

# **Memorandum of Understanding**

The purpose of this Memorandum of Understanding between the United Faculty of Western Washington University (the “Union”), and Western Washington University (the “University”) is to memorialize an agreement to extend their collective bargaining agreement, covering the period from September 16, 2015 through September 15, 2020 (the “Agreement”), by one year.

## **Recitals**

On February 29, 2020, Governor Jay Inslee issued Proclamation 20-05 declaring a State of Emergency in all counties of the State of Washington to address the impacts of the COVID-19 virus. That proclamation was followed by many others directing closure of the State’s K-12 schools, prohibiting colleges and universities from convening face-to-face classes, and eventually ordering Washingtonians to stay at home if they are not considered essential employees.

The Governor’s orders, and Washington State’s mobilization to address the COVID-19 pandemic, occurred at a time when the parties were conducting preliminary meetings and beginning to schedule bargaining sessions to negotiate a successor to the Agreement. The parties recognize that the restrictions on activities ordered by Governor Inslee, the significant efforts of faculty to quickly shift their instruction to an online modality, the significant efforts of administrators managing the University’s response to the pandemic, and the uncertainty regarding the economic impact of the pandemic on the University make it impractical to engage in full-scope bargaining at this time. The parties have therefore entered into this Memorandum of Understanding to extend the Agreement by one (1) year so that negotiations for a successor to the Agreement can occur in a more suitable environment.

## **Agreement**

Now, therefore, the parties agree as follows:

1. The term of the Agreement will be extended by one year, with a new termination date of September 15, 2021 (the “Extension”).
2. Compensation rates during the Extension for all faculty will remain at the rates in effect as of September 15, 2020, unless changed by Sections 22.3, 22.4, and/or 22.5.3, or by the parties through the reopener described in Paragraph 3 below.
3. The parties agree to reopen bargaining no later than twenty-one (21) calendar days after the tenth (10<sup>th</sup>) day of instruction for Fall 2020 for the sole purpose of negotiating potential compensation increases during the Extension. The parties will review the University’s financial condition as of Fall 2020, including the State appropriation to the University for Fiscal Year 2021 usable for operational needs; the University’s net operating tuition revenue for Fall 2020, measured following the tenth (10<sup>th</sup>) day of instruction; and any additional Federal, State, or other one-time funds/revenue streams related to the COVID-19 pandemic.

4. The University will use good faith efforts to keep the Union informed about changes to its State appropriations, initial enrollment information available during the summer of 2020 for Fall 2020, and any additional one-time funds/revenue streams (Federal, State or other sources) related to the COVID-19 pandemic. No later than seven (7) calendar days after the tenth (10<sup>th</sup>) day of instruction for Fall 2020, the University will provide the Union with its net operating tuition revenue for Fall 2020.

5. Any compensation increases negotiated pursuant to the reopener described in Paragraph 3 above will be limited to a maximum increase of three percent (3%). Compensation increases may, upon mutual agreement, be paid retroactive to a date no earlier than September 16, 2020.

6. Except as described in this Memorandum, the terms and conditions of the Agreement will remain in effect during the Extension unless modified by written agreement of the parties.

7. This Memorandum will expire on the effective date of a successor to the Agreement.

Signed and Dated this 29th day of April, 2020.

Western Washington University

United Faculty of Western Washington  
University

*Sabah Randhawa*

*Rich Brown*

By Sabah Randhawa

By Rich Brown

Title President

Title President, UFWW