MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN EASTERN WASHINGTON UNIVERSITY (EWU) AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 (PSE)
REPRESENTED ADMINISTRATIVE EXEMPT EMPLOYEES

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

Temporary (Voluntary and Mandatory) Furloughs and Layoffs to Address Budgetary
Shortfalls

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

Section 1 – Temporary Furlough Provisions

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

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

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

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

b. Employees may not retract one’s request for voluntary temporary furlough once it has
been forwarded by the Supervisor to the appropriate Vice President.

c. Voluntary temporary furlough days/hours shall be counted toward any and all
mandatory temporary furlough days/hours (see below). Employee furlough days may
be scheduled as a series of partial days or more than one day per month until the
employee has taken the required total number of mandatory furlough days with
supervisor approval.

d. Time spent on voluntary temporary furlough shall be unpaid. Employees may not
use paid leave to offset all or any portion of a furlough.

e. Furlough days may be scheduled, with supervisor approval, immediately preceding
University holidays, however the employee will not be eligible for holiday pay if they
are on unpaid status for a full workday immediately preceding a holiday. To be
eligible for holiday pay, an employee must be in paid status for at least one (1) hour
on the workday immediately preceding the holiday. Day(s) following the holiday
may be scheduled with supervisor approval without affecting holiday pay.

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

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

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

a. Mandatory temporary furloughs will be capped at the equivalent one (1) day per
month per employee during the term of this Agreement. For employees working
between half-time and full-time, the mandatory furlough requirement is pro-rated.
Employee furlough days may be scheduled as a series of partial days or for more than
one day per month until the employee has taken the required total number of
mandatory furlough days. For the purposes of this Agreement, a day shall be defined
as eight (8) hours and will be prorated for employees whose work shift is less than
eight (8) hours per day.

b. Time spent on mandatory temporary furlough shall be unpaid. Employees may not
use paid leave to offset all or any portion of a furlough. However, time spent on
approved unpaid FMLA during a mandatory furlough, will count toward the
mandatory temporary furlough requirement.

c. Furlough days may be scheduled, with supervisor approval, immediately preceding
University holidays, however the employee will not be eligible for holiday pay if they
are on unpaid status for a full workday immediately preceding a holiday. To be
eligible for holiday pay, an employee must be in paid status for at least one (1) hour
on the workday immediately preceding the holiday. Day(s) following the holiday be
scheduled with supervisor approval without affecting holiday pay.

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

e. Employees shall be given advance notice by the Supervisor in coordination with
Human Resources of mandatory furlough of at least ten (10) business days. This
notice will include the specifics of when the furlough will begin and end, as well as
designate the amount of furlough time, and the period within which it must be taken.

f. Upon receipt of the notice, the supervisor, in consultation with the employee, will
determine which dates/times the employee will be on furlough in the designated
period of time. This plan shall be completed prior to the first date of furlough for the
employee. Proposed changes to an employee’s furlough plan after finalization must
be approved by the appropriate University Vice President prior to implementation.

g. Exemptions.
  1. Mandatory Temporary Furloughs shall not apply to Staff paid at 40,000 per
      year or less as of September 1, 2020.
  2. The University retains the right to exempt additional staff based on business
     or operational needs.

Section 2 – Temporary Layoff Provisions

Temporary Layoff. Temporary layoffs, of no more than ninety (90) calendar days, unless agreed
to otherwise, shall be based on financial and/or operational need. There may be voluntary and
mandatory temporary layoffs. Mandatory Temporary Layoffs anticipated by the University to
last longer than ninety (90) calendar days shall be subject to permanent layoff, in accordance with Article 35 of the CBA.

