

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE EVERGREEN STATE COLLEGE (EVERGREEN)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)
STUDENT SUPPORT SERVICES STAFF UNION

BUDGET-RELATED RELATED TEMPORARY LAYOFFS

WFSE and Evergreen agree on a non-precedent basis to the following for fiscal year 2021-2022:

1. In accordance with Article 33.6 A, Voluntary Layoffs, Leave of Absence or Reduction in Hours – Employee Requests, employees may request a voluntary layoff or reduction in weekly hours of work (FTE) to reduce the impact of layoff.
 - a. In accordance with Article 33.6 A, 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.
 - b. Employees may request a voluntary temporary layoff or reduction in FTE starting the week of July 5, 2021 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.
 - c. Voluntary layoffs will be awarded on one-calendar workweek increments. Employees may request to use their voluntary layoff workweek(s) consecutively or in separate workweeks.
 - d. Voluntary temporary reduction in weekly FTE may be requested on a daily basis in accordance with (1)(b) above.
 - e. 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.
 - f. In accordance with Article 33.2 F, time spent on temporary layoff or reduction of FTE will not be deducted from the calculation of seniority.
 - g. During a voluntary temporary layoff or reduction of FTE, an employee will accrue vacation and sick leave credit at their normal accrual rate.

- h. Employees have the opportunity to use eight (8) hours per month of accrued leave in order to maintain benefits.
 - i. 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 7.7, Overtime-Eligible Employee – Positive Time Reporting.
 - j. 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.
 - k. Employees will not be required to perform work of any kind for Evergreen while on temporary layoff.
 - l. An employee may contact a WFSE staff or WFSE shop steward for assistance in understanding their rights, if requested.
2. 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.
 3. Nothing in this Agreement prevents Evergreen from implementing permanent layoffs in accordance with Article 33.5.
 4. Voluntary temporary layoffs and reductions in FTE will conclude on June 30, 2022.

This Agreement expires on June 30, 2022.

For WFSE:

 /s/James Dannen / 7/6/21
James Dannen Date
WFSE Labor Advocate

For Evergreen:

 / 7/6/2021
Laurel R. Uznanski Date
AVP for Human Resource Services