

## SETTLEMENT AGREEMENT

### Parties and Purpose

The parties in this case, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU 925), and the UNIVERSITY OF WASHINGTON (UW), State of Washington, by and through the undersigned, desiring to fully and finally resolve and settle the Unfair Labor Practice Complaint (ULP) filed with the Public Employment Relations Commission (PERC), PERC Case No. 141275-U-24c, enter into this Agreement under the following terms and conditions:

### Definitions

1. An **Impacted Professional Staff Employee** is an employee who: 1) was employed in a merit eligible job code by UW on September 1, 2024, 2) does not have an event that precludes them from receiving merit under this Agreement, 3) had a performance review completed in the previous 12 months to September 1, 2024, and 4) was precluded from receiving merit in fiscal year 2025 due to collective bargaining.
2. Events that preclude an **Impacted Professional Staff Employee** from receiving merit under this Agreement include:
  - a. Precluded-Retention/In-Grade Adjustment-Received a salary increase as a result of an in-grade adjustment since March 31, 2024.
  - b. Precluded-New UW Hire-Was hired by the UW since March 31, 2024.
  - c. Precluded-Reappointment/Job Change-Had a position review or changed jobs and received a pay increase since March 31, 2024.
  - d. Ineligible-Retire/Resign/Nonrenew-Retirement or resignation date effective prior to September 1, 2024 and termination has been processed in Workday; or will be terminated prior to September 1, 2024.
  - e. Ineligible-Performance Evaluation not Completed-A performance review had not been completed in the previous 12 months to September 1, 2024.
3. **Meritorious**-Reviewed for merit and found meritorious.
4. **Non-Meritorious**-Reviewed for merit and found to be non-meritorious.

### Terms of Agreement

#### A. SEIU 925 AGREES:

1. To withdraw its motion for attorney fees on appeal in PERC case No. 141275-U-24c within 2-business days of the execution of this agreement.

**B. UW AGREES:**

1. To withdraw its appeal in PERC case No. 141275-U-24c within 2-business days of the execution of this agreement.
2. To direct departments to complete the fiscal year 2025 merit process for all **Impacted Professional Staff Employees** who did not participate in the fiscal year 2025 merit process on the basis of being precluded due to collective bargaining.
3. The department that completed the **Impacted Professional Staff Employee's** performance review in the previous 12 months to September 1, 2024 shall determine whether the employee is **Meritorious** or **Non-Meritorious**.
4. The department that designated the **Impacted Professional Staff Employee** as **Meritorious** shall recommend that the employee receive a retroactive pay increase between 0.5% and 10%. The average merit increase across the department making the merit recommendation cannot exceed 3%. Department merit decisions under this agreement should be made as if the decision were made in August 2024 and the employee was included in the original fiscal year 2025 merit process.
5. Department merit recommendations shall be subject to approval by UW Human Resources Compensation Department.
6. After UW Human Resources Compensation Department approves department merit recommendations, UW will notify SEIU 925 the names of **Non-Meritorious Impacted Professional Staff Employees** and the names and the merit award of **Meritorious Impacted Professional Staff Employees**.
7. To award **Meritorious Impacted Professional Staff Employees** a retroactive pay increase between 0.5% to 10%, which shall be effective from September 1, 2024. The retroactive pay increase shall be subject to all applicable and proper deductions, withholdings and mandatory contributions associated with the payment of wages, for the period of September 1, 2024.
8. **Non-Meritorious Impacted Professional Staff Employees** shall not receive a retroactive pay increase effective September 1, 2024.
9. UW's retroactive payment to **Meritorious Impacted Professional Staff Employees** shall constitute compliance with this Agreement.

**C. THE PARTIES FURTHER AGREE:**

1. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties resolution of all disputes that may exist between the parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.
2. This Agreement is not precedent setting and does not establish a practice.
3. To notify UW and the PERC compliance officer in writing, within 30 days following the issuance of UW's retroactive payment to **Meritorious Impacted Professional Staff Employees** of any disputes.
4. UW's designation of an **Impacted Professional Staff Employee** as **Non-Meritorious** shall not be subject to the procedure noted in Paragraph C3.

The undersigned, by their signature, hereby agree to be bound by the terms of this Agreement and acknowledge they have read and understand its terms.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_  
JENNIFER MALLAHAN, Labor Negotiator  
UNIVERSITY OF WASHINGTON

Signed: \_\_\_\_\_

Date: \_\_\_\_\_  
SARAH BRIGHT, Labor Negotiator  
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 925