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

a. Employees subject to this agreement may volunteer for a voluntary temporary layoff, not exceeding ninety (90) calendar days, unless otherwise agreed upon.

b. Employees may request a voluntary temporary layoff by submitting a written request at least seven (7) business days in advance of the effective date to their supervisor. The supervisor will review the request within at least two (2) business days, based on financial and/or operational needs, and if in agreement will forward the request to the appropriate Vice President for review and a final decision. The Vice President will review and approve or deny the request based on financial and/or operational needs within three (3) business days prior to the effective date of the requested action. The Vice President will submit their written decision regarding the request to Human Resources with a copy to the supervisor and employee.

c. Employees may not rescind the request for voluntary temporary layoff once it has been forwarded to the appropriate Vice President.

d. An employee on voluntary temporary layoff will not be entitled to any of the following:
   1. Be placed on a layoff list;
   2. Perform work of any kind for the University while on voluntary temporary layoff.

e. If it is necessary to limit the number of employees on temporary layoff, the parties agree that the University retains the right to determine which positions will be granted a voluntary temporary layoff based on staffing and operational needs.

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

g. In consultation with Human Resources, employees may use the minimum amount of appropriate accrued paid leave per month while on voluntary temporary layoff in order to maintain health insurance benefits.

h. Employees will return to their regular work schedule, regular shift, FTE, position and pay at the end of their temporary layoff unless notice is provided that indicates otherwise.
i. The parties agree that it is the employee’s responsibility to decide if they want to apply for unemployment insurance when on voluntary layoff. If the impacted employee chooses to apply for unemployment insurance, the Employer will cooperate with the approval process and not unreasonably oppose the application’s approval.

j. If a permanent layoff should occur while the employee is on voluntary temporary layoff, Article 35 of the CBA shall apply. Status as a voluntary temporary layoff does not prohibit the University from initiating a permanent layoff due to financial and/or operational needs.

k. The University will notify the Union of its intent to enact Mandatory Temporary Layoffs at least ten (10) days prior to enacting Mandatory Temporary Layoffs in order to allow affected employees the opportunity to volunteer for additional temporary layoff days.

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

a. The University may temporarily layoff an employee for up to ninety (90) calendar days due to business and/or operational needs. Mandatory temporary layoff shall be based upon financial and/or operational needs. Employees will receive at least ten (10) business days’ notice of a mandatory temporary layoff. The notification will specify the nature and duration of the temporary layoff. Mandatory temporary layoffs of less than ninety (90) calendar days may be extended, at University discretion, up to ninety (90) calendar days with at least ten (10) business days’ notice.

b. An employee on mandatory temporary layoff will not be entitled to any of the following:
   1. Be placed on a layoff list;
   2. Perform work of any kind for the University while on mandatory temporary layoff.

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

d. In consultation with Human Resources, employees may use the minimum amount of appropriate accrued paid leave per month while on mandatory temporary layoff in order to maintain health insurance benefits.

e. Employees will return to their regular work schedule, regular shift, FTE, position and pay at the end of their temporary layoff, unless notice is provided at least ten (10) business days’ in advance, which indicates otherwise.
f. The parties agree it is the employee’s responsibility to decide if they want to apply for unemployment insurance when on mandatory temporary layoff. If the impacted employee chooses to apply for unemployment insurance, the Employer will cooperate with the approval process and not unreasonably oppose the application’s approval.

g. If a permanent layoff should occur while the employee is on mandatory temporary layoff, Article 35 of the CBA shall apply. Status as a mandatory temporary layoff does not prohibit the University from initiating a permanent layoff due to financial and/or operational needs.

Section 3 – Term of Agreement

This MOU shall be effective December 1, 2020 and shall remain in full force and effect through November 30, 2021. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. The parties agree to meet prior to the expiration date of this MOU to discuss whether or not extension of this Agreement is necessary.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 EASTERN WASHINGTON UNIVERSITY (EWU) CHAPTER

Heidi O'Donnell PSE of EWU President

Date: 11/13/2020

EASTERN WASHINGTON UNIVERSITY

Spenser Ross EWU Labor Relations Manager

Date: 11-19-2020

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