

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

The following MOU is entered into by Washington State University (WSU/University) and International Union of Engineers (IUOE/Union) related to the 2025-2027 Collective Bargaining Agreement (Agreement or Contract).

1. The parties mutually recognize that the Steam Plant has a need for an additional level of expertise and leadership in the maintenance area.
2. Definitions
 - a. The Office of Financial Management (OFM) and [WAC 357-01-317](#) defines Supervisor as. (1) An employee who is assigned responsibility by management to participate in the following functions with respect to their subordinate employee(s): (a) Selecting staff; (b) Training and development; (c) Planning and assignment of work; (d) Evaluating performance; (e) Resolving grievances; and (f) Taking corrective action. (2) Participation in these functions is not routine and requires the exercise of individual judgment. (3) A supervisor must supervise a minimum of one full-time employee or equivalent (total of part-time FTEs).
 - b. [RCW 41.80.070](#) reads in part (1) A bargaining unit of employees covered by this chapter existing on June 13, 2002, shall be considered an appropriate unit, unless the unit does not meet the requirements of (a) and (b) of this subsection.....However, a unit is not appropriate if it includes: (a) Both supervisors and nonsupervisory employees.
 - c. [RCW 41.80.005\(13\)](#) for the purposes of bargaining unit inclusion/exclusion, defines supervisor as an employee who has authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, direct, reward, or discipline employees, or to adjust employee grievances, or effectively to recommend such action, if the exercise of the authority is not of a merely routine nature but requires the consistent exercise of individual judgment.
3. The University and the Union agree that should a Maintenance Mechanic 4 position be approved for the Steam Plant and filled, that while the duties of the position may meet the criteria outlined in the [WAC 357-01-317](#), the duties will not rise to the level of the criteria in [RCW 41.80.005\(13\)](#). The duties of the position would continue to include performing maintenance work for the unit.
4. The parties agree that the University may revisit the duties of the Maintenance Mechanic 4 at any time to address operational needs. The parties also agree that should duties change that would impact an occupied position's status in the Union, the University will notify the Union and provide them an opportunity to bargain any identified impacts in accordance with the Agreement.
5. The creation and review of classification duties would commence upon the parties signature.

For WSU



Kendra L. Hsieh Date

For IUOE



Corey Stratton Date