

1 MEMORANDUM OF UNDERSTANDING (MOU)

2  
3 **BETWEEN EASTERN WASHINGTON UNIVERSITY (EWU) AND**  
4 **PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 (PSE)**  
5 **REPRESENTED ADMINISTRATIVE EXEMPT EMPLOYEES**  
6

7 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH  
8 THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF  
9 WASHINGTON / SEIU LOCAL 1948, EWU CHAPTER (REPRESENTED  
10 ADMINISTRATIVE EMPLOYEES) AND EASTERN WASHINGTON UNIVERSITY (EWU).  
11 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXXIX, SECTION  
12 39.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
13

14  
15 **Temporary (Voluntary and Mandatory) Furloughs and Layoffs to Address Budgetary**  
16 **Shortfalls**

17 Due in large part to declining enrollment, changes in state tuition policies, changes in state  
18 funding policies, and the uncertainty created by the global COVID-19 pandemic, EWU and PSE  
19 agree that temporary furlough and layoff provisions should be created via MOU to allow for  
20 more flexibility in maneuvering budgetary shortfalls at the University. The current Collective  
21 Bargaining Agreement (CBA) only allows for permanent layoffs, and the parties agree it would  
22 be helpful to employees and the University to have short-term measures built to address  
23 budgetary shortfalls. As such, the parties agree to the following regarding temporary furloughs  
24 and layoffs effective December 1, 2020:  
25

26  
27 **Section 1 – Temporary Furlough Provisions**  
28

29 Temporary Furlough. Temporary furloughs are unpaid leave of absences for a designated period  
30 of time, imposed due to financial or operational needs. There may be voluntary and mandatory  
31 temporary furloughs. Temporary furloughs may be for a designated number of days/hours for  
32 each pay period/month/year with no business being conducted by the affected employee on those  
33 days/hours. If a temporary or permanent layoff should occur while an employee is on voluntary  
34 or mandatory temporary furlough, Article 35 of the CBA, and/or the Temporary Layoff  
35 provisions of this agreement shall apply. Status as a temporary furlough does not prohibit the  
36 University from initiating a temporary or permanent layoff due to financial and/or operational  
37 needs.  
38

39 Voluntary Temporary Furlough. Effective beginning December 1, 2020, EWU will allow  
40 employees to volunteer for temporary furlough. The following provisions shall apply to  
41 voluntary temporary furloughs.  
42

- 43 a. Employees may request a voluntary temporary furlough by submitting a written  
44 request at least seven (7) business days in advance of the effective date of the  
45 furlough to their supervisor. The supervisor will review the request within at least  
46 two (2) business days, based on financial and/or operational needs, and if in

1 agreement will forward the request to the appropriate Vice President for review and a  
2 final decision. The Vice President will review and approve or deny the request based  
3 on financial and/or operational needs within three (3) business days prior to the  
4 effective date of the requested action. The Vice President will submit their written  
5 decision regarding the request to Human Resources with a copy to the supervisor and  
6 employee.

- 7
- 8 b. Employees may not retract one's request for voluntary temporary furlough once it has  
9 been forwarded by the Supervisor to the appropriate Vice President.
- 10
- 11 c. Voluntary temporary furlough days/hours shall be counted toward any and all  
12 mandatory temporary furlough days/hours (see below). Employee furlough days may  
13 be scheduled as a series of partial days or more than one day per month until the  
14 employee has taken the required total number of mandatory furlough days with  
15 supervisor approval.
- 16
- 17 d. Time spent on voluntary temporary furlough shall be unpaid. Employees may not  
18 use paid leave to offset all or any portion of a furlough.
- 19
- 20 e. Furlough days may be scheduled, with supervisor approval, immediately preceding  
21 University holidays, however the employee will not be eligible for holiday pay if they  
22 are on unpaid status for a full workday immediately preceding a holiday. To be  
23 eligible for holiday pay, an employee must be in paid status for at least one (1) hour  
24 on the workday immediately preceding the holiday. Day(s) following the holiday  
25 may be scheduled with supervisor approval without affecting holiday pay.

26

27 Accrual of vacation and sick leave credit will be based on Articles 21 and 29 of the  
28 CBA. Retirement contributions (by both the employee and the University) may be  
29 affected by voluntary temporary furlough, as contributions are based on actual  
30 earnings. Retirement service credit may also be affected. Eligibility for Family and  
31 Medical Leave, as well as similar programs, may be impacted due to reduced hours  
32 of work.

- 33
- 34 f. The University will notify the Union of its intent to enact Mandatory Temporary  
35 Furloughs at least ten (10) days prior to enacting Mandatory Temporary Furloughs in  
36 order to allow affected employees the opportunity to volunteer for additional  
37 temporary furlough days.

