

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WASHINGTON FEDERATION OF STATE EMPLOYEES  
AND  
CENTRAL WASHINGTON UNIVERSITY

This Memorandum of Understanding (MOU) sets forth the following Agreement between the Washington Federation of State Employees, AFSCME Council 28 (The "Union") and Central Washington University (The "University"). The parties agree to the following updates to Article 1 and to replace Article 5 with the following to be in effect from January 1, 2025 to June 30, 2025:

**ARTICLE 1 - UNION RECOGNITION**

1.1 The State and the Employer recognize the Union as the exclusive bargaining representative for the employees in the bargaining unit described in Central Washington University, PERC Decision 13994 (PSRA, 2024) as:

All nonsupervisory classified custodial, trades, food services, grounds, plant maintenance, and security employees covered by chapter 41.06 RCW and chapter 41.80 RCW, including qualifying temporary employees as defined by WAC 357-04-045, employed by Central Washington University, excluding confidential employees, internal auditors, supervisors, and all other employees.

1.2 This Agreement covers the employees in the bargaining units but does not cover any statutorily-excluded positions.

1.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit of non-uniformed personnel at Central Washington University, the terms of this Agreement will apply.

**ARTICLE 5 – TEMPORARY AND NONPERMANENT APPOINTMENTS**

5.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in a twelve (12) consecutive month period from the individual's original date of hire. For the purposes of counting the one thousand fifty (1,050) hours, the twelve (12) month period will begin on the employee's original date of hire.

A. Represented Individuals Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours in a twelve (12) consecutive month period from the original date of hire who are members of the bargaining unit represented by the Union, are governed by the specific terms of this Article. Once the employee works at least three hundred fifty (350) hours the employee

remains a represented individual until the end of the twelve (12) month period in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the original date of hire.

- B. Unless identified in Sections 5.8, 5.11, 5.12 and 5.13, below, no other Articles in this Agreement apply to represented individuals.

## 5.2 Temporary Appointment Notice

Prior to the start of a temporary, the temporary or appointee must be notified in writing of the conditions of the appointment. The written notification must contain the following information regarding the appointment:

1. The reason for the appointment;
2. The hours of work and the hourly rate of pay;
3. The anticipated duration of the appointment;
4. A statement regarding the receipt or non-receipt of benefits;
5. A description of when they may become a represented individual, included in the bargaining unit and covered by this Agreement; provision; and
6. The right to request remedial action as provided in 5.7 below.

## 5.3 Compensation

The Employer will continue current practices regarding salary assignments for represented individuals.

## 5.4 Hours of Work and Overtime

The University will assign the hours of work for overtime-eligible represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1 ½) times the overtime-eligible represented individual's regular rate of pay.

## 5.5 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the University.

## 5.6 Suspended Operations

If the President or designee of the University determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the University, the following will govern represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.

- B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during their workweek.
- C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during suspended operations will be compensated in accordance with Section 5.4, above

5.8 Training and Employee Development

Sections 9.2 and 9.3 of Article 9, Training and Employee Development apply to represented individuals.

5.9 New Member Orientation

The Employer will notify the Union of any newly represented temporary employees. The Union will be given the opportunity to have a Union representative speak with the newly represented temporary employees for not more than thirty (30) minutes to provide information about the Union and this Agreement.

5.10 Privacy and Off-Duty Conduct

Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality. An employee will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Human Resources Office or appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

5.11 Reasonable Accommodation Sections 31.1 through 31.4 of Article 31, Reasonable Accommodation and Disability Separation, apply to represented individuals.

5.12 Other Provisions

The following Articles in this Agreement apply to represented Temporary or Nonpermanent individuals:

- Article 1 Union Recognition
- Article 2 Non-Discrimination
- Article 3 Workplace Behavior
- Article 8 Overtime
- Article 13.3 Safety and Health
- Article 13.4 Employee Assistance Program
- Article 19 Uniforms, Tools and Equipment
- Article 20 Drug and Alcohol-Free Workplace
- Article 21 Travel
- Article 22 Commute Trip Reduction and Parking
- Article 23 Licensure and Certification
- Article 29 Legal Defense

Article 30 Employee Files  
Article 33 Management Rights  
Article 34 Mandatory Subjects  
Article 35 Union-Management Communication Committee  
Article 37 Union Activities  
Article 38 Dues Deduction and Status Reports  
Article 41 Healthcare Benefit Amounts (if qualified per PEBB)  
Article 42 Childcare Centers  
Article 43 Employee Lounge Facilities  
Article 44 Strikes  
Article 46 Entire Agreement  
Article 47 Savings Clause  
Article 48 Printing and Distribution of Agreement  
Article 49 Term of Agreement

### 5.13 Grievance

For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals. The provisions of Article 28, Grievance Procedure, apply to represented individuals as follows:

- 28.1 Applies in its entirety.
- 28.2.A. Does not apply.
- 28.2.B-O. Apply in their entirety.
- 28.3.A. Applies in its entirety.
- 28.3.B. Does not apply.
- 28.3.C. Step 1 Applies in its entirety.
- 28.3.C. Step 2 Applies in its entirety.
- 28.3.C. Step 3 Applies only for non-disciplinary grievances.
- 28.3.C. Step 4 Applies only for non-disciplinary grievances.
- 28.4 Applies in its entirety.

