

1 **MEMORANDUM OF AGREEMENT**

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3 Regarding Resident and Fellow Protections and Benefits

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5 Resident Fellow Physician Union – Northwest (“RFPU-NW”), hereby enters into the  
6 following Memorandum of Agreement in response to ongoing health concerns presented by  
7 the COVID-19 virus and UW Medicine Workforce Redeployment plans. This MOA applies  
8 to all employees represented by the RFPU-NW.

9

10 **RECITALS:**

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12 A. The parties share a mutual interest in assuring the health and safety of patients, families,  
13 staff, and the community.

14 B. Residents and Fellows are on the front lines in the delivery of essential health services to  
15 patients during a State of Emergency.

16 C. The decisions of all parties should be informed by UW Medicine Infection Prevention &  
17 Control and Employee Health Programs, Center for Disease Control, World Health  
18 Organization, and other public health agencies.

19 D. The parties wish to work together to take reasonable steps to protect patients, families, and  
20 staff from unnecessary exposure to communicable diseases, including COVID-19.

21 E. This memorandum of understanding does not conflict with nor supersede the bargaining  
22 process completed between the University of Washington and the collective Unions  
23 representing workers employed at the University of Washington. The RFPU-NW stands in and  
24 with full support of our fellow unions.

25

26

27 **AGREEMENT:**

28 **Definitions:**

29 1. Redeployment: Changing schedule, location of work, or adding shifts for a trainee to  
30 meet the needs of the healthcare system during an emergency.

31 2. Trainees: All residents and fellows who are represented by the RFPU-NW.

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33 **Process for redeploying residents and fellows for COVID-19 pandemic**

34

35 1. Emergency categorization is defined by the Accreditation Council for Graduate Medical  
36 Education (ACGME) as a Sponsoring Institution (SI) that has substantial and sustained  
37 disruption of GME operations resulting from the COVID-19 pandemic. The University of  
38 Washington School of Medicine (SOM), as the SI will communicate Emergency  
39 Categorization status to the RFPU-NW when the UW SOM has made the decision to  
40 apply for such categorization and again when that categorization has been approved by  
41 the ACGME. Redeployment is not reliant on emergency categorization.

42 2. Trainees will receive notification of redeployment as early as possible. The UW will  
43 attempt to give trainees a minimum of two days’ notice in advance of redeployment.  
44 Program directors will discuss with individual trainees when they are being placed on the  
45 list of trainees available for redeployment.

46 3. Program directors will work with chief residents as well as trainees to determine a list of  
47 available trainees for redeployment based on minimal disruption to education and  
48 willingness of trainees to participate.

- 1 4. In the instance of redeployment, trainees will have the opportunity to request alternative  
2 scheduling options if they are pregnant, have a disability, have a serious health  
3 condition, or are part of the King County Public Health identified at-risk group.  
4 Alternative scheduling options may include participating in response efforts outside of  
5 direct care for COVID-19 patients. These individuals could be considered for telehealth  
6 visits, order entry, discharge planning, etc., so as to be removed from the direct care of  
7 COVID-19 positive or potentially positive patients.  
8 5. The Employer shall provide appropriate PPE following the UW Medicine's or the  
9 training site's COVID-19 guidelines including triage protocols around scarce resources at  
10 all times.

## 11 **Payment Incentives**

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13  
14 1. Outside Work options will still be available to those who apply and for which it is  
15 appropriate and approved consistent with GME policy and the CBA.  
16 2. Should funds become available for supplemental compensation to front-line healthcare  
17 workers caring for patients with COVID-19, RFPU-NW may request to meet and discuss  
18 additional compensation for residents.  
19

## 20 **Employee Health and Wellbeing**

- 21  
22 1. The employer shall provide appropriate PPE to all health care workers following UW  
23 Medicine's COVID-19 guidelines or the PPE guidelines of the training site at all times.  
24 No employee will be disciplined or retaliated against for requesting PPE that they believe  
25 is needed for their and others' safety. All employees must use hospital issued PPE for  
26 the clinical care of patients following the training site policies and guidelines. In the  
27 event of a shortage of PPE, infection prevention will make recommendations regarding  
28 conservation and other strategies. Requests for use of personal PPE in the setting of a  
29 shortage would require evaluation and approval by infection prevention following UW  
30 Medicine guidelines and regulatory requirements regarding appropriate PPE for the  
31 clinical care of patients. No employee will be forced to work in an environment where  
32 PPE required by the policies and guidelines of the training site cannot be provided.  
33  
34 2. Trainees who are redeployed will have appropriate training in how to don and doff the  
35 PPE following current UW Medicine or training site policies and procedures.

36  
37 Consistent with UW Medicine *Staff Exposure Policy for Covid (EOC Policy*  
38 *#COVID19.TBD Guidance for HCP Exposed to SARS-CoV-2)*, an employee represented  
39 by RFPU-NW who is exposed to COVID-19 will have their exposure be evaluated by  
40 employee health services with the potential need for quarantine based on their  
41 vaccination status, duration and type of exposure. For those requiring quarantine after  
42 exposure at work, the quarantine will be counted as a work exposure and will be  
43 considered administrative leave and will not count against employees' sick or vacation  
44 leave. The exposed employee is required to follow work restrictions and follow-up  
45 procedures, including filing a Workers Compensation claim within 48 hours of receiving a  
46 positive test, as instructed. If an employee is hospitalized or too ill to file, they will receive  
47 paid administrative leave and may postpone filing for Workers' Compensation until they  
48 have recovered. The Employer will make a good faith effort to communicate the  
49 requirement to file for Workers Compensation to employees who test positive.  
50 Assistance in filing a Workers Compensation claim will be provided by the Employer

