertaining to the entire membership. An additional representative will be designated by the Director of Labor Relations. The Committee will be chaired by the Associate Dean for Graduate Medical Education or his/her designee. In order to hasten scheduling of this meeting, both the Chair of GMEC and the UWHA are encouraged to select at least four representatives each who could serve, collect availability information, and then decide on the exact members based on ability to schedule the meeting in a timely fashion.

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

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

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

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

The UWHA may choose either the Step Three Committee or mediation, but not both. If the UWHA selects mediation, the University may still opt to forego mediation and instead choose to proceed with the Step Three Committee procedure. The UWHA may not opt to proceed directly from Step Two to Step Four without utilizing the Step Three Committee or mediation.

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

Panel of Arbitrators:

a. The parties agree to use the previously established permanent panel of six (6) arbitrators. The party moving the grievance to arbitration will request a panel of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS).

b. An arbitrator will be selected from the permanent panel by the parties alternately striking names until one remains. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates, either party may elect to go to the whose name was the last to be struck. If no arbitrator can hear the case within sixty (60) calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date. No fewer than thirty (30) days after the receipt of the arbitration request, the parties will select an arbitrator from the provided panel by alternately striking names. A coin flip will determine which party strikes the first name. Arbitration hearings will be scheduled within sixty (60) days of selection of an arbitrator unless there is a mutually agreed upon extension or extraordinary circumstances.

c. The appointment to the panel will be for the life of the Agreement. If an arbitrator decides to remove their name from the panel the parties will meet to decide whether to substitute an additional name(s).

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

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

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

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

g. Each party shall bear its own and is responsible for all fees and expenses in presenting its case, including the costs of its staff representatives, attorneys, experts, witnesses, and all other costs related to the development and presentation of their case.

Agreed To:

For the Union: For the Employer:

________________________________  __________________________________

Date: 6/2/20                      Date: 05/28/20
Article 8: Health and Safety

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, State, and local 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 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.

Tentatively Agreed To:

For the Union: [Signature]  Date: 9/3/19

For the Employer: [Signature]  Date: 9/3/19
Article 9: Housestaff Advisory Committee

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) week’s 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, unless mutually agreed upon, and the Committee will not discuss grievances as defined in this Agreement without mutual 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.

Tentatively Agreed To:

For the Union:  

[Signature]

Date: 9/3/19

For the Employer:  

[Signature]

Date: 9/3/19
Article 10: Leave - Bereavement

Bereavement Leave. In the event of the death of a Resident's family member, a Resident shall be granted **paid bereavement 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 up to two (2) one (1) additional days may be granted** 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.

Tentatively Agreed To:

For the Union: [Signature]

Date: 12/17/19

For the Employer: [Signature]

Date: 12/17/19
Article 11: Leave – Extended WASHINGTON FAMILY MEDICAL LEAVE PROGRAM (PFML)

Washington Family Medical Leave Program effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick leave, vacation leave, and personal holiday.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

For more information about how to apply for PFML and how to use concurrent leave benefits, please refer to https://ap.washington.edu/ahr/policies/leaves/washington-state-paid-family-and-medical-leave-pfml/.

1. 1. Extended Leave. Residents working at training programs outside of the State of Washington who are not eligible for PFML and are not covered by a similar state-paid sick leave programs 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 relevant state’s Washington Physicians Health Program.⁴ Eligible

⁴—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.
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.

Tentatively Agreed To:

For the Union: ____________________________  
Date: 4/19/20

For the Employer: ____________________________  
Date: 4/15/20
1. **Holidays.** Residents may join in the observance of all official holidays recognized by
the training site at which they are assigned at the time of the holiday. *Programs will try to
schedule these days free from responsibilities for Residents,* however, Clinical
responsibilities and educational requirements may necessitate that a resident report for
duty on a holiday. Program Directors will make every effort to fairly distribute required
clinical responsibilities that fall on a holiday amongst Residents over the course of the
training program.

For the purposes of this Article, Seattle Children’s will observe the same holidays as the
University of Washington for Resident work assignments. *The University of Washington
holidays are as follows:*

1. **New Year’s Day**
2. **Martin Luther King Jr. Day**
3. **Presidents Day**
4. **Memorial Day**
5. **Independence Day**
6. **Labor Day**
7. **Veterans Day**
8. **Thanksgiving Day**
9. **Native American Heritage Day**
10. **Christmas Day**

Residents who are not scheduled to work on the above holidays will not be required to
utilize vacation leave any other type of paid time off for the holiday.

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

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

The Program Director can only deny a Resident’s requested day(s) off if the Program
Director determines that the requested time off would impose an undue hardship on the
training site, or the Resident’s presence is necessary to maintain public safety. Undue
hardship is defined in Washington Administrative Code (WAC) 82-56-020. Residents may
be asked to provide verification for their unpaid leave-time off request.
3. Paid Personal Holiday. Residents are entitled to one (1) paid personal holiday per calendar year. Each Resident may select the day on which the employee desires to take the additional personal holiday provided for in this section after consultation with and approval from their Program Director pursuant to applicable state law. Unless requested by the resident, use of the paid personal holiday will not be substituted for other leave types.

If unused in the calendar year, the personal holiday is forfeit, and it is not paid at separation. It is the employee’s responsibility to schedule the personal holiday before December 31st. If before the end of the calendar year the employee requests the use of their personal holiday in accordance with the employer’s leave procedures and the employer denies the request, the employee is entitled to carry over the personal holiday to the next calendar year.