The remainder of Article 28, Grievance Procedure, does not apply

## 5.14 – NONPERMANENT APPOINTMENTS

### 5.14.1. Definition

A Nonpermanent position can be created when any of the following conditions are met:

- A. CWU is recruiting to fill a vacant position with a permanent position;
- B. CWU needs to address a short-term immediate workload peak or other short-term needs;
- C. CWU is not filling a position with a permanent position due to the impending or actual layoff of a permanent employee(s);
- D. CWU is filling positions when a worker is on a leave-of-absence; or
- E. Temporary project.

### **5.14.2 Types of Nonpermanent Positions:**

Employees in Nonpermanent positions are considered nonscheduled and are not assigned a fixed schedule or amount of working time in a workweek.

### **5.14.3 Nonpermanent Duration of Appointments:**

A. The initial duration of a Nonpermanent appointment cannot exceed twelve (12) months from the hire date. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as any subsequent appointment is to a different position.

B. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 28 Grievance Procedure.

C. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one workday of notice required for Nonpermanent Employees.

D. If at any time during a Nonpermanent appointment, a short-term workload peak or other short-term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.

### **5.14.4 Hours of Work and Overtime.**

A. Hours of work for Nonpermanent Employees shall be established by the employing official. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's regular rate.

All paid holiday credit hours used during the employee's regular work schedule are considered time worked for the calculation of overtime. Time paid for but not worked shall not count towards the calculation of overtime.

B. **Minimum Work Availability.** The Employer may require employees in Nonpermanent positions to provide at least a minimum number of available hours or shifts each week, month or schedule block to include available weekend and holiday hours. Employees out of compliance may have their appointment terminated. Appointments may also end due to a lack of work. Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

### **5.14.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.**

A. A Nonpermanent Employee hired into a regular bargaining unit position is required to serve a probationary period.

B. A Nonpermanent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment

will have their Nonpermanent hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.

C. The Employer may convert a Nonpermanent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent position or if the Nonpermanent position was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period, whichever is applicable.

#### **5.14.6 Compensation.**

- A. The rate of pay for employees under this Article must be placed on a salary step within the range for the classified title that best fits the work.
- B. Periodic Increases up to the top automatic step will be administered the same as regular positions in the same classification.

The progression start date shall be established as follows:

- 1. The first of the current month for actions occurring between the first and the fifteenth of the month; or,
- 2. The first of the following month for actions occurring between the sixteenth and the end of the month.

**Premiums:** All positions filled by nonpermanent employees shall continue to receive the premiums and differentials received by represented regular temporary employees including any increases in the amounts of those premiums and differentials as provided for in this Agreement.

#### **5.14.7 Sick Time Off**

A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per WAC 357-31.

B. Employees in Nonpermanent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.

#### **5.14.8 Vacation Time Off**

A. Employees in Nonpermanent positions will accrue per Civil Service Vacation Leave for CWU and use vacation leave per WAC 357-31.

B. Employees in Nonpermanent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.

C. Employees in Nonpermanent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 11 Vacation Time.

D. Employees in Nonpermanent positions are subject to the maximum vacation time off accrual rules as outlined in Article 11 Vacation Time.

#### **5.14.9 Holidays and Holiday Credit**

Employees in Nonpermanent positions will receive holiday credit.

- A. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hired date.
- B. Employees in Nonpermanent positions shall be paid for holiday credit in accordance with Article 10 Holidays.
- C. Holiday credit may be used in lieu of any other leave type covered in the collective bargaining agreement. All holiday credit must be used annually in accordance with the CWU's leave policy. An employee who does not use their accrued holiday credit by the date specified in CWU's leave policy will receive monetary compensation. Holiday credit must be paid when:
  - a. The employee separates from State service for any reason.
  - b. The employee is appointed to a position with a different department.

**5.14.10 Holiday Premium.** If an employee works one of the following holidays, they will receive time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

#### **5.14.11 Personal Holiday**

- B. Employees in Nonpermanent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is requested to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

**5.14.12 Miscellaneous Leave.** If eligible, the Employer will continue to provide Family and Medical Leave, Domestic Violence Leave, Civil Duty Leave (as unpaid release time), Leave Without Pay for Reason of Faith or Conscience, and paid Military Leave in accordance with University Policy, Article 13 Family and Medical Leave and Pregnancy Disability.

Both parties agree to the changes in Article 1 and Article 5 as noted above. Any other agreed upon changes to other articles will take effect on July 1, 2025.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS MOU.

**FOR CENTRAL WASHINGTON**

**UNIVERSITY**

*Megan A. Kratzer*  
Megan Kratzer  
Director of Labor Relations

**FOR WASHINGTON FEDERATION OF  
STATE EMPLOYEES**

*T. Wray*  
Thomas Wray  
Labor Advocate - WFSE