

Memorandum of Understanding

This Memorandum of Understanding between the Public School Employees of Washington (the "Union") and Eastern Washington University (the "University") memorializes an agreement reached between the parties regarding the wages and the terms of employment for employees within the bargaining unit represented by the Union while the parties bargain an initial collective bargaining agreement. The parties agree as follows:

1. The University recognizes the Union as the sole and exclusive bargaining representative for the employees in the bargaining unit certified by the Public Employment Relations Commission and described as follow:

All full-time and regular part-time exempt employees of Eastern Washington University as defined in RCW 41.56.021 assigned to provide Student Counseling and employees assigned to Extension/Continuing Education, excluding Coaches, employees assigned to Child and Family Outreach, employees assigned to Idaho Social Work, employees who are faculty, classified, supervisory, confidential employees and all other employees

2. As of the effective date of this Memorandum, all members of the bargaining unit will receive a six percent (6%) increase to their base wage.

3. For the duration of this Memorandum, the terms and conditions of employment for bargaining unit employees shall be determined by applicable law and University policy, including University Policy 406-01.

4. The University reserves the right to manage its affairs in accord with its lawful mandate, and retains all management powers and authority recognized by law and not specifically abridged, delegated or modified by the terms of this Memorandum. These rights include, but are not limited to, the rights to:

- a. Plan, direct and control all operations and services of the University, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;
- b. Determine the methods, means, and organization by which University operations and services shall be undertaken and accomplished;
- c. Develop, interpret amend and enforce written policies, procedures and rules governing the University and the workplace;
- d. Discipline or discharge employees;
- e. Assign work, schedule the hours of work, alter work schedules and authorize overtime;

- f. Establish the duties and responsibilities of positions and employees, including the development and alterations of position descriptions;
- g. Establish and implement policies and procedures for evaluating the performance of employees;
- h. Determine the kind and location of facilities;
- i. Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;
- j. Recruit, hire and promote employees based on standards established by the University; and
- k. Determine the need for additional training and assign employees to complete any such training.


The University acknowledges its obligation to bargain the impacts of its exercise of management rights if such bargaining is demanded by the Union.

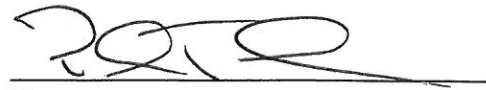
5. This Memorandum will become effective following its approval by PSE and by the Board of Trustees, and will continue in full force and effect until midnight August 31, 2014. During the term of this Memorandum, the parties agree to bargain in good faith with the intent of reaching a full collective bargaining agreement. In the event that this Memorandum expires prior to the parties' agreement on a collective bargaining agreement, the parties agree that any wages increases in a subsequent collective bargaining agreement may, upon mutual agreement, be applied retroactively to September 1, 2014

Signed and Dated this 27th day of September 2013.

Public School Employees of Washington

Eastern Washington University


 Name Lisa D. Olson
 Its President PSE


 Name _____
 Its Chair of the Board of Trustees