

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE EVERGREEN STATE COLLEGE (EVERGREEN)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)
CLASSIFIED EMPLOYEES

Temporary and Mandatory Furlough to Address Budget Issues

The Parties agree that based on the state of the college's budget and the further impacts of COVID-19, Evergreen will use the process set out below to furlough employees.

Evergreen has applied for participation in the SharedWork program for represented staff. Furloughed employees may be eligible to participate in the Employment Security Department (ESD) programs, including the SharedWork Program

Section 1 - Voluntary furlough option

Starting the week of June 21, 2020, Evergreen extended the opportunity to permanent status employees to volunteer for a voluntary layoff or reduction in FTE as per the provisions of the "*COVID-19 Related Temporary Layoffs*" MOU signed June 9, 2020 (attached). The "*COVID-19 Related Temporary Layoffs*" MOU remains in effect until December 26, 2020.

Section 2 – Mandatory employer-directed furloughs through June 30, 2021

Evergreen is directing staff to schedule, with supervisor approval, one day of unpaid leave each month during the 2020-2021 fiscal year beginning July 1, 2020 and ending June 30, 2021. For staff working between half-time and full-time, the mandatory furlough requirement is pro-rated. In fall quarter, Evergreen will re-evaluate enrollment projections and may determine to reduce the number of furlough days required in the second half of the fiscal year.

Mandatory employer-directed furlough days may be scheduled by the employee as a series of partial days or for more than one day per month until the employee has taken the required total number of mandatory furlough days. Employees and supervisors will consider the following when scheduling mandatory employer-directed furlough days –

- Mitigate impacts to student service,
- Mitigate impacts to workload, and
- Support the ability to do collaborative work between work areas.

Any voluntary furlough days scheduled by an employee under Section 1 and in accordance with the "*COVID-19 Related Temporary Layoffs*" MOU will be counted towards and will not be in addition to meeting the total number of the mandatory employer-directed furloughs days.

Section 3 – Staff position exceptions to Mandatory employer-directed furloughs

The mandatory employer-directed furlough in Section 3 does not apply to:

- Staff working less than half time
- Staff paid at Salary Range 30 or below
- Temporary, hourly represented individuals

- Cyclic employees during their cyclic-scheduled time off
- Positions that are 100% funded on grants or by grant indirect cost funds
- Positions that support 24/7 coverage or where legal minimum staffing levels exist, so that shifts lost to furlough days would have to be made up by other staff

Section 4 – Sharing the burden

The Parties agree that - should additional furloughs beyond the days set out above be required - Evergreen shall provide notice of its intent to do so and will satisfy its bargaining obligations. In addition to the provisions outlined above, the parties agree to discussions after July 1, 2020 to identify options to address budget issues during the next biennium.

For WFSE:

Jenny Ho / 7/9/20
 Jenny Ho / Date
 WFSE Director of Advocacy

For Evergreen:

Laurel R. Uznanski / 7/9/2020
 Laurel R. Uznanski / Date
 AVP for Human Resource Services

Attachment: COVID-19 Related Temporary Layoffs MOU

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COVID-19 RELATED TEMPORARY LAYOFFS

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

1. **Voluntary Temporary Layoff – Permanent Status Employee Option**
 - a. Permanent status classified employees will be able to volunteer for a voluntary layoff or reduction to their weekly FTE status starting the week of June 21, 2020.
 - b. Permanent status employees will be able to request a voluntary layoff or reduction in FTE for up to, but not exceeding, one hundred twenty (120) calendar days.
 - c. Permanent, classified employees may request a voluntary temporary layoff or reduction in FTE by submitting a written request in advance of the effective date to their supervisor and a leave request using leave type “Voluntary LWOP” in the Leave System. The supervisor will review and approve or deny the request as soon as possible and prior to the effective date of the requested action.
 - d. Voluntary layoffs will be awarded on one-calendar workweek increments. Employees may request to use their voluntary workweek(s) consecutively or in separate workweeks.
 - e. Voluntary temporary reduction in weekly FTE may be requested on a daily basis in accordance with (1)(a) through (1)(c) above.
 - f. Any vacation leave approved by Evergreen prior to approved requests for temporary layoffs will not be cancelled by Evergreen. Approved vacation time shall proceed as scheduled as it is the employee’s time earned. An employee may voluntarily choose to withdraw a previously approved vacation request, or modify said previously approved request, and request that the time be converted to temporary layoff.
 - g. If it is necessary to limit the number of employees on temporary layoff or reduced FTE, the Parties agree that Evergreen retains the right to determine which positions will be granted a voluntary temporary layoff or reduction in FTE based on staffing and operational needs.
 - h. A temporary voluntary reduction of FTE or a temporary layoff will not affect an employee’s periodic increment date or seniority date and the employee will accrue vacation and sick leave credit at their normal accrual rate.

- i. Employees have the opportunity to use eight (8) hours per month of accrued leave in order to maintain benefits.
- j. If a temporary reduction in FTE results in an overtime-exempt employee becoming overtime-eligible, the employee will accurately report hours worked in accordance with Article 7.8, Overtime-Eligible Employee – Positive Time Reporting.
- k. Employees will return to their regular work schedule, regular shift, FTE, position and pay at the end of their temporary layoff unless notice is provided that indicates otherwise.
- l. An employee may contact a WFSE staff or WFSE shop steward for assistance in understanding their rights, if requested.
- m. The Parties understand that it is the employee’s responsibility to decide if they want to apply for unemployment insurance when on voluntary layoff or reduction in FTE. When possible, Evergreen will provide the proper documentation and assist employees with unemployment benefits.
- n. Evergreen will provide the WFSE a report, by corresponding pay day, of the members who have taken voluntary layoff or reduction in FTE.
- o. If a permanent layoff should occur while the employee is on temporary layoff or reduction in FTE, Article 35 of the collective bargaining agreement will apply.
- p. Voluntary temporary layoffs and reductions in FTE will conclude on December 26, 2020.

2. Involuntary Temporary Layoff – Employer Option

- a. Evergreen retains the right to implement temporary layoffs in accordance with Article 35.6 of the 2019-2021 classified employees’ collective bargaining agreement.
- b. The Parties agree that the provisions of Article 35.6 will apply, in its entirety, with one exception. The “*up the ninety (90) calendar days*” provision in Article 35.6.A will be changed to “*up to one hundred twenty (120) calendar days.*”
 - i. All temporary layoffs that were implemented prior to the effective date of this Agreement and that have a identified end date for layoff (i.e., cyclic year positions), the identified end date for layoff will remain in effect.
 - ii. All temporary layoffs that were implemented prior to the effective date of this agreement that do not have an identified end date, may be extended for an additional thirty (30) calendar days not to exceed a total of “*up to one hundred twenty (120) calendar days.*”

- iii. All future employer initiated temporary layoffs that are initiated during the term of the Agreement may be “*up to one hundred twenty (120) calendar days.*”
- c. Evergreen will provide the WFSE as much advance notice as possible for temporary layoffs or reduction in FTE.
- 3. Employees will not be required to perform work of any kind for Evergreen while on temporary layoff.
- 4. Nothing in the Agreement is intended to prevent employees from applying for other state or federal benefits for which they qualify, including but not limited to, unemployment insurance, paid family and medical leave, or workers compensation.

This Agreement expires on December 26, 2020.

For WFSE:

/s/James Dannen

6/9/2020

James Dannen
WFSE Labor Advocate

Date

For Evergreen:

Laurel R. Uznanski / 6/9/2020

Laurel R. Uznanski
AVP for Human Resource Services

Date