Agreed To:

For the Union:  

For the Employer:  

Date: 06/09/20

Date: 6/8/20
1. Parental Leave. Up to four (4) months of parental leave may be granted to a Resident with a natural newborn, adoptive, or foster child. Parental leave is defined as: up to four (4) months of leave taken after the birth of a child to the resident, spouse or domestic partner, or because of the placement of a child with the resident or domestic partner through adoption or foster care. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by FMLA may only be denied by the Employer due to operational necessity. Extensions beyond six (6) months may be approved by the Employer. The Resident may use a combination of vacation, up to eighteen (18) weeks ten-days of sick leave, personal holiday, and/or leave-without-pay/unpaid time off while on parental leave.

During the period of the parental leave, the University shall maintain basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. Residents may utilize benefits under Washington's Family and Medical Leave (PFML) Program as defined in RCW 50A.04.

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

2. Pregnancy Accommodation. The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders and with the provisions of Washington Administrative Policy Statement 46.7 Reasonable Accommodation of Pregnant Employees. The University and the Union are committed to providing reasonable accommodation to pregnant employees. Pregnant Residents are encouraged to seek needed accommodations to their schedules and work responsibilities during their pregnancy and for two (2) months afterwards. The University will provide training/guidance to Program Directors regarding accommodation for pregnant Residents.

Reasonable accommodations. Pregnant residents may request reasonable accommodations that may include, but not limited to, relief from overnight call, shifts of 24 hours or greater, and work requiring possible exposure to radiation and teratogens (both chemical and infectious). However, the pregnant resident may request any accommodations they choose. A pregnant resident will be granted a request for relief from working shifts of 24 hours or greater during the period of pregnancy. Accommodations, if granted, may take the form of schedule changes, reassignment of work site, or decreased work hours. Residents may be required to make up these responsibilities, however Program Directors are encouraged to guarantee these accommodations without the requirement to make them up after the fact.
How to request accommodations. A pregnant Resident may request an accommodation from the Resident’s Program Director or by contacting the Disability Services Office (DSO). At no point is the resident required to disclose the need for an accommodation or the underlying medical condition to their immediate supervisor or any University representative outside of DSO, or Academic Human Resources (AHR). The Program Director, with or without assistance from the DSO, will make a good faith effort to promptly implement requested accommodations that are determined to be reasonable. Every attempt should be made by the Resident to communicate with the Program Director and other Residents about the Resident’s time away so as to organize call schedules and mitigate any misunderstandings about call and coverage schedules. Residents who initially make accommodation requests through their Program Director are encouraged to contact DSO if there is disagreement or discrepancy regarding requests and accommodations made. The parties may discuss the effectiveness of this section as an ongoing topic at the Housestaff Advisory Committee.

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

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

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

The parties may discuss the effectiveness of this section as an ongoing topic at the Housestaff Advisory Committee.

3. Family and Medical Leave. Residents may be eligible for family medical leave under the federal Family and Medical Leave Act (FMLA) or state Family Leave Act (RCW 49.78). To be eligible, the Resident must have a record of twelve (12) months cumulative State service and have been on-duty 1250 hours during the twelve (12) months immediately preceding the family medical leave. A maximum of twelve (12) weeks leave of absence.
without pay shall be granted in accordance with the reasons designated in the Family and Medical Leave Act (Title 29 U.S.C. 2601 et seq.). Eligible Residents may request a family medical leave of absence without pay not to exceed twelve (12) weeks in a twelve (12) month period. The twelve (12) month period the University uses to count FMLA leave is measured using the rolling twelve (12) month period as established in the FMLA. The leave for childcare must be taken within the first twelve (12) months of birth, adoption or placement. When medically necessary, family medical leave may be taken intermittently or on a reduced leave schedule. Requests for such leave shall, when practical, be made to the Program Director at least thirty (30) days before the leave is to begin. These leaves will be unpaid unless the Resident elects to use paid leave to the extent the circumstances meet the requirements for such leave. During this period of leave, the University shall maintain basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. If the Resident’s leave extends beyond the FMLA-covered period, paid leave may be utilized to retain UW paid benefits eligibility if approved by the CME Office, or the Resident may use a variety of self-pay options outlined on the UW Benefits Office website. FMLA runs concurrently with other leaves that may be either paid or unpaid.

Consistent with the federal Family and Medical Leave Act of 1993, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of leave per year for any combination of the following:

A. parental leave to care for a newborn or newly placed adopted or foster child; or

B. personal medical leave due to the employee’s own serious medical condition that requires the employee’s absence from work; or

C. family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.

D. Family Member is defined as: the employee’s spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee’s spouse or domestic partner: child, parent, and grandparent. “Child” also includes any child residing in the employee’s home through foster care, legal guardianship or custody. Family members include those persons in a “step” relationship.

The amount of family medical leave available to an employee is determined by using a rolling twelve (12) month period. The rolling twelve (12) month period measures FMLA leave availability by “looking backward” from the date an employee begins FMLA leave, adding up any FMLA leave used in the previous twelve (12) months, and subtracting that amount from the employee’s twelve (12) workweek FMLA leave entitlement. The remaining amount is available to the employee.
The University will continue the employee’s existing employer-paid health insurance benefits during the period of leave covered by FMLA. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments and their portion of the health insurance premium. If the Resident’s medical or parental leave extends beyond the FMLA-covered period, paid leave may be utilized to retain UW-paid benefits eligibility if approved by the GME Office, or the Resident may use a variety of self-pay options outlined on the UW Benefits Office website. If necessary, due to continued approved personal medical or parental leave approved beyond the FMLA period, or if the employee is not eligible for FMLA, the employee may elect to use eight (8) hours of accrued applicable paid leave for continuation of employer paid health insurance benefits for the duration of the approved leave of absence. The interspersed paid leave will be applied to the first working day of the month.

FMLA leave may be taken intermittently or as part of a reduced work schedule when medically necessary.

These leaves will be unpaid unless the Resident elects to use paid leave to the extent the circumstances meet the requirements for such sick leave or as required by law.

FMLA may run concurrently with other leaves that may be either paid or unpaid.

