



SCHOOL OF MEDICINE Q&As



Q. If there is an election, will School of Medicine (SOM) faculty be included in the bargaining unit and eligible to vote?

A. At this point, we expect that those SOM faculty who are designated as faculty by the [Faculty Code](#) will be included in the bargaining unit, at least if they receive compensation from the UW. However, in light of the differences in appointments, compensation, and sites of practice of SOM faculty, particularly those with clinical responsibilities, this is a very complicated question. For example, according to a [Washington state law](#) passed in 2002, the bargaining unit must include all faculty members from all schools, colleges and campuses of the employer. However, according to the same law, “clinical employees” are excluded.

The University is currently engaged in an investigation and analysis of this matter. Ultimately, the issue will be determined by the Washington Public Employment Relations Commission (PERC).

Q. If UW faculty choose to be represented by the SEIU, will compensation from all sources be subject to negotiation?

A. For faculty who are included in the bargaining unit, their compensation would be a mandatory subject of bargaining. SOM faculty can receive compensation from the UW, as well as the practice plans (UWP and CUMG) and other sources (e.g., FHCRC and the VA). It is unclear whether non-UW compensation would have to be bargained in faculty-wide negotiations.

Q. How would SOM duties/responsibilities be accounted for in conjunction with other schools?

A. If the UW faculty elect to unionize, there would be lengthy negotiations before any contract could be reached. Some of the discussion would most likely surround where rules could be created that would apply to all schools, and where specific rules needed to be negotiated for each school.

Q. How would a union contract deal with these different institutions and their requirements?

A. Should the UW faculty become unionized, the UW will be navigating uncertain ground. There is simply no precedent for the complications presented by SOM faculty appointments, pay sources and duty locations in Washington State labor relations. Many details remain to be determined by PERC, and there would be no guarantees regarding what provisions a union contract might contain.

SCHOOL OF MEDICINE Q&As *(continued)*

Q. If the SEIU is elected, would it bargain about the non-competition clauses in physician agreements?

A. While this question could ultimately be determined by PERC, we don't think the non-competition clauses are a likely subject of bargaining. The non-compete provisions are in physician agreements with practice plans (UWP and CUMG), not with the University. They are therefore likely to be outside University terms and conditions of employment.

Q. Is striking a possibility?

A. The relevant PERC statute explicitly prohibits faculty from striking:
The right of faculty to engage in any strike is prohibited. RCW 41.76.065
<http://app.leg.wa.gov/RCW/default.aspx?cite=41.76.065>

This means it would be illegal to strike. We have every anticipation that our faculty would comply with the law and know that SOM faculty are dedicated to the safety and health of their patients. As a practical matter, however, we know that strikes sometimes occur even when they are illegal.

Q. If there is a faculty strike, would it be limited to educational services?

A. If there were ever to be an illegal strike, it would be difficult to limit the strike to educational services. Most strikes include picket lines, and a union may fine or discipline a union member who crosses a picket line.