1 upon request. If the employee fails to follow the procedures as directed, the employee  
2 may become ineligible for the paid administrative leave. Workers' Compensation policies  
3 and provisions may govern the employee's pay status, but at no time shall the  
4 employee's compensation and benefits be decreased as a result of contracting the virus  
5 through their work. If a position's duties can be accomplished from home, the employee  
6 will be allowed to telework during a period of self-isolation.  
7

8 3. An employee who is unable to work due to pregnancy, disability, serious health  
9 condition, or being part of the King County Public Health identified at-risk group may  
10 request an accommodation or leave of absence. Accommodations may include working  
11 from home, such as (but not limited to) research, administrative time, virtual teaching, or  
12 telehealth activities. If a workplace accommodation cannot be granted, the employee  
13 may be granted a medical leave of absence and have access to accrued time off  
14 benefits per UW policy. If the employee's paid time off accruals exhaust during the leave,  
15 the Employee can apply for Unemployment Insurance through the Employment Security  
16 Department. Determinations of eligibility for Unemployment Insurance are made by the  
17 Employment Security Department. In order to maintain health insurance benefits,  
18 Employees not eligible for FMLA will be allowed to work from home for 8 hours per  
19 month until the employee is deemed eligible to return to work by the Employer.  
20

21 4. Employees who are unable to work and either decide to or are placed on leave must  
22 speak with their program director about leave of absence and specialty Board  
23 requirements to be sure all time is accounted for and that the employee has a plan to  
24 satisfy all requirements before graduating.  
25 Program Directors may advocate to the specialty Board on behalf of residents in the  
26 event that COVID-19 interferes with their requirements to take their Boards. The ultimate  
27 decision of resident eligibility for Boards is completely within the jurisdiction of the  
28 specialty Board. In all cases, residents should be aware of their Board requirements by  
29 checking with their program directors and the appropriate specialty Board website.  
30

31 5. An employee who is unable to work due to childcare needs will be eligible for leave as  
32 outlined in the Collective Bargaining Agreement, Article 15, Section 3(G). In the event of  
33 school, daycare, or other closures due to COVID-19, programs are encouraged to work  
34 closely with employees who must provide childcare through alternatives as outlined in  
35 (4) above. If scheduling alternatives for childcare duties cannot be granted, the  
36 employee may be granted a medical leave of absence and have access to accrued time  
37 off benefits per UW policy. If the employee's paid time off accruals exhaust during the  
38 leave, the Employee can apply for Unemployment Insurance through the Employment  
39 Security Department. In order to maintain health insurance benefits, Employees not  
40 eligible for FMLA will be allowed to work from home for 8 hours per month until the  
41 employee is able to secure childcare.  
42

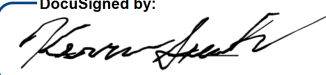
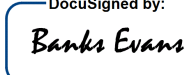
43 6. The Employer will provide all trainees who have been exposed (including treating a  
44 patient who was not confirmed, but later is identified to have COVID-19) with notice of  
45 exposure. The Employer will make a good-faith effort to provide this notice as soon as  
46 possible within Employer knowledge of the diagnosis.  
47

48 7. The Employer will provide the Union with the number of employees who have been  
49 exposed at work to COVID-19 and placed on paid administrative leave monthly.  
50

- 1 8. Nothing in this agreement is intended to prevent employees from accessing other state
- 2 benefits for which they may qualify, including but not limited to unemployment
- 3 compensation insurance, paid family and medical leave, or workers compensation.
- 4
- 5 9. Safe Commute Program: If UW Transportation Services and or UW Medicine parking
- 6 offer free parking to employees in the instance(s) of another surge(s), employees
- 7 represented by RFPU-NW will be eligible for this benefit.
- 8
- 9 10. Vacation Time: In the event of future surge staffing requesting and/or requiring the
- 10 rescindment of approved vacation time, RFPU-NW and the Employer will meet to
- 11 discuss arrangements for employees represented by RFPU-NW whose vacation is
- 12 rescinded.
- 13
- 14 11. Communication. UW GME may continue to conduct town hall virtual meetings with
- 15 trainees where trainees are able to ask questions. RFPU-NW may also request that UW
- 16 GME schedule a town hall virtual meeting.
- 17
- 18 12. PPE training: All residents and fellows will be trained in proper donning and doffing of PPE
- 19 prior to caring for patients with COVID-19 in accordance with UW Medicine policies and
- 20 procedures. In the current clinical context, PPE training is required. PPE training is under
- 21 the aegis of all programs – and the individual responsibility of each resident and fellow – to
- 22 receive adequate and appropriate PPE training prior to redeployment. Programs shall
- 23 ensure that Trainees have the opportunity to receive training prior to redeployment.
- 24
- 25 13. Telehealth: The Employer will approve telehealth visits where appropriate and in
- 26 accordance with UW Medicine policies and under the supervision of faculty.
- 27
- 28 14. Notification: If Residents are redeployed centrally through GME, the GME office will notify
- 29 the Union bi-monthly.

30 **DURATION:**

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32 This agreement shall be effective upon signature and shall continue until July 31, 2022. If the  
33 Employer decides to restart redeployments in response to a COVID relayed patient surge after  
34 July 31, 2022, upon request the parties will discuss reactivation of this agreement.

35 Agreed To:	
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37 For the Union:	37 For the Employer:
38	
39 DocuSigned by:	39 DocuSigned by:
	
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41 Kevin Steehler	41 Banks Evans
42 Date: 11/16/2021	42 Date: 11/15/2021