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

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

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

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

8. Leave Related to Domestic Violence, Sexual Assault or Stalking. As required by state law, and in accordance with University policy, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, or stalking. Time off may also be granted to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking. The parties will continue to work to promote knowledge of this employee right.

Tentatively Agreed To:

For the Union: [Signature]
Date: 4/20/20

For the Employer: [Signature]
Date: 4/6/20
**Article 14: Leave - Professional**

**Professional Leave.** At the discretion of the Program Director, Residents may receive up to five ten (105) days of paid Professional Leave, per academic year, for professional activities. Examples of professional activities may include presenting scholarly work at, or to attending, a professional or scientific meeting, to sitting for exams (e.g., USMLE, board certification), to participating in other educational activities outside of their training program, to serving on committees of professional organizations (e.g., AMA, ACGME, CODA), or to participating in professional interviews (including residency, fellowship and job interviews). Requests for Professional Leave must be made in accordance with the requirements of the program. Additional Professional Leave in excess of five ten (105) days may be granted at the discretion of the Program Director and must be funded by the program.

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.

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**Tentatively Agreed To:**

For the Union:  

Signature: [Signature]  

Date: 1/7/20

For the Employer:  

Signature: [Signature]  

Date: 1/7/20
Article 15: Leave - Sick

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

2. Sick and Health Maintenance Leave.

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

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

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

3. Sick leave may be used for the following:

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

B. Personal medical, dental, or optical appointments.

   o Given that many appointments do not require an entire duty period be taken off, Residents will must be given the opportunity to attend medical, mental health (including GME Wellness Service appointments), optical, and dental care appointments, including those scheduled during their working hours. Programs will make every effort to allow Residents to attend appointments during scheduled duties, with the Resident performing his/her normal duties before and/or after the appointment. The Resident must provide advance notice to their Program—Directors/supervising attending—of any such appointments, and otherwise comply with any applicable Program policy. The goal is to minimize the disruption to patient care and Resident training, while encouraging Residents to avail themselves of appropriate personal health care. The Resident will thus not be absent for the entire duty period.
during a given twenty-four (24) hour period, and in turn, should not be charged a full sick day. Residents who take less than four (4) hours or less for medical appointments during a given twenty-four (24) hour period will not be charged a half sick day required to utilize sick time off. Programs may apply their discretion to not charge sick leave for appointments at the very beginning or very end of their working day. Residents who have appointments during a scheduled break need not use their sick and health maintenance leave. Unless required as part of an accommodation process or for FMLA approval, residents will not be required to inform their program of the nature of their medical, mental health, dental, and optical appointments including any faculty, administrators, or program directors.

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

D. To care for the Resident’s seriously ill family member or partner.

E. Absence necessitated by the death of a resident’s family member.

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

G. Condolence or bereavement leave is available (see Article 12) and shall be used first for absences necessitated by the death of a resident’s family member. See bereavement leave for details. (Article 12) Sick leave may be used for absences in excess of time available via Bereavement Leave.

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

I. Parental leave as specified in Article 13 Leave – Miscellaneous. See parental leave for details. (Article 13)

4. Family Member:

Family member is defined as the employee’s spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, or sibling. Family member also includes individuals in the following relationships with the employee’s spouse or domestic partner: child, parent, or grandparent. Child also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is “in loco parentis” or “de facto” parent as well as a child of a legal guardian or de facto parent. Parent and Parent-in-law also includes de facto parent, foster parent, stepparent, or legal guardian.
5. GME Wellness

Residents attending appointments with the GME Wellness office shall not be charged sick leave for these appointments.

Tentatively Agreed To:

For the Union: ______________________  For the Employer: ______________________

Date: 6/5/20  Date: 05/28/20

* with section B title change, as discussed
Article 16: Leave - Vacation

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.

Beginning July 1, 2020, Residents will receive a minimum of twenty-four (24) days (18 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.

Beginning July 1, 2021, Residents will receive a minimum of twenty-eight (28) days (20 weekdays and 8 weekend days) of paid vacation at the start of each one (1) year appointment period. 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.

3. Effects of Leave on Board Eligibility. Every Member Board of the American Board of Medical Specialties, Oral and Maxillofacial Surgery, Oral and Maxillofacial Radiology, and Pediatric Dentistry has leave restrictions that differ from those of the University of Washington, and Residents are subject to both sets of policies. Use of vacation leave may affect a Resident’s eligibility for board certification. Program Directors will inform Residents of their Program’s policy on this topic, which specifies the effects of leaves on eligibility for certification by the relevant Member Board. Residents are not entitled to vacation leave that impacts eligibility for certification by the relevant member board.
Residents must complete all program requirements related to clinical training, didactics, scholarly activities, and other program curricula. Residents may not utilize vacation leave to shorten the overall length of training.

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Agreed To:

For the Union:  

For the Employer:  

Date: 06/09/20  

Date: 06/09/20
Article 17: Management Rights

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

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

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

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

Section 5. For Resident training facilities over which the University does not have sole operational authority, the language in this Agreement will not supersede facility-specific practices. Policies or practices at non-University controlled facilities will be an appropriate topic for discussion with the Housestaff Advisory Committee. The University will work with the operators of these non-University facilities to encourage adoption of practices consistent with this Agreement and recommendations of the Housestaff Advisory Committee.
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Article 18: Moonlighting Working Outside of the Training Program

1. Background:
   a. Employee Residents will have an opportunity to participate in work outside of the training program, pursuant to GME Policy (https://www.uwmedicine.org/school-of-medicine/gme/policies-procedures).
   b. Residents are permitted to work outside of the training program, provided that such activity meets the requirements in this article, does not interfere with the responsibilities, duties and assignments of their training program, their availability for duty, or their program performance at the University of Washington.
   c. Work Outside of the Training Program (“Outside Work”) is defined as any voluntary, clinical or non-clinical work that is outside of a trainee’s regularly scheduled program duties, done for additional compensation. Outside work includes (1) Internal Moonlighting, (2) External Moonlighting, (3) Extra Pay for Extra Duty and (4) Additional Non-Clinical Work.
   d. Employee Resident requests to participate in work outside of the training program will be evaluated in the context of the following key principles: (a) protect patient safety, and (b) ensure that the training of Residents within their training program is not compromised.
   e. The University may at its discretion deny approval of any proposed outside work activity that in its view may not meet compliance requirements under ACCGME requirements, state law, federal law and/or Medicare program laws and regulations.

