

Memorandum of Agreement

The following Memorandum of Agreement ("MOA") is entered into by and between Western Washington University ("Western") and the Washington Federation of State Employees ("WFSE").

Agreement

Both Western and WFSE recognize that there are emergency conditions that exist as a result of the COVID-19 pandemic. In order to mitigate the financial impact the COVID-19 pandemic has caused the State of Washington and WWU, and to specify protections for employees during the 2021 fiscal year, the following language is outlined to describe voluntary furlough and voluntary temporary appointment reductions.

Therefore, the parties agree to the following:

1. Definitions:
 - a. **Furlough:** Unpaid time away from work, continuous or non-continuous, for a temporary period of time
 - b. **Appointment Reduction:** A consistent reduction in the number of hours worked each week for a temporary period of time.
2. As provided under Article 35.3, an employee may volunteer to take a furlough or temporary appointment reduction to reduce layoffs. If it is necessary to limit the number of employees in a department on unpaid leave at the same time, Western will determine who will be granted a voluntary furlough or temporary appointment reduction based upon staffing needs.
3. The effective date of voluntary furloughs or appointment reductions will be determined by mutual agreement of the employee and supervisor. If at any time the voluntary arrangement does not satisfactorily meet the operating needs of the department as determined by the supervisor, the employee may be returned to their original FTE with fifteen (15) calendar days' notice if practicable.
4. Voluntary furloughs or appointment reductions will end as mutually agreed by the employee and supervisor.
5. Western will ensure that employees on voluntary furlough or appointment reduction will receive the opportunity to use 8 hours per month of accrued leave time in order to maintain benefits. Sick time may be used for this purpose.
6. No employee on voluntary furlough or appointment reduction shall suffer any loss of vacation leave, sick leave, personal leave day, personal holiday, winter break day, community service leave day accruals or holiday compensation. The seniority date will not be affected by time spent on furlough. Employees shall be eligible to seek internal job opportunities or promotions while on furlough.
7. If a permanent layoff should occur while the employee is on voluntary furlough or appointment reduction, the employee's status shall be determined as if the employee was in active status and the collective bargaining agreement will be followed.
8. Nothing in this agreement is intended to prevent employees from applying for other state or federal benefits for which they may qualify, including but not limited to, Unemployment or Compensation Insurance, Paid Family and Medical Leave, or Workers Compensation.
9. The University will not contest any employees' unemployment application with the Employment Security Department related to the voluntary furloughs or appointment reductions identified herein. Additionally, Western will immediately apply to participate in the SharedWork program

- and include a list of all represented employees who are eligible to participate. The signature of the Union below shall serve as proof of agreement for the employer's SharedWork application.
10. Employees on voluntary furlough are still considered to be employed and thus still eligible to receive any previously agreed-upon Periodic Increment Date (PID) salary adjustments and across-the-board increases.
 11. Nothing in this agreement is a waiver by WFSE to bargain future layoffs or furloughs, or any other changes in wages, hours, or working conditions.

Both parties agree this is not precedent setting.

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until June 30, 2021. WFSE and WWU agree to meet to discuss the possible modification or continuation of this agreement no later than April 15, 2021.

Acknowledged and Agreed:

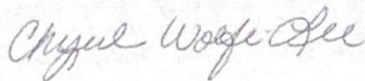
For the Union:



Thomas Wray, Labor Advocate
Washington Federation of State Employees

6/30/20
Date

For the Employer:



Chyerl Wolfe-Lee, Assistant Vice President for HR
Western Washington University

6/30/2020
Date