

50 handle and process exemption documentation. All information disclosed to the Employer in
51 the exemption process will be kept confidential. This information will only be accessed by
52 the Employer on a need-to-know basis.

53

54 **2. Accommodations for medical or religious exemptions**

55 a. Workers who are approved for a medical or religious exemption will automatically proceed
56 to the accommodation process. The Employer will conduct a diligent review and search for
57 possible accommodations. Workers requesting accommodation must cooperate with the
58 Employer in discussing the need for and possible form of any accommodation.

59

60 b. UW is committed to proactively communicating COVID-19 related information to promote
61 evidence-based COVID-19 vaccine competency.

62 i. The University will be reaching out to workers who are non-compliant with the
63 mandate detailing the COVID-19 vaccine policy as well as deadlines to receive the
64 vaccines to be fully inoculated, the process and links for requesting a medical or
65 religious exemption.

66 ii. Upon request, UW will provide communications in workers' preferred languages,
67 and comply with any additional translation requests, as possible.

68

69 c. The University agrees to follow all policies and contract language regarding discrimination
70 throughout the process.

71

72 d. Consistent with current practice, all information disclosed to the Employer during the
73 accommodation process will be kept confidential. This information will only be accessed by
74 the Employer on a need-to-know basis.

75

76 e. Upon request, a worker will be provided a copy of their accommodation information that is
77 maintained by the Employer.

78

79 f. The Employer will determine whether a worker is eligible for an accommodation and the
80 final form of any accommodation to be provided. The Employer will attempt to
81 accommodate the worker in their current position prior to looking at accommodations in
82 alternative vacant positions.

83

84 g. In the event that an accommodation is not available for a worker with an approved medical
85 or religious exemption, they will be subject to non-disciplinary separation.

86

87 **3. Vaccine access and education**

88 a. The Employer will provide on-site COVID-19 vaccinations. The Employer shall
89 provide workers with up to two (2) hours of paid release time to receive a
90 COVID-19 vaccination(s) and/or booster shot. Workers agree to provide as
91 much notice as is practicable when requesting such release time. Upon request,
92 workers who used accrued leave to receive their vaccination shall have that
93 time, up to two (2) hours, reimbursed to their leave balance.

94

95 b. Workers who have difficulty accessing vaccinations, due to their remote location
96 or other circumstance, will inform their supervisor or HR representative as soon
97 as possible. The Employer will assist in identifying vaccination sites with
98 available appointments upon request.

99

- 100 c. UW will provide worker vaccination rate data to the Union no later than
101 September 30, 2021 and will provide updated reports as they are generated, per
102 pay period at a minimum. This data will be provided in excel format and broken
103 down by department as applicable. The Union and the Employer will use this
104 data to partner in targeting locations for vaccination education and vaccination
105 access.
106
- 107 d. UW will provide translation and/or interpretation support for workers whose
108 primary language is not English when possible.
109

110 4. **Paid leave**

- 111 a. The UW will follow the applicable MOUs and policies related to administrative leave for
112 COVID-19.
113
- 114 b. If a worker misses work due to side effects of the COVID-19 vaccine, the Employer will
115 permit them to take sick time off for the missed hours of work.
116
- 117 c. If the worker's accrued sick leave is at risk of falling under forty (40) hours, they may
118 request shared leave if they are required to isolate or quarantine and the employer if
119 unable to accommodate an alternative work assignment.
120
- 121 d. Should a holiday occur while a worker is recovering from the side effects caused by the
122 mandated COVID-19 vaccine, the worker will receive holiday pay as long as they are in
123 paid status for at least 4 hours on the last paid work day prior to the holiday per current
124 practice.
125

126 5. **Workplace Safety**

- 127 a. In accordance with current mandates, DOH, L&I, and CDC as well as federal, state and/or
128 local guidelines:
129 i. Worker and visitor masking will be required as outlined by UW Medicine Face
130 Covering Policy or UW policy.
131 ii. symptom screenings will continue in accordance with UW Medicine or campus
132 guidelines.
133
- 134 b. If the employer requires a worker to get a Covid-19 test as a part of an accommodation, it
135 shall be done on the Employer's time and expense, if you live/work in the local
136 Tacoma/Bothell/Seattle area.
137

