

## MEMORANDUM OF UNDERSTANDING 1 2 BETWEEN THE STATE OF WASHINGTON 3 4 AND 5 THE WASHINGTON FEDERATION OF STATE EMPLOYEES AFSCME COUNCIL 28 AFLCIO 6 7 COVID-19 Response – Seniority Protection for High Risk Leave Without Pay 8 Whereas, on February 29, 2020, Governor Inslee issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State as a result of the 9 coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-10 11 to-person spread of COVID-19 in the state of Washington and; 12 Whereas, A subsequent Proclamation, 20-46.1, was issued providing guidance to address the high risk COVID-19 poses to our most vulnerable populations and; 13 14 Whereas, Proclamation 20-46.1 requires employers to provide accommodation to high risk workers to protect them from risk of exposure and permit an employee to utilize leave 15 16 options free from risk of adverse employment action and; 17 Whereas, Proclamation 20-46.1 also prohibits all public employers in Washington State 18 and labor unions representing employees in Washington State from applying or enforcing 19 any employment contract provisions that contradict or otherwise interfere with the 20 prohibitions and the intent of the Proclamation and;. 21 Whereas, the parties to this MOU agree that in order to meet the requirements stated within Proclamation 20-46.1, revisions to the collective bargaining agreement between the State 22 23 of Washington and the Washington Federation of State Employees are required. 24 *Therefore*, the parties agree to modify Article 33, Section 33.1(A) as follows: 25 33.1 **Definition** 26 Seniority for full-time employees will be defined as the employee's length A. 27 of unbroken state service. Seniority for part-time or on-call employees will 28 be based on actual hours worked. Actual hours worked includes all overtime 29 hours and all paid holiday and leave hours, excluding compensatory time. 30 For purposes of calculating actual hours worked for part-time and on-call 31 employees, forty (40) hours will equal seven (7) days of seniority. Leave

1. Military leave or United States Public Health Service;

will not be affected when the leave without pay is taken for:

without pay of fifteen (15) consecutive calendar days or less will not affect

an employee's seniority. When an employee is on leave without pay for

more than fifteen (15) consecutive calendar days, the employee's seniority

32 33

34

35

36

37	2.	Compensable work-related injury or illness leave;			
38 39	3.	3. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;			
40 41	4.	4. Educational leave, contingent upon successful completion of the coursework;			
42 43	5.	Leave for service relief organizations		er with humanitarian and disaster	
44	6.	Reducing the effect	ts of layoff.	These highlighted areas reflect the changes; the rest is already part of the CBA.	
45 46	7.	Leave for Union en 39.10, of Article 39		accordance with Sections 39.8 and vities, and/or	
47 48	8.	Leave authorized by health and safety.	oy a governor	's proclamation directly related to	
49 50 51 52 53 54 55 56 57 58	conse listed amou tempo accor deduc from	When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with <a href="Section 34.6">Section 34.6</a> , of <a href="Article 34">Article 34</a> , Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.			
60	<u> </u>				
61 62	effect through June 30, 2021 < This MoU covers remainder of this CBA; it will show up in the body of the next CBA that goes into effect July 1, 2021				
	For the Employer		For th	e Union	
63	Scott Lyders, Labor Negotiator OFM/State Human Resources			Leanne Kunze, Executive Director WFSE/AFSCME Council 28	