MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU 1948 OF THE WESTERN WASHINGTON UNIVERSITY CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND WESTERN WASHINGTON UNIVERSITY PURSUANT TO ARTICLE 48, SECTION 48.4 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following *Memorandum of Understanding* is made and entered into agreement between the Western Washington University and PSE/SEIU Local 1948 unprecedented financial impact the COVID-19 pandemic has caused the State of Washington and WWU. In order to address the current financial impact to WWU and to specify protections to employees during the 2022 fiscal year the following language is outlined to describe furlough and temporary appointment reductions. Nothing in this agreement shall constitute any waiver or diminishment of rights or protections contained in the PSE Collective Bargaining Agreement and is subject to the following:

Definitions:

- **Furlough:** Unpaid time away from work, continuous or non-continuous, for a temporary period of time

- **Appointment Reduction**: A consistent reduction in the number of hours worked each week for a temporary period of time.

1. Employees may volunteer to take furloughs or temporary appointment reductions. Requests will be evaluated by supervisors following the factors identified in item 2 below. Requests may be approved or denied based on staffing needs. Provisions of voluntary furloughs or appointment reductions are specifically referenced throughout this agreement.

2. When or if WWU determines that temporary furloughs, shared work and/or temporary appointment reductions are necessary, departments will determine which employee(s) shall have an appointment reduction or be placed on furlough by following the FY21 Budget Planning Principles. Additional considerations may include: Work performed, seniority (as defined in Article 31 of the CBA), classification, skillset needs, and location.

3. The employer will provide seven (7) calendar days' notice of the date range for the furlough or temporary appointment reduction. When possible, more than 7 calendar days' notice will be provided. The furloughs and/or temporary reduction in FTE will be for a defined period of time. Notice of the opportunity for early return to work shall be made verbally and by email to employees and PSE using the criteria specified in item 2 above. Employees will be given at least three (3) days calendar days' notice of the opportunity to return within the same three (3) calendar days' notice period; however, no employee will be disciplined nor will be retaliated against if they are unable to return early.

   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. All affected employees will return to their regular schedule, shift, FTE, position and pay at the end of their furlough or temporary appointment reduction, no later than June 30, 2022.

   Voluntary furloughs or appointment reductions will end as mutually agreed by the employee and supervisor.

5. The Employer will ensure that all permanent, classified employees will receive the opportunity to use 8 hours per month of accrued leave time in order to maintain benefits. The employee and supervisor are responsible to submit the appropriate leave time for the duration of the temporary appointment reduction or furlough. For each full month of furlough, an employee or supervisor will submit four (4) hours of accrued leave for each pay period. Sick time will be submitted first, then vacation time. This provision applies to both voluntary and employer-imposed furloughs.

6. No employee affected by appointment reduction or furlough shall suffer any loss of vacation leave, sick leave, years of experience, personal leave day, personal holiday, winter break day, community service leave day, or holiday compensation accruals. The seniority date will not be affected by time spent on furlough. Employees shall be eligible to seek job opportunities or promotions while on furlough. This section applies to both voluntary and employer-imposed furloughs and appointment reductions.

7. If a permanent layoff should occur while the employee is on furlough, the employee's status shall be determined as if the employee was in active status and the collective bargaining agreement will be followed. This section applies to both voluntary and employer-imposed furloughs and appointment reductions.

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. This section applies to both voluntary and employer-imposed furloughs and appointment reductions.

9. The University will not contest any employees' unemployment application with the Employment Security Department related to the furloughs identified herein. This section applies to both voluntary and employer-imposed furloughs and appointment reductions.

10. Employees on 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. This section applies to both voluntary and employer-imposed furloughs and appointment reductions.

11. Nothing in this agreement is a waiver by PSE to bargain future layoffs or furloughs, or any other changes in wages, hours, or working conditions.

Tentative Agreement, PSE & WWU 6/15/2021

Workload expectations will be consistent with a revised work schedule.

Employees utilizing or impacted by the terms of this agreement may contact their HR Consultant and/or PSE for support:
Human Resources:

- Kelsie Swanson (BFA, URM): Kelsie.Swanson@wwu.edu; 360-650-4065
- Megan Galley (ESS, UA): Megan.Galley@wwu.edu; 360-650-2615
- Gretchen Lucas (AA): Gretchen.Lucas@wwu.edu; 360-650-2513

PSE:

- John Kapple: JKapple@pseofwa.org; 360-393-1098
- BargainingTeam@pseofwwu.org; 360-303-8388

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until June 30, 2022. Any work expectations, changes or modifications from local, state or federal authorities that affect this agreement will cause the parties to meet and re-bargain the impacts. PSE and WWU agree to meet to discuss the possible modification or continuation of this agreement no later than April 15, 2022.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU LOCAL 1948

PSE of WWU

BY: Dave Holmwood
Dave Holmwood, WWU of PSE President

DATE: 4/7/2021

Western Washington University

BY: Chyerl Wolfe-Lee
Chyerl Wolfe-Lee, Assistant Vice President for Human Resources

DATE: 4/7/2021