

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
WASHINGTON STATE UNIVERSITY (WSU)  
AND  
INTERNATIONAL UNION OF ENGINEERS (IUOE)

The purpose of this MOU is to clarify and resolve any and all matters relating to the Washington State University (WSU) and International Union of Engineers (IUOE) Collective Bargaining Agreement (Agreement).

1. On September 22, 2020 the IUOE notified the University, that their members had failed to ratify the 2021-2023 WSU/IUOE collective bargaining agreement (Contract). This continued to be the case up to and after the October 1, 2020 statutory deadline although the University was amenable to return to the table to discuss options. Therefore, in accordance with chapter 41.80.090 of the Revised Code of Washington (RCW), the July 1, 2019 - June 30, 2021 Contract remains in place for one year, expiring June 30, 2022, at which time the University may unilaterally implement as appropriate.
1. **Juneteenth:** On July 25, 2021 [Substitute House Bill 1016](#) was passed, amending [RCW 1.16.050](#) and implementing the observance of Juneteenth. WSU intends to implement the Juneteenth holiday.

WSU has amended the [University Statutory Holidays](#) list to add Juneteenth. The University intends to extend the observation of this holiday to employees whose positions are covered by the WSU/IUOE Agreement on the same basis as non-represented classified staff. Guidelines for holiday schedules and pay will continue to be observed as outlined in Article 16.1 of the WSU/IUOE Agreement. Juneteenth will be observed on Monday June 20, 2022, in accordance with WSU's holiday schedule.

2. **Title IX:** In 2020, the Secretary of Education amended the regulations implementing Title IX of the Education Amendments of 1972 (Title IX). [WSU Executive Policy \(EP\) #15 Policy Prohibiting Discrimination and Harassment](#), was amended to address the legal requirements. Amendments include protection against discrimination based on immigration or citizenship status, expanded definitions of the 12 types of discrimination the policy protects against, and an appendix that includes specific examples of violations.

WSU intends to observe EP #15 amendments and follow University identified procedures to address actions implicating Title IX for employees whose positions are covered by the WSU/IUOE Agreement on the same basis as non-represented classified staff.

3. **Non-Permanent:** In 2019, [RCW 41.06.070](#) was modified to address which employee groups were exempt from Civil Service rules. On July 1, 2022 the state will implement rules providing for certain benefits for Non-Permanent employees. Should non-permanent employees be hired into Bargaining Unit 21, WSU will provide benefits to employees whose positions are covered by the WSU/IUOE Agreement on the same basis as non-represented classified staff

4. **Leave Without Pay (LWOP):**

1. 19.C.2 will be modified from:

- *Employees will not earn Annual Leave for any month in which Leave Without Pay exceeds ten (10) working days.*
- *To: Effective July 1 2022, employees will not earn annual leave for any month in which leave of absence without pay exceeds eighty (80) hours (prorated for part-time).*

2. 19.C.3 will be modified from:

- *Employees with Leave Without Pay exceeding eighty (80) hours in a month (prorated for part-time) will accrue a minimum of one hour of Sick Leave for every forty (40) hours worked.*
- *To: Effective July 1, 2022, employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual of sick leave proportionate to the number of hours in pay status, in the month to that required for full-time employment.*

3. 19.C.4 will be modified from:

- *Leaves of absence without pay authorized for the following will not be deducted from an employee's anniversary date, periodic increment date, or seniority:*
  - a. Leaves of absence without pay of ten (10) working days or less;*
  - b. Compensable work-related injury or illness leave;*
  - c. Military Leave;*
  - d. To reduce the effects of a layoff, provided the employee is returned within one (1) year following the date of layoff;*
  - e. To participate in collective bargaining contract negotiations; or*
  - f. To perform Union representational duties.*
- *To: Effective July 1, 2022, employees periodic increment date will not be adjusted for periods of leave without pay.*

4. 18.1.A.3 will be modified from:

- *Employees with Leave Without Pay exceeding eighty (80) hours in a month (prorated for part-time) will accrue a minimum of one (1) hour of Sick Leave for every forty (40) hours worked.*
- *To: Effective July 1, 2022, employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual of sick leave proportionate to the number of hours in pay status, in the month to that required for full-time employment.*

5. WSU will provide the following:

- *Effective July 1, 2022, leave without pay does not affect the rate in which employee accrues annual leave.*
- *Employees will, in their start and end months of employment, receive annual leave accruals prorated to the time in which they are in pay status. Annual Leave accruals for part-time employees will be proportionate to the number of hours in pay status in the month to that required for full-time employment.*
- *Employees will, in their start and end months of employment, receive sick leave accruals prorated to the time in which they are in pay status. Sick Leave accruals for part-time employees will be proportionate to the number of hours in pay status in the month to that required for full-time employment.*

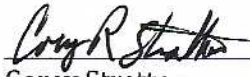
5. This agreement shall be effective upon signatures of both parties and shall continue through June 30, 2023 and will incorporate provisions of this MOU into subsequent negotiated collective bargaining agreements.



05/23/2022

Kendra Wilkins-Fontenot  
Labor Relations Officer  
Washington State University

Date



5/19/22

Corey Stratton  
Business Representatives  
International Union of Engineers

Date