38

39 Mandatory Temporary Furlough. Effective beginning December 1, 2020, EWU may  
40 implement mandatory temporary furloughs. The following provisions shall apply to  
41 mandatory temporary furloughs:

- 42
- 43 a. Mandatory temporary furloughs will be capped at the equivalent one (1) day per  
44 month per employee during the term of this Agreement. For employees working  
45 between half-time and full-time, the mandatory furlough requirement is pro-rated.  
46 Employee furlough days may be scheduled as a series of partial days or for more than

1 one day per month until the employee has taken the required total number of  
2 mandatory furlough days. For the purposes of this Agreement, a day shall be defined  
3 as eight (8) hours and will be prorated for employees whose work shift is less than  
4 eight (8) hours per day.

- 5
- 6 b. Time spent on mandatory temporary furlough shall be unpaid. Employees may not  
7 use paid leave to offset all or any portion of a furlough. However, time spent on  
8 approved unpaid FMLA during a mandatory furlough, will count toward the  
9 mandatory temporary furlough requirement.
- 10
- 11 c. Furlough days may be scheduled, with supervisor approval, immediately preceding  
12 University holidays, however the employee will not be eligible for holiday pay if they  
13 are on unpaid status for a full workday immediately preceding a holiday. To be  
14 eligible for holiday pay, an employee must be in paid status for at least one (1) hour  
15 on the workday immediately preceding the holiday. Day(s) following the holiday be  
16 scheduled with supervisor approval without affecting holiday pay.
- 17
- 18 d. Accrual of vacation and sick leave shall be based on Articles 21 and 29 of the CBA.  
19 Retirement contributions (by both the employee and the University) may be affected  
20 by mandatory temporary furlough, as contributions are based on actual earnings.  
21 Retirement service credit may also be affected. Eligibility for Family and Medical  
22 Leave, as well as similar programs, may be impacted due to reduced hours of work.
- 23
- 24 e. Employees shall be given advance notice by the Supervisor in coordination with  
25 Human Resources of mandatory furlough of at least ten (10) business days. This  
26 notice will include the specifics of when the furlough will begin and end, as well as  
27 designate the amount of furlough time, and the period within which it must be taken.
- 28
- 29 f. Upon receipt of the notice, the supervisor, in consultation with the employee, will  
30 determine which dates/times the employee will be on furlough in the designated  
31 period of time. This plan shall be completed prior to the first date of furlough for the  
32 employee. Proposed changes to an employee's furlough plan after finalization must  
33 be approved by the appropriate University Vice President prior to implementation.
- 34
- 35 g. Exemptions.
- 36 1. Mandatory Temporary Furloughs shall not apply to Staff paid at 40,000 per  
37 year or less as of September 1, 2020.
- 38 2. The University retains the right to exempt additional staff based on business  
39 or operational needs.
- 40
- 41

## 42 **Section 2 – Temporary Layoff Provisions**

43

44 Temporary Layoff. Temporary layoffs, of no more than ninety (90) calendar days, unless agreed  
45 to otherwise, shall be based on financial and/or operational need. There may be voluntary and  
46 mandatory temporary layoffs. Mandatory Temporary Layoffs anticipated by the University to

1 last longer than ninety (90) calendar days shall be subject to permanent layoff, in accordance  
2 with Article 35 of the CBA.

3  
4 Voluntary Temporary Layoff. The following provisions shall apply to voluntary temporary  
5 layoff:

- 6
- 7 a. Employees subject to this agreement may volunteer for a voluntary temporary layoff,  
8 not exceeding ninety (90) calendar days, unless otherwise agreed upon.  
9
  - 10 b. Employees may request a voluntary temporary layoff by submitting a written request  
11 at least seven (7) business days in advance of the effective date to their supervisor.  
12 The supervisor will review the request within at least two (2) business days, based on  
13 financial and/or operational needs, and if in agreement will forward the request to the  
14 appropriate Vice President for review and a final decision. The Vice President will  
15 review and approve or deny the request based on financial and/or operational needs  
16 within three (3) business days prior to the effective date of the requested action. The  
17 Vice President will submit their written decision regarding the request to Human  
18 Resources with a copy to the supervisor and employee.  
19
  - 20 c. Employees may not rescind the request for voluntary temporary layoff once it has  
21 been forwarded to the appropriate Vice President  
22
  - 23 d. An employee on voluntary temporary layoff will not be entitled to any of the  
24 following:  
25 1. Be placed on a layoff list;  
26 2. Perform work of any kind for the University while on voluntary temporary  
27 layoff.  
28
  - 29 e. If it is necessary to limit the number of employees on temporary layoff, the parties  
30 agree that the University retains the right to determine which positions will be  
31 granted a voluntary temporary layoff based on staffing and operational needs.  
32
  - 33 f. Accrual of vacation and sick leave shall be based on Articles 21 and 29 of the CBA.  
34 Retirement contributions (by both the employee and the University) may be affected  
35 by voluntary temporary layoff, as contributions are based on actual earnings.  
36 Retirement service credit may also be affected. Eligibility for Family and Medical  
37 Leave, as well as similar programs, may be impacted due to reduced hours of work  
38
  - 39 g. In consultation with Human Resources, employees may use the minimum amount of  
40 appropriate accrued paid leave per month while on voluntary temporary layoff in  
41 order to maintain health insurance benefits.  
42
  - 43 h. Employees will return to their regular work schedule, regular shift, FTE, position and  
44 pay at the end of their temporary layoff unless notice is provided that indicates  
45 otherwise.  
46