2. Eligibility:
   a. Training Year: Per ACGME requirements, the Resident must have completed his/her their PGY-1 year of training.
   b. Program Performance: The Resident must be meeting the requirements of performing at or above average in their program, as assessed according to the aggregate of the most recent 6 months of Milestones assessments or equivalent assessment results (in programs that do not use the ACGME Milestones as a metric), and not be subject to remediation or other disciplinary action as defined by GME Policy.
   c. Licensure: Residents should refer to the GME Policy on Working Outside of the Training Program for licensure requirements. If otherwise meeting the requirements for moonlighting, programs will grant conditional approval for moonlighting prior to the Resident having obtained all required licensure for moonlighting, including the appropriate medical or dental license and a paid DEA license, if applicable.
**Definitions.** Internal moonlighting refers to patient care services performed outside the scope of the Approved Training Program but at a UW Medicine or UW Medicine-Affiliated Site. External moonlighting refers to patient care services performed outside the scope of the Approved Training Program at a non-UW Medicine Site, non-UW Medicine Affiliated Site, or site that does not participate in the Resident’s Approved Training Program. Note: a “site” may include other facilities owned or operated by the organization. When a Training Program includes one (1) facility in a health system, all facilities and clinics within the health system may be considered part of the “site”.\(^1\)

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

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

- **Training Year:** Per ACGME requirements, the Resident must have completed his/her PGY-1 year of training.
- **Program Performance:** The Resident must be performing at or above average in his/her meeting the requirements of their program as assessed according to the aggregate of the most recent 6 months of Milestones assessments or equivalent assessment results (in

\(^1\)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.
programs that do not use the ACGME milestones as a metric), and not be subject to remediation or other disciplinary action (e.g., not be on Focus of Concern or Probation, or subject to other actions including Program Refusal to Certify Board Application, Training Site Actions, modified Clinical Supervision Requirements, Removal from Patient Care Activities, Removal from payroll due to failure to maintain proper immigration status for legal employment as a resident at the University of Washington, Paid precautionary suspension pending investigation, Actions by Non-GME Components of the University, Other violations of the Residency/Fellowship Position Appointment (RFPA), Non-Reappointment, Non-Promotion, Suspension, or Termination for Cause).

Licensure: The Resident must have obtained all required licensure for moonlighting prior to approval, including the appropriate medical or dental license and a paid DEA license, if applicable.

Duty Hours: All residents participating in moonlighting activities must be in compliance with ACGME duty hours limits and the UW GME Institutional Duty Hours Policy. It is impermissible for a Resident to reduce duty hours in his/her training program in order to stay under the limit to then be eligible to engage in moonlighting. Where a rotation regularly requires duty hours up to or close to the limit of 80 hours per week on average, moonlighting during that specific rotation may not be feasible, even if the Resident has otherwise been approved to moonlight within that academic year. Upon request, Program Directors will provide historical work hours data for these rotations. Residents, on a case-by-case basis, may request permission to moonlight on these rotations if work hours are lower than anticipated. Any Resident found to be misrepresenting or underreporting program or any moonlighting hours will not be eligible to participate in any further moonlighting activities and may be subject to additional disciplinary action.

Medicare Compliance: Residents who choose to engage in external moonlighting must perform such activities in compliance with government healthcare program laws and regulations, including regulations regarding payment for physician services under the Medicare program. The University of Washington is not responsible for ensuring that Residents who choose to externally moonlight are in compliance with these laws and regulations despite the fact that an external moonlighting activity may have been approved by the Program Director.

Billing restriction for Clinical Services to Patients: Residents who are permitted to engage in internal moonlighting are generally not authorized to bill or be billed under their own name and billing number. Instead, subject to compliance with the Medicare program teaching physician rules, supervising physicians generally may bill as teaching physicians for clinical care to patients when the internally moonlighting Resident participates in that clinical care. While billing for moonlighting is strictly prohibited at Harborview Medical Center and University of Washington Medical Center, exceptions for particular circumstances involving internal moonlighting at other entities may be permitted by the GME Office on a case-by-case basis. Both internal and external moonlighting are governed by Medicare compliance regulations as noted in this article.
a. **Grant Funding**: If a resident is funded by any grant mechanism that prohibits clinical activity as a requirement of funding, that resident will be prohibited from moonlighting during the time they are funded by that mechanism. The UWHA or GME may request through the applicable Office of Sponsored Programs (“OSP”) to the sponsor, that grant language prohibiting moonlighting be removed, with such request subject to sponsor approval.

d.

b. **Grant Restrictions**: For AY16-17, if a Resident is funded by any grant mechanism that prohibits clinical activity as a requirement of funding, that Resident will be prohibited from moonlighting during the time s/he is funded by that mechanism. The University will endeavor to inform Residents of any such grant restrictions. Departments will not include language in grant proposals or request language in grant agreements indicating that Residents will be prohibited from moonlighting during the time they are funded by the grant. Beginning AY18, no Resident may be excluded from moonlighting, except by reason of a grant funding restriction that is a requirement of the sponsor. The UWHA or GME may request through the applicable Office of Sponsored Programs (“OSP”) to the sponsor, that grant language prohibiting moonlighting be removed, with such request subject to sponsor approval.

