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Due to the extraordinary circumstances created by the worldwide coronavirus pandemic, the Union and Employer agree on a non-precedent basis to the following:

MOU: Temporary Layoff Policy and COVID-19 Related Furloughs

1. When UW Medicine has determined that temporary furloughs are necessary for a unit, the following process will be followed:
  - a. Number of weeks of necessary furlough will be determined by the Employer per unit and per job class, taking into account shift, experience and seniority. UW Medicine is committed to staffing to demand at the typical levels for corresponding census, and during trauma season.
  - b. Employees will be able to volunteer for up to 8 weeks starting May 25, 2020, for voluntary furlough or a reduction in their FTE status. Voluntary furloughs will be awarded in one week increments up to 8 weeks based on highest seniority first, taking into account shift, and experience. Employees may request to use their volunteer weeks consecutively or in separate weeks. Where possible, furlough will conclude on July 25, 2020.
  - c. If the number of volunteer furlough weeks still does not meet the Employer identified necessary number of furlough weeks, involuntary furloughs in one week increments will be assigned based on lowest seniority first, taking into account shift, and experience, to begin no earlier than June 1, 2020. Where possible, furloughs will conclude on July 25, 2020. The Employer will endeavor to schedule furloughs for not less than a seven day period in order to maximize unemployment available to the employee, unless mutually agreed otherwise by the employee and manager.
  - d. The employer will provide seven (7) days' notice of the date range for the furlough to employees. If there is mutual consent, a furlough can begin with less than seven (7) days' notice. When possible, more than 7 days' notice will be provided.
  - e. An employee will be allowed a delegate or Union Steward present to assist in understanding their rights if requested.
  - f. There may be a situation in which a temporary FTE reduction may be the best scenario for a unit, department, or job class, in which case, employees may volunteer for a temporary FTE reduction. If the Employer determines there are insufficient volunteers, the Employer may reduce individual employee FTE for a defined period, not to exceed 8 weeks, based on inverse seniority order and after at least seven (7) days' notice. FTE may not be reduced to less than 50% of an employee's FTE nor reduced to less than .5 FTE. Temporary FTE reduction will only occur with a defined beginning and end period. Where possible, FTE reductions will conclude on July 25, 2020.
  - g. Seniority (Article 38) is defined as UW date of hire (otherwise known as company service date).
  - h. Employees on a work visa will not be made to do a furlough that would impact their work visa status.

- 41           i. Any vacations approved before the employer provided notice of furloughs will not be  
42 cancelled by the employer. Vacation time that was approved by management shall  
43 proceed as scheduled as it is the employee's time earned. An employee may voluntarily  
44 choose to withdraw a previously approved vacation request, or modify said previously  
45 approved request, and request that the time be converted to furlough.
- 46           2. The furloughs will be for a defined period of time. Notice of the opportunity for early return to  
47 work or extension of furlough shall be made verbally and by email. Employees will be given at  
48 least 48 hours' notice of the opportunity to return within the same 48 hours; however, no  
49 employee will be disciplined nor will be retaliated against if they are unable to return. If  
50 additional involuntary furloughs are needed following this initial round of furloughs, the  
51 University and Union would continue to follow the agreed upon process for assigning those  
52 furloughs.
- 53           3. The employee will return to their regular schedule, shift, FTE, position, and pay at the end of  
54 their furlough unless provided a notice as indicated in #8. Every effort will be made to maintain  
55 the same supervisor for the returning employee. Employees on an involuntary furlough will be  
56 given the opportunity to end their furlough early before employees on voluntary furlough. The  
57 Employer shall make every effort to not schedule per diems, traveler/agency employees,  
58 contractors or any other non-UW employee into a regularly scheduled shift or to perform any  
59 bargaining unit work until it has been offered to employees on furlough, with the understanding  
60 that consideration will be given to shift, experience and seniority.
- 61           4. The Employer will ensure that all permanent, classified employees will receive the opportunity  
62 to use 8 hours per month of accrued leave time in order to maintain benefits.
- 63           5. Employees will continue to accrue vacation time off, holiday time off, and sick time off while on  
64 furlough.
- 65           6. A furloughed employee's vacation and sick time off accruals, months of service toward a higher  
66 vacation accrual rate, holiday compensation, continuous service date, progression start date,  
67 seniority, and time off service date will not be adjusted for periods of time spent on furlough.  
68 Employees are eligible to seek promotions while on furlough.
- 69           7. If a permanent layoff should occur while the employee is on furlough, the employee's status  
70 shall be determined as if the employee was in active status and the collective bargaining  
71 agreement will be followed.
- 72           8. Employees on furlough will not be required to perform any work for UW Medicine while on  
73 furlough, including on-call, stand by shifts, in the position for which they have taken furlough.
- 74           9. Nothing in this agreement is intended to prevent employees from applying for other state or  
75 federal benefits for which they may qualify, including but not limited to, Unemployment or  
76 Compensation Insurance, Paid Family and Medical Leave, or Workers Compensation.
- 77           10. UW Medicine will not contest any employees' unemployment application with the Employment  
78 Security Department related to the furloughs identified herein. Leave Specialists will provide  
79 help, as they are able, upon request, to access unemployment benefits. When possible, UW  
80 Medicine will provide the proper documentation and assist furloughed employees to pre-qualify  
81 for unemployment benefits. UW Medicine will grant access to UW Medicine equipment and  
82 computers within their facilities, on work time, so they could file for unemployment benefits.

- 83 11. The Union will be provided the furlough plans (timeframe and number of weeks/FTE reduction)  
84 for each impacted individual. The employer will provide the union a report, per pay period, of  
85 members who have taken furlough.
- 86 12. Employees on furlough are still considered to be employed and thus still eligible to receive any  
87 previously agreed-upon lump sums, differential increases, wage band increases, or any other  
88 previously agreed-upon economic increases. These previously agreed upon lump sums or  
89 economic increases will appear on the employee's first paycheck upon return from furlough.
- 90 13. Nothing in this agreement is a waiver by WFSE to bargain future layoffs or furloughs, or any  
91 other changes in working conditions related to COVID-19 or not.
- 92 14. The Union and the Employer will meet to bargain the furlough impacts and make adjustments to  
93 the furlough assignment process if the waiver of the one week waiting period to apply for  
94 unemployment is not extended or if the CARES Act Pandemic Unemployment Assistance is not  
95 extended past July 25, 2020.
- 96 15. This agreement will expire September 30, 2020.

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Union

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Employer

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Date

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Date