

MEMORANDUM OF AGREEMENT

SEIU 925, 1199NW, WSNA, WFSE and University of Washington hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus. This MOU applies to employees designated as exempt under FFCRA and employed at one of the UW medical centers (Harborview, UWMC-Montlake, UWMC-Northwest to include Clinics).

RECITALS:

- A. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff, students, and the community.
- B. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need and all employees are being asked to stem the spread of the COVID-19 virus in healthcare and campus environments.
- C. The decisions of all parties should be guided by the World Health Organization, Center for Disease Control, Washington State Department of Health, and other public health agencies.
- D. The parties wish to work together to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases including COVID-19.

AGREEMENT:

1. Administrative Leave

- a. If an employee is not permitted to work due to exposure of COVID-19 during the course of their work, and they test positive for COVID-19, they will be paid administrative leave for the entirety of their absence. The leave will not be charged against the employee's paid time off balance.
- b. If an asymptomatic employee is not permitted to work due to exposure of COVID-19 during the course of their work, and they test negative for COVID-19, they will be paid administrative leave through the testing period.

The exposed employee is required to follow work restrictions and follow-up procedures, including filing a Workers Compensation claim within 48 hours of receiving a positive test, as instructed. The Employer will make a good faith effort to communicate the requirement to file for Workers Compensation to employees who test positive. Assistance in filling a Workers Compensation claim will be provided by the Employer upon request. If the employee fails to follow the procedures as directed, the employee may become ineligible for the paid administrative leave. Workers' Compensation policies and provisions may govern the employee's pay status, but at no time shall the employee's compensation and benefits be decreased as a result contracting the virus

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through their work. If a position's duties can be accomplished from home, the employee will be allowed to telework during a period of self-isolation.

2. A University of Washington employee who is unable to work as a result of exposure of COVID-19 outside the course of their work, may use sick, vacation or other time off balances during a physician-directed period of self-isolation. Supervisors should work with UWHR if there are concerns about an employee's time off balance to ensure the employee will have no loss in health benefits until the employee is released from quarantine and able to return to work. If a position's duties can be accomplished from home, the employee will be allowed to telework during a physician-directed period of self-isolation.

3. The University will follow all guidance and procedures identified by the Washington Department of Labor & Industries regarding health care workers and work-related COVID worker's compensation claims.

<https://lni.wa.gov/agency/outreach/workers-compensation-coverage-and-coronavirus-covid-19-common-questions>

4. In accordance with Public Health – Seattle & King County guidance, the Employer is encouraging supervisors to provide telework options to employees, including student employees, whose job duties can be performed remotely without hampering operations.

5. The employers shall provide appropriate PPE to all health care workers following the UW Medicine's COVID-19 guidelines including triage protocols around scarce resources at all times. No employee will be disciplined or retaliated against for advocating for PPE that they believe is needed for their and others' safety.

6. The Employer will provide notice as soon as possible to any employee that may have had at work exposure to COVID-19.

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

a. An employee who is unable to work due to disability, serious health condition, or being part of the King County Public Health identified at-risk group may request an accommodation or leave of absence. If a workplace accommodation cannot be granted, the employee may be granted a medical leave of absence and have access to accrued time off benefits per UW policy. If the employee's paid time off accruals exhaust during the leave, the Employee can apply for Unemployment Insurance through the Employment Security Department. In order to maintain health insurance benefits, Employees not eligible for FMLA will be allowed to work from home for 8 hours per month until the employee is deemed eligible to return to work by the Employer.

b. An employee may also access shared leave, if eligible, or apply for PFM or Unemployment Insurance through the Employment Security Department.

8. When possible, telework or alternative assignments may be provided as an accommodation for an employee who is in an at-risk group identified by King County Public Health guidelines.

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9. This agreement shall be effective May 15, 2020 and shall continue until the end of the officially declared State of Emergency (local and/or state) or as long as the public health guidance remain the same after the end of the declared State of Emergency. Nothing in this agreement is a waiver by the parties to bargain the impacts to future working conditions related to COVID19.

DocuSigned by:
Ed Zercher
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For (Union)

Kristi Deavena

For (Employer)

2/9/2021

Date

5/12/2020

Date