c.

d. **Patient Care**: The site at which external moonlighting is to take place must assess the resident’s competency to perform any clinical services that he/she will be credentialed to perform at that site. Any external moonlighting activity that requires the Resident to assume continuing responsibility for patients is not permitted, as it may interfere with his/her responsibilities at UW Medicine and/or its affiliated hospitals.

e.

f. **Professional Liability Coverage (Malpractice)**: The University of Washington provides its Residents with professional liability coverage for work performed at the request of the University at the following UW Medicine and UW Medicine Affiliated sites: Harborview Medical Center, Northwest Hospital & Medical Center, University of Washington Medical Center, UW Neighborhood Clinics, Airlift Northwest, Seattle Cancer Care Alliance, and Bloodworks Northwest. The University’s professional liability coverage does not apply to moonlighting activities at any other
site, including all external moonlighting, and it is the Resident’s responsibility to obtain professional liability coverage.

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

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

2. Notification: If the Program Director or UW GME determines that a particular Resident does not meet the eligibility criteria described above and should thus not be permitted to moonlight, they will provide to the Resident specific reasons related to the factors listed in this article as to why that Resident should not do so, as well as objective criteria by which the Resident can improve their standing in the program, as applicable. Program Directors and UW GME will not automatically or arbitrarily deny outside work requests and will evaluate each request based on the individual circumstances and eligibility criteria as defined herein.

5. Review. The decision to deny a moonlighting request under this article may be challenged by the Resident under the grievance procedure of this Agreement.

4. 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.
However, the appeal may not be escalated beyond Step 2 of the grievance procedure.

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| For the Employer:     |
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| Date: 06/09/20        |
Article 19: No Strikes, No Lockouts

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.

Agreed To:

For the Union: ____________________ For the Employer: ____________________

Katherine [Signature] Ashley [Signature]

Date: 6/9/20 Date: 06/09/20
Article 20: Non-Discrimination


No employee shall be subjected to discrimination or harassment. Executive Order (EO) No. 31 is the UW policy that applies to discrimination and harassment. EO 31 currently defines discrimination as conduct that treats a person less favorably because of the person's race, color, immigration status, citizenship, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status.

In addition, no employee shall be subjected to discrimination or harassment based on ethnic origin, political affiliation, medical condition, or union activities, including membership thereof.

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.

Residents who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with the GME Office for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO). Employees may also file discrimination, harassment, or retaliation 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.

3. Retaliation.

EO 31 currently prohibits retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or retaliation, or any individual who is perceived to have engaged in any of these actions.
Agreed To:

For the Union:

For the Employer:

Date: 6/9/20

Date: 06/09/20
Article 21: Professional Development and Licensing

1. **Structure.** Residents will receive remuneration to reimburse for costs incurred to obtain a required medical or dental license and in support of professional development as follows:

- Washington-based medical residents: Washington state post-graduate limited license and $350 per academic year in professional development funds
- Idaho-based medical residents: Idaho state medical resident license and $350 per academic year in professional development funds
- Washington-based dental residents: Washington state resident dentist limited license (initial, and subsequently renewal, if applicable) and $350 per academic year in professional development fund, per program policy

Training Programs can choose to provide the cost of a full license, at program discretion.

Residents who reside in the WWAMI region states not listed above will receive this benefit in an amount to be determined in part by the cost of a limited medical license in that state and $350 per academic year in professional development funds, per program policy.

Training programs may determine whether to issue these payments as stipends or to reimburse costs. Reimbursement will be up to the amounts listed above. However, if a program decides to issue these funds as a stipends they will be issued as follows:

- Washington-based medical residents: Washington state post-graduate limited license and $375400 per academic year in professional development funds
- Idaho-based medical residents: Idaho state medical resident license and $375400 per academic year in professional development funds
- Washington-based dental residents: Washington state resident dentist limited license (initial, and subsequently renewal, if applicable) and $375400 per academic year in professional development fund, per program policy

In AY21 residents who have accumulated rollover professional development funds will be paid out the balance of those funds if their program selects the stipend option.

2. **Purpose.** This fund is intended to be used for uncovered expenses related to the Resident’s professional development during the course of his/her training at the University and may include, but is not limited to, travel, lodging and registration fees to attend non-program supported professional meetings or board preparation courses (in person or online); to purchase study materials (e.g., for USMLE, COMLEX or specialty boards), hard copy or electronic professional reference materials (e.g. textbooks or journals), and medical equipment etc. Residents are
Each Resident is allocated a professional development fund of $350 per year. All programs are encouraged (but not required) to continue providing their Residents with funding that addresses specialty specific needs (e.g. loopsloupes, specialty specific memberships, etc.) and that enhance specialty specific Resident development and program reputation (e.g. research grants, specialty specific meetings, etc.). Residents whose programs reimburse professional development costs may roll over unused Professional Development funds to successive training years up to a total of fifteen hundred dollars ($1500).

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

3. Required Certifications. Residents will be completely reimbursed USMLE/COMLEX Step III, and any other required certifications not provided by the residency program (such as ACLS and, PALS). For each of these mandatory expenses, residents will submit a request to their department or program, pursuant to program policy, and will be reimbursed in full. Residents who moonlight must pay for DEA licensure.

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

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

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

For the Union:  

[Signature]

Date: 06/09/20

For the Employer:  

[Signature]  

Date: 06/09/20
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 23*, 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, as well as program required 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. Residents who transfer directly from one UW training program to another UW training program will be appointed to a level no less than one pay level below their prior appointment. Programs may request a one-step stipend increase for transferring residents at their discretion.

