

**MOU: COVID-19 Vaccination Mandate**

As a result of WA Proclamation 21-14 issued on August 9, 2021, which mandates healthcare workers in the State of Washington to be fully vaccinated against COVID-19 by October 18, 2021 as a condition of employment, UW Medicine at UW Medical Center – Northwest and Clinics, Harborview Medical Center, Airlift NW (Employer) and SEIU Healthcare 1199NW (Union) have entered into the following non-precedent setting agreements.

In recognition of the above, the parties agree to the following:

All workers will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this agreement. The definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment, if requested, and bargain the impacts in good faith to achieve the health and safety goal.

**1. Exemption process**

- a. The Employer will provide workers with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately to Agency systems or secured network drives with an email notice to all staff.
- b. Workers will submit their exemption form, in writing, as soon as possible if they wish to request a medical or religious exemption. UW will request and the union encourages workers to submit completed necessary materials no later than September 24, 2021 to allow for the best chance of their requests being processed in time. However, to the extent that requests are received after that date, the UW will continue with processing requests received up to October 18, 2021.
- c. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
- d. Workers whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021 or be subject to non-disciplinary separation (unless reflected in the extension process below).
- e. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. All information disclosed to the Employer in the exemption process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.

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

- a. Workers who are approved for a medical or religious exemption will automatically proceed to the accommodation process. The Employer will conduct a diligent review and search for possible accommodations. Workers requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. When an accommodation requires a meeting, the worker may have a delegate present for the conversation as long as it does not delay the process.

- 51 b. UW is committed to proactively communicating COVID-19 related information to promote  
52 evidence-based COVID-19 vaccine competency.
  - 53 i. Human Resources and Director (or equivalent) or Unit Heads will be reaching out  
54 to medical center staff who are non-compliant with the mandate detailing the  
55 COVID-19 vaccine policy as well as deadlines to receive the vaccines to be fully  
56 inoculated, the process and links for requesting a medical or religious exemption.
  - 57 ii. Upon request, management will provide communications in workers' preferred  
58 languages, and comply with any additional translation requests, as possible.
- 59
- 60 c. The University agrees to follow all policies and contract language regarding discrimination  
61 throughout the process.
- 62
- 63 d. Consistent with current practice, all information disclosed to the Employer during the  
64 accommodation process will be kept confidential. This information will only be accessed by  
65 the Employer on a need-to-know basis.
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- 67 e. Upon request, a worker will be provided a copy of their accommodation information that is  
68 maintained by the Employer.
- 69
- 70 f. The Employer will determine whether a worker is eligible for an accommodation and the  
71 final form of any accommodation to be provided. The Employer will attempt to  
72 accommodate the worker in their current position prior to looking at accommodations in  
73 alternative vacant positions.
  - 74
  - 75 i. The Employer will provide all determinations regarding exemptions and  
76 accommodations in writing over email and a mailed letter to those who are on  
77 FMLA, L&I, or other protected leaves of absence. In the event someone has  
78 contracted COVID-19 at work and is within the waiting period to be vaccinated, the  
79 worker will be placed on paid administrative leave until such time they are fully  
80 vaccinated and can return to work, be provided with an alternative work  
81 assignment, or be provided a reasonable accommodation in their current work  
82 assignment, as determined by the Employer. If an employee is placed on paid  
83 administrative leave they must comply with the requirement to submit a Worker's  
84 Compensation claim within 48 hours of receiving the temporary medical  
85 accommodation.
- 86
- 87 g. In the event that an accommodation is not available for a worker with an approved medical  
88 or religious exemption, they will be subject to non-disciplinary separation.
- 89

90 **3. Vaccine access and education**

- 91 a. The Employer will provide on-site COVID-19 vaccinations for all workers. The  
92 Employer shall provide workers with up to two (2) hours of paid release time to  
93 receive a COVID-19 vaccination(s) and/or booster shot. Managers may grant  
94 additional release time as appropriate and reasonable (e.g., travel distance is  
95 great, wait times and lines were lengthy). Employees may be asked to provide  
96 proof of appointment when making the request and/or proof of vaccination  
97 following the appointment. Workers agree to provide as much notice as is  
98 practicable when requesting such release time. Upon request, workers who  
99 used accrued leave to receive their vaccination shall have that time, up to two  
100 (2) hours, reimbursed to their leave balance.

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- 102 b. Workers who have difficulty accessing vaccinations, due to their remote location
- 103 or other circumstance, will inform their supervisor or HR representative as soon
- 104 as possible. The Employer will assist in identifying vaccination sites with
- 105 available appointments upon request.
- 106
- 107 c. UW will provide worker vaccination rate data to the Union no later than
- 108 September 30, 2021 and will provide updated reports as they are generated, per
- 109 pay period at a minimum. This data will be provided in excel format and broken
- 110 down by department as applicable. The Union and the Employer will use this
- 111 data to partner in targeting locations for vaccination education and vaccination
- 112 access.
- 113
- 114 d. UW will provide the number of exemptions and accommodations requested and
- 115 the number of exemptions and accommodations approved on a bi-weekly basis
- 116 through November 30, 2021, from the bargaining unit of SEIU Healthcare
- 117 1199NW. Upon request, the parties will meet to discuss the information.
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- 119