- 1 i. The parties agree that it is the employee's responsibility to decide if they want to  
2 apply for unemployment insurance when on voluntary layoff. If the impacted  
3 employee chooses to apply for unemployment insurance, the Employer will  
4 cooperate with the approval process and not unreasonably oppose the application's  
5 approval.  
6
- 7 j. If a permanent layoff should occur while the employee is on voluntary temporary layoff,  
8 Article 35 of the CBA shall apply. Status as a voluntary temporary layoff does not  
9 prohibit the University from initiating a permanent layoff due to financial and/or  
10 operational needs.  
11
- 12 k. The University will notify the Union of its intent to enact Mandatory Temporary Layoffs  
13 at least ten (10) days prior to enacting Mandatory Temporary Layoffs in order to allow  
14 affected employees the opportunity to volunteer for additional temporary layoff days.  
15

16 Mandatory Temporary Layoff. The following provisions shall apply to mandatory temporary  
17 layoff:  
18

- 19 a. The University may temporarily layoff an employee for up to ninety (90) calendar  
20 days due to business and/or operational needs. Mandatory temporary layoff shall be  
21 based upon financial and/or operational needs. Employees will receive at least ten  
22 (10) business days' notice of a mandatory temporary layoff. The notification will  
23 specify the nature and duration of the temporary layoff. Mandatory temporary  
24 layoffs of less than ninety (90) calendar days may be extended, at University  
25 discretion, up to ninety (90) calendar days with at least ten (10) business days' notice.  
26
- 27 b. An employee on mandatory temporary layoff will not be entitled to any of the  
28 following:  
29 1. Be placed on a layoff list;  
30 2. Perform work of any kind for the University while on mandatory temporary  
31 layoff.  
32
- 33 c. Accrual of vacation and sick leave shall be based on Articles 21 and 29 of the CBA.  
34 Retirement contributions (by both the employee and the University) may be affected  
35 by mandatory temporary layoff, as contributions are based on actual earnings.  
36 Retirement service credit may also be affected. Eligibility for Family and Medical  
37 Leave, as well as similar programs, may be impacted due to reduced hours of work  
38
- 39 d. In consultation with Human Resources, employees may use the minimum amount of  
40 appropriate accrued paid leave per month while on mandatory temporary layoff in  
41 order to maintain health insurance benefits.  
42
- 43 e. Employees will return to their regular work schedule, regular shift, FTE, position and  
44 pay at the end of their temporary layoff, unless notice is provided at least ten (10)  
45 business days' in advance, which indicates otherwise.  
46

- 1 f. The parties agree it is the employee's responsibility to decide if they want to apply  
2 for unemployment insurance when on mandatory temporary layoff. If the impacted  
3 employee chooses to apply for unemployment insurance, the Employer will  
4 cooperate with the approval process and not unreasonably oppose the application's  
5 approval.  
6  
7 g. If a permanent layoff should occur while the employee is on mandatory temporary layoff,  
8 Article 35 of the CBA shall apply. Status as a mandatory temporary layoff does not  
9 prohibit the University from initiating a permanent layoff due to financial and/or  
10 operational needs.  
11

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13 **Section 3 – Term of Agreement**  
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15 This MOU shall be effective December 1, 2020 and shall remain in full force and effect through  
16 November 30, 2021. This Agreement may be reopened and modified at any time during its term  
17 upon mutual consent of the parties in writing. The parties agree to meet prior to the expiration  
18 date of this MOU to discuss whether or not extension of this Agreement is necessary.  
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25 PUBLIC SCHOOL EMPLOYEES OF  
26 WASHINGTON/SEIU LOCAL 1948  
27 EASTERN WASHINGTON UNIVERSITY  
28 (EWU) CHAPTER  
29

EASTERN WASHINGTON UNIVERSITY

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33 Heidi O'Donnell  
34 PSE of EWU President  
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37 Spenser Ross  
38 EWU Labor Relations Manager  
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Date: 11/13/2020

Date: 11-19-2020