General Surgery residency with required research years:

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<th>Description</th>
<th>General Surgery Clinical Year-1</th>
<th>General Surgery Clinical Year-2</th>
<th>General Surgery Clinical Year-3</th>
<th>General Surgery Research Year-1</th>
<th>General Surgery Research Year-2</th>
<th>General Surgery Clinical Year-4</th>
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Otolaryngology residency with required research years:

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Urology residency with required research year:

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<th>Urology Research Year-1</th>
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### Oral & Maxillofacial Surgery-residency with integrated medical school-years:

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<td>n/a</td>
<td>n/a</td>
<td>R2</td>
<td>R3</td>
<td>R4</td>
</tr>
<tr>
<td>Pay-Level</td>
<td>R1</td>
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<td>n/a</td>
<td>R2</td>
<td>R3</td>
<td>R4</td>
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</table>

### Partial-residency in General Surgery followed by switch to Anesthesiology residency:

<table>
<thead>
<tr>
<th>Description</th>
<th>General Surgery Year-1</th>
<th>General Surgery Year-2</th>
<th>General Surgery Year-3</th>
<th>Anesthesiology Year-2</th>
<th>Anesthesiology Year-3</th>
<th>Anesthesiology Year-4</th>
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</thead>
<tbody>
<tr>
<td>PG-Year</td>
<td>PGY1</td>
<td>PGY2</td>
<td>PGY3</td>
<td>PGY4</td>
<td>PGY5</td>
<td>PGY6</td>
</tr>
<tr>
<td>R-Year</td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
<td>R2</td>
<td>R3</td>
<td>R4</td>
</tr>
<tr>
<td>Pay-Level</td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
<td>R3</td>
<td>R4</td>
<td>R5</td>
</tr>
</tbody>
</table>

### Internal Medicine-residency followed by Cardiology-fellowship:

<table>
<thead>
<tr>
<th>Description</th>
<th>Internal Medicine Clinical Year-1</th>
<th>Internal Medicine Clinical Year-2</th>
<th>Internal Medicine Clinical Year-3</th>
<th>Cardiology Research Year-1</th>
<th>Cardiology Research Year-2</th>
<th>Cardiology Clinical Year-1</th>
<th>Cardiology Clinical Year-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG-Year</td>
<td>PGY1</td>
<td>PGY2</td>
<td>PGY3</td>
<td>PGY4</td>
<td>PGY5</td>
<td>PGY6</td>
<td>PGY7</td>
</tr>
<tr>
<td>R-Year</td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
<td>*</td>
<td>*</td>
<td>R4</td>
<td>R5</td>
</tr>
<tr>
<td>Pay-Level</td>
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<td>R2</td>
<td>R3</td>
<td>*</td>
<td>*</td>
<td>R4*</td>
<td>R5*</td>
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</tbody>
</table>

* Determined by department

### Medicine residency followed by Gap Years followed by fellowship:

<table>
<thead>
<tr>
<th>Description</th>
<th>Internal Medicine Clinical Year-1</th>
<th>Internal Medicine Clinical Year-2</th>
<th>Internal Medicine Clinical Year-3</th>
<th>Gap Year</th>
<th>Gap Year</th>
<th>Nephrology Clinical Year-1</th>
<th>Nephrology Clinical Year-2</th>
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</thead>
<tbody>
<tr>
<td>PG-Year</td>
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<td>PGY2</td>
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<td>PGY4</td>
<td>PGY5</td>
<td>PGY4</td>
<td>PGY5</td>
</tr>
<tr>
<td>R-Year</td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
<td>R4</td>
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<td>R4</td>
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</tr>
<tr>
<td>Pay-Level</td>
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<td>R2</td>
<td>R3</td>
<td>R4</td>
<td>R5</td>
<td>R4</td>
<td>R5</td>
</tr>
</tbody>
</table>

*This Article will be moved to Article 23 Salary Stipend*
Tentatively Agreed To:

For the Union:  

[Signature]  

Date:  1/7/20

For the Employer:  

[Signature]  

Date:  1/7/20
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 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 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 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 two percent (2%) increase as shown below. Residents will receive the salary increase no later than the third pay period following ratification. Residents will receive a 3% across-the-board increase effective 7/1/17 and 7/1/18. The table below will be increased by an additional two percent (2%) on July 1, 2020. On July 1, 2021, the table will be increased by an additional one percent (1%).

<table>
<thead>
<tr>
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<th>R1</th>
<th>R2</th>
<th>R3</th>
<th>R4</th>
<th>R5</th>
<th>R6</th>
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<tr>
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<td>$57,013</td>
<td>$59,350</td>
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Beginning July 1, 2020

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<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td>R9</td>
</tr>
<tr>
<td>07-1-20</td>
</tr>
<tr>
<td>07-1-21</td>
</tr>
</tbody>
</table>

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. Beginning July 1, 2020, A Resident who is appointed a Chief Resident will receive additional

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.
salary/stipend supplement during the appointment period in the amount of one hundred seventy-five dollars ($175) 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
- AY18—$1150
- AY19 - $1150
- Beginning July 1, 2020 $2400

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

Section 2. Grant-Funded Stipends

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

Section 3. Federal/State Grants & Contracts

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

Section 4. Beginning July 1, 2020- Travel Allowance: Residents typically have no designated primary workplace, travel at irregular hours (when alternative sources of transportation may not be readily available), and may have assigned duties at several sites during the same rotation, thereby incurring related travel costs not incurred by others. In lieu of itemized reimbursement of travel costs, each Resident will receive a one hundred dollar ($100) per year travel allowance. It will be paid as a lump sum in the first month of the resident’s academic year. Circumstances in which residents are on
“travel status” as defined by University policy are not addressed by this travel allowance provision and are handled separately under university travel policies and procedures.
Article 24: Subordination of Agreement and Authority

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

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

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

Tentatively Agreed To:

For the Union:  
Date: 8/20/19

For the Employer:  
Date: 8/20/19
Article 25: Transportation

1. Parking During Normal Business Hours: Residents will have access to parking at University of Washington Medical Center (UWMC-Montlake and UWMC-Northwest), Harborview Medical Center (HMC), Seattle Children’s Hospital (SCH), the VA Puget Sound Health Care System (VA), and other training sites. Parking at certain training sites will be provided at no charge; otherwise generally applicable rates will apply. Residents shall not be required to pay higher parking rates than other classified staff at the University.

