

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO**

**Temporary Layoff Opportunities Through the ESD SharedWork Program to
Address Budget Issues**

Section 1 - Scope of application and employee considerations

The parties agree that to address the serious budget shortfall facing Washington State, the employer will use the process set out below to furlough bargaining unit employees.

Furloughed employees who participate in the ESD SharedWork Program up through July 25, 2020, may qualify to receive additional unemployment assistance for each week they are in temporary layoff status and are receiving unemployment compensation. To assist employees who are subject to the temporary layoffs outlined in this MOU, the employer agrees to work with the Employment Security Department to arrange for educational guidance and assistance with the application process for the SharedWork program and assistance with applying for unemployment benefits for which they may be eligible. During the term of this MOU some employee performance measures may require consideration for an adjustment proportionate to the number of work days spent in temporary layoff status.

Section 2 - Voluntary furlough option

Effective immediately, agencies will apply for participation in the SharedWork program and begin soliciting volunteers for temporary layoffs for a minimum of one day per week for all eligible employees. Employee requests for voluntary furloughs will be contingent upon agency approval.

Section 3 – Employer-directed furloughs through July 25, 2020

The employer will designate one day per week to furlough eligible positions beginning no later than June 28, 2020 and continuing through July 25, 2020. This initial requirement for each eligible employee to be furloughed one day per week will cease on July 25, 2020.

Section 4 – Employer-directed furloughs from August 1, 2020 through December 31, 2020

Beginning August 1, 2020, each agency may designate ongoing furloughs of 1 day per pay period for the remainder of the calendar year for the group of employees identified above. Adjustments may be made based on budget outlook and other budget factors as they become known, and will satisfy bargaining obligations where applicable.

Section 5

In administering the assignment of Employer-directed furloughs the employer will strive to identify the largest employee pool possible in order to spread the burden of salary reductions over the widest population while also taking into consideration the operational and service delivery requirements of the agencies.

The parties agree that - should additional furloughs beyond the days set out above be required - the state 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 continued discussions on or after July 1, 2020 to identify options to address budget issues during the next biennium.

Dated: June 16, 2020

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