



**Memorandum of Understanding
Between Renton Technical College and
the Washington Federation of State Employees (WFSE)**

The College and WFSE agree upon this Memorandum to efficiently resolve questions concerning terms of employment and temporary layoffs arising from the COVID-19 crisis. This agreement reflects our shared interest in prioritizing the protection of public health, and clarifying employment considerations during this challenging time. In the absence of specific agreements outlined below, applicable language in the current and 2018-2021 collective bargaining agreement continues to be in force.

Due to the State of Emergency declaration issued on February 29, 2020 and the on-going fight to reduce the impacts of the novel coronavirus disease 2019 (COVID -19), both the College and WFSE recognize that employees have been kept whole to the greatest extent possible. However, in order to comply with the Phase 1 and Higher Education & Critical Infrastructure Workforce Training Restart COVID-19 Requirements, instructional programs have been limited and impactful for students.

It is agreed between the College and WFSE that members may be temporarily laid off during this time that instructional programs are limited. The basis of this temporary lay-off is due to "lack of work" as there is not sufficient work to maintain employment of the affected individuals.

It is agreed that affected individuals will not perform work during their temporary layoff in their specified area and will not receive pay for any workday or period of a workday or week for which they are temporarily laid off. This includes activities related to work assignments such as:

- Reading or sending emails;
- Listening or sending voicemails; or
- Reading or sending work related text messages.

It is agreed that temporary layoffs will be conducted in order of seniority as will recall. Temporary layoffs for "lack of work" will be for a defined period of time. Affected members will be given seven (7) days calendar notice of their temporary layoff dates. The employee will have the option to waive or shorten the notice period in writing.

Employees will be given at least 48 hours' notice of the opportunity to return to work early, However, no employee will be disciplined nor will be retaliated against if they are unable to return early. However, if an employee does not report back to work for reasons other than of personal illness or a qualifying event under FMLA, the employee will be considered resigned voluntarily.

If a permanent layoff should occur while the employee is on temporary layoff, the employee's status shall be determined as if the employee was in active status and the collective bargaining agreement will be followed.

It is agreed that during this temporary layoff, an affected employee will not:

- Be paid any leave balance.
- Bump into any other position.
- Be placed on the internal or statewide layoff lists.

It is agreed that a temporary layoff will not affect seniority, step increases and affected employees will continue to accrue vacation and sick leave credit at their normal rate. The vacation carry-over maximum will be suspended while this MOU is in effect.

It is agreed that PEBB benefits (medical, dental, life and long-term disability) will continue during this temporary layoff as long as the affected employee is in pay status for at least eight hours before the end of the month; this includes using 8 hours of paid leave each month.

It is agreed that affected employees may be eligible for unemployment benefits and it is recommended that they file for unemployment. If the College participates in the Shared Work Program through ESD, the employee may also qualify for those supplemental benefits.

It is agreed that affected employees will receive a letter outlining the above information.

Nothing in this agreement is a waiver by WFSE to bargain future layoffs or temporary layoffs, or any other changes in working conditions related to COVID-19 or not.

It is agreed that this Memorandum of Understanding will be effective until September 17th, 2020 and that the parties will meet in August, 2020 to review any extension of the MOU.

This MOU will be posted on the RTC website upon signature.

Signed:



Kevin D. McCarthy, President



Jenny Ho, WFSE

30 June 2020

Date

6/30/20

Date