120 **4. Paid leave**

- 121 a. The UW will follow the applicable MOUs and policies related to administrative leave for
- 122 COVID-19.
- 123
- 124 b. If a worker misses work due to side effects of the COVID-19 vaccine, the Employer will
- 125 permit them to take sick time off for the missed hours of work.
- 126
- 127 c. If the worker's accrued sick leave is at risk of falling under forty (40) hours, they may
- 128 request shared leave from the shared leave bank if they are required to isolate or
- 129 quarantine and the employer if unable to accommodate an alternative work assignment.
- 130
- 131 d. Should a holiday occur while a worker is recovering from the side effects caused by the
- 132 mandated COVID-19 vaccine, the worker will receive holiday pay as long as they are in
- 133 paid status for at least 4 hours on the last paid work day prior to the holiday per current
- 134 practice.
- 135

136 **5. Workplace Safety**

- 137 a. In accordance with current mandates, DOH, L&I, and CDC as well as federal, state and/or
- 138 local guidelines:
  - 139 i. Worker and visitor masking will be required as outlined by UW Medicine Face
  - 140 Covering Policy.
  - 141 ii. symptom screenings will continue in accordance with UW Medicine guidelines.
  - 142
- 143 b. If the employer requires a worker to get a Covid-19 test as a part of an accommodation, it
- 144 shall be done on the Employer's time and expense.
- 145

146 **6. Workplace Conditions**

- 147 a. Any emergency contracting out due to short staffing as result of this mandate will
- 148 supplement and not supplant bargaining unit positions.
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150 **7. Conditions of Employment**

- 151 a. If a worker is not fully vaccinated by October 18, 2021 and has officially submitted  
152 retirement paperwork, the worker may use vacation/comp time/holiday accrued leave or  
153 leave without pay until their retirement date. This provision expires on December 31, 2021.  
154 The use of accrued leave shall be subject to the definitions and provisions contained in the  
155 collective bargaining agreement.  
156
- 157 b. If a worker has initiated their exemption request by September 24, 2021 and cooperates  
158 with the process, and the exemption is still being reviewed on October 18, 2021, the  
159 worker will suffer no loss in pay until the exemption decision is provided. If a worker's  
160 exemption request has been approved but an accommodation has not been identified, the  
161 worker may use a combination of annual leave and leave without pay after October 18<sup>th</sup>. If  
162 the exemption request is denied or an accommodation is not available, the worker may use  
163 a combination of vacation/comp/holiday leave and leave without pay for up to 45 days to  
164 become fully vaccinated. Failure to provide proof of beginning the process of becoming  
165 fully-vaccinated within ten (10) calendar days of denial will result in non-disciplinary  
166 separation. Failure to provide proof of full vaccination within the 45-day period will result in  
167 non-disciplinary separation.  
168
- 169 c. If a worker receives the first dose of the vaccination late and fails to become fully  
170 vaccinated by October 18, 2021, the worker may use leave without pay for up to thirty (30)  
171 calendar days to become fully vaccinated and retains the right to return to their previous  
172 position or a vacant position in the same job class at their work location provided the  
173 worker has become fully vaccinated and the employer has not permanently filled their  
174 previous position. This provision expires on November 17, 2021.  
175
- 176 d. If a worker has not initiated an exemption request and fails to provide proof of vaccination  
177 by October 18, 2021, the worker will be subject to non-disciplinary separation. Workers  
178 who are subject to non-disciplinary separation shall be eligible for state employment upon  
179 becoming fully vaccinated.  
180
- 181 e. The Employer will post vacated positions as soon as possible when a termination of any  
182 worker as a result of non-adherence to the vaccine mandate occurs in order to ensure  
183 that staffing levels do not fall below what the patient census requires. The Employer  
184 commits to make every effort to staff to agreed-upon staffing levels, staffing plans, and  
185 matrices. The Employer will continue to offer referral and hiring bonuses, as currently  
186 exist, in order to quickly fill vacancies.  
187
- 188 f. If a member is terminated and a grievance is filed, the grievance will be expedited by both  
189 parties for hearing and resolution. By mutual agreement, any grievance pertaining to other  
190 provisions in this MOU will be expedited.  
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- 192 g. Workers who are terminated shall be eligible for rehire upon becoming fully vaccinated or  
193 upon submitting an approved exemption.  
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195 No agreements made within this Memorandum of Understanding are meant to alter any other  
196 term or condition included in the Collective Bargaining Agreement(s) beyond any specific  
197 agreement entered into here. This is a non-precedent setting agreement. Nothing in this  
198 agreement prevents the parties from entering into negotiations about additional and unforeseen  
199 impacts of the COVID-19 pandemic.

Tentative Agreement  
Harborview Medical Center, Airlift NW, UW Medical Center-Northwest and Clinics  
SEIU Healthcare 1199NW  
9/7/21PM2

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

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205 Tentatively Agreed To:

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207 For the Union:

207 For the Employer:

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Date: 9/10/2021

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