

## SETTLEMENT AGREEMENT, WAIVER OF CLAIMS, AND RELEASE


The parties to this Settlement Agreement, Waiver of Claims, and Release (hereinafter, "Agreement") are University of Washington Housestaff Association ("the Union"), and the University of Washington and all of its affiliated entities (including, but not limited to, its successors and assignees, and each and every one of its past or present employees, officials, officers, agents, attorneys, representatives or indemnitees, in their individual or official capacities) (jointly defined as "the University").

### Terms of Settlement

- I. By August 1, 2020, the Employer will update the "GME Guidance on Reporting Paid and Unpaid Leave Time for Residents and Fellows," effective July 1, 2020, to include the following:
  - a. Cease the practice of programs coding holidays as vacation and/or sick leave when the resident was not scheduled to work.
  - b. Cease the practice of programs coding weekends as vacation and/or sick leave when the resident was not scheduled to work. This section shall not prevent programs from applying their own leave policies (e.g. requiring vacation days to be used in seven-day blocks).
- II. GME reserves the right to code unused weekend vacation days at the end of each academic year in order to comply with billing and Medicare requirements.
- III. GME will communicate the updated "GME Guidance on Reporting Paid and Unpaid Leave Time for Residents and Fellows" to programs, once finalized.
- IV. The Union agrees that as of the effective date of this Agreement all claims, demands, grievances, rights, causes of action and administrative remedies relating to the Vacation Days grievance (G00080\_UWHA\_Vacation Days\_08092019) filed on August 9, 2019 are satisfied, discharged and settled.
- V. **No Admission.** UWHA and the University agree that by entering this Agreement, the parties are not admitting any fault, liability or wrongdoing with respect to any matter related to the grievance outlined in Sections IV above.

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

  
5/20/20  
UW Official with Programmatic Approval (date)

  
5/20/20  
Danielle Franco-Malone (date)  
Union Counsel

*Ahlee Hater* 05/20/20

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UW Labor Relations (date)