

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON/
PENINSULA COLLEGE
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

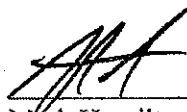
**Compensatory Time/Additional Regular Hours Accrual and Use
for the December 24, 2019 Campus Closure**

The State of Washington (State), Peninsula College (Employer College) and the Washington Federation of State Employees (Union) hereby agree to the following compensatory time/ additional regular hours accrual and use when the campus is closed one day on December 24, 2019 (campus closure):

1. This MOU pertains to employees who are covered by the parties' Collective Bargaining Agreement (CBA), as overtime-eligible full-time classified employees, part-time classified employees and part-time hourly employees.
2. For overtime eligible full-time classified employees (scheduled to work 40 hours per workweek): From December 2 through 23, 2019, supervisors will provide employees an opportunity to work and earn compensatory time for up to five hours and 20 minutes of overtime (at 1 ½ times) to offset the hours that would otherwise be uncompensated on December 24, 2019. These provisions in no way limit overtime or compensatory time that may be earned due to other circumstances in accordance with the CBA, Article 8. Per the CBA, employees may be required to use earned compensatory time before using vacation leave. Therefore, the earned compensatory time serves to offset the use of any form of paid leave during the campus closure.
3. For part-time classified employees and for part-time hourly bargaining unit employees (under Article 5): From December 2 through 23, 2019, at a supervisor's discretion, based on the work that is available, the supervisor may allow employees to work additional hours (non-overtime hours) and earn no more than the number of regular hours they would have been otherwise scheduled to work on December 24, 2019. The employees who are interested in these additional hours may email their supervisor, and copy their College HR Director, to request additional hours.
4. Employees will notify their supervisor if they are interested in earning compensatory time in the preceding Section 2 or additional regular hours in the preceding Section 3 (compensatory time/additional regular hours).
5. The supervisor will determine the type of work to be performed and the schedule for compensatory time/additional regular hours.
6. Employees will use the Time and Leave Report (TLR) Comments section to designate the compensatory time/additional regular hours.


7. As an alternative to earning compensatory time, as set forth in Sections 2 and 3, these employees may perform alternate work on December 24, 2019 (limited to this day only), as follows:
 - a. An employee may complete assigned work at an alternate site, making arrangements with their supervisor; or
 - b. An employee may take online training classes provided by the College or approved by their supervisor during the time of closure in lieu of typical work. Training time will be reported as work time.
8. Use of Paid and/or Unpaid Leave: Employees who earn leave may use any combination of paid leave (compensatory time, vacation leave, personal holiday or personal leave) and/or unpaid leave (leave without pay) during the campus closure. Employees may only use sick leave for sick leave purposes per the CBA, Article 12.
9. The CBA Subsection 10.3 C holiday pay provisions apply for the specified eligible employees, about being in pay status on their regular, scheduled work day preceding December 25, 2019.
10. Special Circumstances: If an employee has special need for leave to cover the campus closure as an exception to the options listed above, the employee may contact their supervisor to discuss alternatives on a case-by-case basis.
11. Contract Implications: The earning of compensatory time/additional regular hours for campus closure purposes may not be designated by the employee as overtime. There will be no payout for compensatory time/additional regular hours earned for the closure.
12. Notification: Employees will be notified of the planned closure and details of this agreement within five (5) calendar days after it is signed by both parties.
13. Contact for Questions: College Human Resources Office.
14. Staff required by the College to work on December 24, 2019 may use any compensatory time accrued prior to December 24, 2019 on a pre-approved alternate day December 1, 2019 through January 31, 2020.

For the Union:




Mark Hamilton Date
WFSE Labor Advocate 10/28/2019

For the State:



Valerie Inforzato Date
OFM/SHR/LRS Negotiator 11/5/2019

For the College/Employer:



Dr. Luke Robins Date
President 10/25/19