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

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

4. On-Call Parking: Residents will have access to parking at no charge when called into the hospital while on home-call. Details of these provisions may differ by location and can be found on the UW GME Parking Policy website.

5. Second Multiple-Site Parking: Residents who are required to travel to a second training site in the same day in order to attend conferences, education and administrative meetings, clinic or other clinical duties, will be provided with pre-paid parking or will be reimbursed by their program by submitting a receipt for parking at all subsequent sites the second site, if parking fees are in effect at both sites.

6. Travel Allowance: Residents typically have no designated primary workplace, travel at irregular hours (when alternative sources of transportation may not be readily available), and may have assigned duties at several sites during the same rotation, thereby incurring related travel costs not incurred by others. In lieu of itemized reimbursement of travel costs, each Resident will receive a $750 per year travel allowance. This amount will also be provided in full (not prorated) in year one of the contract. Circumstances in which residents are on “travel status” as defined by university policy are not addressed by this travel allowance provision and are handled separately under university travel policies and procedures. This section expires on June 30, 2020. As of July 1, 2020, please see Article 23 for details of the travel allowance.

7. Shuttles: Residents are encouraged to use alternative transportation methods including UW Shuttles and Fred Hutchinson Center Shuttles. A list of free shuttles
available between University and affiliated institutions and shuttle schedule information is available on the GME website. Residents will have free access to UW shuttles including but not limited to Health Sciences Express, Night Ride, South Lake Union, and SCCA shuttles. The routes, schedules, types, and operation of shuttles will be determined by UW and available on the GME website.

Residents will have free access to shuttles provided by the Fred Hutchinson Center and the VA. The routes, schedules, types, and operation of shuttles will be determined by those training sites.

Only Seattle Children’s Hospital (SCH) badges are accepted on SCH shuttles with the exception of travel on the SCH shuttle between E-1 and U-link, which is also permitted by Husky Card.

8. U-PASS: As of July 1, 2020, the Employer will provide residents with a fully-subsidized U-Pass. Activation and maintenance of this benefit are subject to UW Transportation Services requirements. Residents are responsible for ending payroll deductions. Payroll deductions will continue until residents notify Transportation Services via email or visit the office to sign a stop-deduction form. No refunds will be processed. Residents will have the option of participating in the UW U-PASS program, which provides residents with a variety of low-cost transportation options, including full fare coverage on Metro Transit and other local and regional buses, full fare coverage on light rail, free rides on the NightRide shuttle service (local UW campus locations only), discount on Zipcar car-sharing program, and discounts and special offers at many local businesses.

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

10. Bicycle Sustainability: Residents who bike >80% of a quarter shall receive at the end of the quarter $25 to apply towards bike maintenance to promote continued safe, reliable bicycle transportation. This section will expire on June 30, 2020. On July 1, 2020, the Employer will provide residents a fully subsidized U-Pass in accordance with Section 8 of this article.

11. Emergency/Safe Ride Home Program: If a situation arises where a Resident feels unable to safely get home at the end of or during his/her shift due to extreme fatigue, illness, unsafe conditions, or the late hour, the Resident may use the Emergency/Safe Ride Home Program policy. This program provides transportation to the Resident’s place of residence via Uber, Lyft, or taxi from an approved training site and return to the training site to retrieve their vehicle. The GME Office will reimburse 100% of the fare (which does not include tip) within a reasonable time after receipt submission.
12. University Transportation Committee (UTC): The University and the UWHA Board recognize the unique transportation challenges and limited flexibility of Residents, given the unique duty hours and unpredictability of the Resident schedule. To this end, the University is committed to considering the unique needs of Residents in the context of discussions regarding all modes of transportation used for commuting and University business, and will advocate for solutions that are responsive to those unique needs at the UTC, which is the primary venue for coordination of transportation issues on the Seattle Campus. The UTC will designate one (1) permanent position on the committee to a UWHA-endorsed Resident, plus a designated alternate. A substitute may be designated by UWHA provided twenty-four (24) hours notice is given to the committee chairperson. Their appointment and term will be coordinated by the UWHA.

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

14. Alternative Transportation Incentive: The University and the UWHA will assure its commitment to supporting alternative transportation options with the formation of a joint task force to develop a Bike Program. The University will support the mutually agreed upon Bike Program by making available $50,000 per year. The program will provide free helmets for all Resident bike riders (as defined by the task force), reimbursement for up to $100 per year in bike maintenance costs, and a free annual memberships to Pronto Cycle Share. The allocation of funds will be made by the parties. The final details of fund distribution will be provided by UWHA to the University each year. This section will expire on June 30, 2020. On July 1, 2020, the Employer will provide residents a fully subsidized U-Pass in accordance with Section 8 of this article.

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

Away Rotation Reimbursement: residents who are required to travel to away rotations more than 50 miles from their primary work site will be provided or reimbursed for lodging and mileage.
Agreed To:

For the Union:  

[Signature]

Date: 06/09/20

For the Employer:  

[Signature]

Date: 06/09/20
Appendix IV: Memorandum of Understanding on Reimbursement for Washington State Medical Licenses

Between

The University of Washington and
The University of Washington Housestaff Association

Regarding: Reimbursement for Washington State Medical Licenses

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

1. New residents and fellows who are members of the collective bargaining unit will be reimbursed for the cost of their Washington state medical license, regardless of whether they incurred the expense before or after their initial appointment start date.