138 6. **Workplace Conditions**

- 139 a. Any emergency contracting out due to short staffing as result of this mandate will
140 supplement and not supplant bargaining unit positions.
141

142 7. **Conditions of Employment**

- 143 a. If a worker is not fully vaccinated by October 18, 2021 and has officially submitted
144 retirement paperwork, the worker may use vacation/comp time/holiday accrued leave or
145 unpaid leave until their retirement date. Retirement paperwork should be submitted no
146 later than October 18, 2021 or within 48 hours of receiving a denial of exemption request
147 or accommodation. This provision expires on December 31, 2021. The use of accrued
148 leave shall be subject to the definitions and provisions contained in the collective
149 bargaining agreement.

- 150
- 151 b. If a worker has initiated their exemption request by September 24, 2021 and cooperates
- 152 with the process, and the exemption is still being reviewed on October 18, 2021, the
- 153 worker will suffer no loss in pay until the exemption decision is provided. If a worker's
- 154 exemption request has been approved but an accommodation has not been identified, the
- 155 worker may use a combination of paid leave and unpaid leave after October 18th. If the
- 156 exemption request is denied or an accommodation is not available, the worker may use a
- 157 combination of paid leave and unpaid leave for up to 45 days to become fully vaccinated.
- 158 Failure to provide proof of beginning the process of becoming fully-vaccinated within ten
- 159 (10) calendar days of denial will result in non-disciplinary separation. Failure to provide
- 160 proof of full vaccination within the 45-day period will result in non-disciplinary separation.
- 161
- 162 c. If a worker receives the first dose of the vaccination late and fails to become fully
- 163 vaccinated by October 18, 2021, the worker may use unpaid leave for up to thirty (30)
- 164 calendar days to become fully vaccinated and retains the right to return to their previous
- 165 position or a vacant position in the same job class at their work location provided the
- 166 worker has become fully vaccinated and the employer has not permanently filled their
- 167 previous position. This provision expires on November 17, 2021.
- 168
- 169 d. If a worker has not initiated an exemption request and fails to provide proof of vaccination
- 170 by October 18, 2021, the worker will be subject to non-disciplinary separation. Workers
- 171 who are subject to non-disciplinary separation shall be eligible for state employment upon
- 172 becoming fully vaccinated.
- 173
- 174 e. The Employer will post vacated positions as soon as possible when a termination of any
- 175 worker as a result of non-adherence to the vaccine mandate (occurs in order to ensure
- 176 that staffing levels do not fall below what the patient census requires). The Employer
- 177 commits to make every effort to staff to agreed-upon staffing levels, staffing plans, and
- 178 matrices. The Employer will continue to offer referral and hiring bonuses, as currently
- 179 exist, in order to quickly fill vacancies.
- 180
- 181 f. If a member is terminated and a grievance is filed, the grievance will be expedited by both
- 182 parties for hearing and resolution.
- 183
- 184 g. Workers who are terminated shall be eligible for rehire upon becoming fully vaccinated or
- 185 upon submitting an approved exemption.
- 186

187 No agreements made within this Memorandum of Understanding are meant to alter any other
188 term or condition included in the Collective Bargaining Agreement(s) beyond any specific
189 agreement entered into here. This is a non-precedent setting agreement. Nothing in this
190 agreement prevents the parties from entering into negotiations about additional and unforeseen
191 impacts of the COVID-19 pandemic.

192 The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual
193 agreement.
194

Tentatively Agreed To:

For the Union:

DocuSigned by:

Richard Becker

887C0FF5A155992
Date: 9/30/2021

For the Employer:

DocuSigned by:

Kristi Aravena

255B6C781C0728E
Date: 9/28/2021