2. Reimbursement may only be requested by collective bargaining unit members after they are officially employees of the University of Washington, which is on or after their appointment start date.

3. Reimbursement will only be available to collective bargaining unit members who obtained required licensure for activities specific to their University of Washington residency or fellowship program.

4. This MOU does not apply to current first year residents who are subject to the July 1, 2016 cutoff per our previously negotiated MOU, which is part of the collective bargaining agreement at Appendix III.

Tentatively Agreed To:

For the Union: ____________________________  For the Employer: ____________________________

Date: 9/5/19  Date: 9/5/19
Article XX: Duration

This Agreement shall become effective upon ratification and remain in force through June 30, 2022. Provided that if this Agreement expires while negotiations between the parties are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

Either party may request negotiation of a successor Agreement in writing no sooner than July 1, 2021. Should such notice be served, bargaining shall commence at a time agreed upon by the parties no sooner than January 1, 2022.

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<th>Tentatively Agreed To:</th>
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<tr>
<td>For the Union:</td>
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<tr>
<td>[Signature]</td>
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<tr>
<td>Date: 06/09/20</td>
</tr>
<tr>
<td>For the Employer:</td>
</tr>
<tr>
<td>[Signature]</td>
</tr>
<tr>
<td>Date: 06/09/20</td>
</tr>
</tbody>
</table>
Article XX: Union Activities

1. E-mail, Fax Machines, the Internet, and Intranets. The Union and employees covered by this Agreement will not use state-owned or operated e-mail, fax machines, the internet, or internet networks to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union representatives, officers, and stewards may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 7, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. The Union and its union delegates will not use the above referenced equipment in a manner that is prohibited by the Executive Ethics Board.

Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

The Union, its officers, and stewards will not use the above referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

2. Election Notification. By July 1 of each contract year, The Union will provide GME and Labor Relations with an updated list of the newly elected UWHA Executive Board.

3. Staff Representatives.
   a. The Union shall provide written notice to the Employer of any changes in staff representatives within thirty (30) calendar days of the change.
b. Staff representatives or employees of the UWHA will have access at reasonable times to those areas of any UW-affiliated work sites which are open to the general public, for the purpose of investigating disputes and contract compliance. Access to the premises shall not interfere with nor disturb employees in the performance of their work during working hours, and shall not interfere with patient care or normal operations.

c. Staff representatives or employees of the UWHA may access University premises to carry out representational activities. The representative shall notify local management prior to their arrival and shall not interrupt the normal operations of the institution. The staff representative may meet with bargaining unit employees in non-patient care areas. The Union may engage in conversations with employees, so long as an employee does not object and such conversation does not interfere or disturb the operation of the facility or compromise the security of patient health information.

4. Bulletin Boards and Distribution of Union Material. Upon request, space will be made available to the Union on a bulletin board at each UW Medicine site, for the posting of notices and information pertaining to official business of the Union. Materials posted on Union bulletin boards without the signature of a recognized Union officer or representative may be removed. Bulletin board access at non-UW Medicine sites will be made available as determined by the training site.

Agreed To:

For the Union:  

[Signature]

Date: 6/8/20

For the Employer:  

[Signature]

Date: 05/28/20
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON
AND THE UNIVERSITY OF WASHINGTON HOUSESTAFF ASSOCIATION

MOU: 2019-2020 HOME CALL STIPEND

During negotiations for the 2019-2022 successor agreement, the parties reached agreement on the following Home Call Stipend payment:

On July 10, 2020, the Employer will provide each Resident with a six hundred dollar ($600.00) home call stipend payment.

In order to be eligible to receive the stipend payment, an employee must be in pay status in the pay period associated with the distribution and have been appointed in AY20.

This MOU expires upon payment of the lump sum.

Agreed To:

For the Union: For the Employer:

________________________________  __________________________________

Date: 06/09/20                Date: 06/09/20
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON
AND THE UNIVERSITY OF WASHINGTON HOUSESTAFF ASSOCIATION

MOU: RATIFICATION LUMP SUM

During negotiations for the 2019-2022 successor agreement, the parties reached agreement on the following regarding a ratification lump sum payment:

Within sixty (60) days of ratification, on a pay period determined by the Employer, on July 10, 2020, the Employer will provide each Resident with a twelve hundred and fifty dollar ($1,250.00) lump sum payment.

In order to be eligible to receive the lump sum payment, an employee must be in pay status in the pay period associated with the distribution and have been appointed in AY20 still employed by the Employer.

This MOU expires upon payment of the lump sum.

Tentatively Agreed To:

For the Union: For the Employer:

[Signature] [Signature]

Date: 06/09/20 Date: 06/09/20
SIDE LETTER XX: COMMUNICATION

The Parties agree to add the following language to Article 5 Dues Deductions and UWHA Membership during the compilation of the final collective bargaining agreement:

The employer will provide the union with a list of all known non-state operated emails and phone numbers for all incoming bargaining unit members by May of each year, before they start employment.

This side letter will expire upon incorporation of the above language into Article 5 Dues Deductions and UWHA Membership.

Agreed To:

For the Union: For the Employer:

Date: 5/27/20 Date: 05/26/20
SIDE LETTER XX: SCHEDULING

Schedule Release: Yearly block schedules, including identification of months that will have call or jeopardy responsibilities, must be distributed no later than the beginning of the academic year. Exclusive of the first block of the academic year, complete schedules, including specific shifts, call and clinic schedules, and days off, must be provided no later than 30 days in advance of the rotation start date. GME strongly encourages distribution of complete schedules 60 days prior to the rotation start date for those programs with capacity to do so. Last minute changes should be communicated to residents directly and promptly after the release of the schedule, with a notification to the program director and affected faculty.

Agreed To:

For the Union: __________________________  For the Employer: __________________________

[Signature]

Date: 5/27/20  Date: 05/28/20