

1 **MEMORANDUM OF UNDERSTANDING**

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4 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING  
5 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL  
6 1948 CENTRAL WASHINGTON UNIVERSITY CHAPTER, AND CENTRAL WASHINGTON  
7 UNIVERSITY PURSUANT TO ARTICLE 48, SECTION 48.1. OF THE CURRENT COLLECTIVE  
8 BARGAINING AGREEMENT.  
9

10  
11 The parties agree to the following:

- 12  
13 1. To amend Article 47 – TEMPORARY AND NONPERMANENT APPOINTMENTS to read as  
14 follows:  
15

16 **ARTICLE 47 – (A) TEMPORARY AND NONPERMANENT APPOINTMENTS**

17 **47.1 Temporary Appointments**

18 The University may make temporary appointments. Individuals in temporary appointments are limited  
19 to one thousand fifty (1,050) hours of work in any twelve (12) consecutive month period from the  
20 individual’s original date of hire. The University will maintain a current temporary pool of PSE  
21 members interested in working during their cyclic leave periods. Departments will have access to this  
22 pool to fill future temporary appointments.

23 **47.1.1 Represented Individuals**

24 Excluding students, individuals in temporary appointments who work between three hundred fifty  
25 (350) hours and one thousand fifty (1,050) hours in the twelve (12) consecutive month period defined  
26 above who are members of the bargaining units identified in Appendix A represented by the Union, are  
27 governed by the specific terms of this Article. Unless identified in Section 47.4, below, no other  
28 Articles in this Agreement apply to represented individuals.

29 **47.1.2 Compensation for Represented Individuals**

30 There are five (5) pay levels:

31 a. Level 1: Typically, the majority of the work performed is similar to the following classifications,  
32 including but not limited to: Office Assistant 2 and 3, Customer Service Specialist, Fiscal Technician  
33 2, Media Technician, Program Assistant, Scientific Technician, Secretary, and Library & Archives  
34 Paraprofessional 1.

35 i. Level 1 Pay rate –Salary Range 30- Salary Range 34

36 b. Level 2: Typically, the majority of the work performed is similar to the following classifications,  
37 including but not limited to: Fiscal Technician 3, Media Assistant 3, Research Technologist 1,  
38 Secretary Lead, Secretary Senior, Library & Archives Paraprofessional 2 and 3.

- 1 i. Level 2 Salary Range 32 – Salary Range 39
- 2 c. Level 3: Typically, the majority of the work performed is similar to the following classifications,  
3 including but not limited to: Fiscal Specialist 1, Engineering Technician 1, Instruction & Classroom  
4 Support Technician 2, Piano Technician, and Library & Archives Paraprofessional 4.
- 5 i. Level 3 Pay rate - Salary Range 37 – Salary Range 46
- 6 d. Level 4: Typically, the majority of the work performed is similar to the following classifications,  
7 including but not limited to: Engineering Technician 2 and 3, Engineering Assistant, Instruction &  
8 Classroom Support Technician 3 and 4, Clinical/Medical Technologist 1.
- 9 i. Level 4 Pay rate - Salary Range 40 – Salary Range 51
- 10 e. Level 5: Typically, the majority of the work performed is similar to the following classifications,  
11 including but not limited to: Physician Assistant/Advanced Registered Nurse Practitioner, Registered  
12 Nurse 2.
- 13 i. Level 5 Pay rate - Salary Range 58N – Salary Range 76N

14 **47.2 Overtime-Eligible Employees Hours of Work and Overtime**

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

19 **47.3 Release Time for Interviews**

20 A maximum of three (3) hours paid release time will be granted to represented individuals during the  
21 individuals scheduled work hours for the purposes of interviewing for positions within the University.  
22 Employees will be expected to return to work as soon as possible after the conclusion of their  
23 interview.

24 **47.4 Other Provisions**

25 The following articles in this Agreement apply to represented Temporary and Nonpermanent  
26 individuals:

- 27 Childcare Centers
- 28 Drug and Alcohol Free Workplace
- 29 Dues Deduction and Union Security
- 30 Employee Assistance Program
- 31 Entire Agreement
- 32 Labor-Management Communication Committee
- 33 Management Rights
- 34 Nondiscrimination and Affirmative Action
- 35 Parking
- 36 Personnel Files

1 Safety and Health  
2 Term of Agreement  
3 Travel and Expenses  
4 Uniforms, Tools and Equipment

5  
6 **47.5 Grievance**

7 For the purposes of this Section, a grievance is defined as an allegation by a represented individual or  
8 group of represented individuals that there has been a violation, misapplication, or misinterpretation, of  
9 a provision of this Agreement that is applicable to represented individuals.

10 47.5.1 The provisions of ARTICLE 15 – GRIEVANCE PROCEDURE, apply to represented  
11 Temporary and Nonpermanent individuals as follows:

12 15.1 Applies in its entirety.

13 15.2 Does not apply.

14 15.3 through 15.9 Apply in their entirety.

15 15.10.1 Step 1 Applies in its entirety.

16 15.10.2 Step 2 Applies in its entirety.

17 The remainder of ARTICLE 15 – GRIEVANCE PROCEDURE, does not apply.  
18

19 **47.6 – NONPERMANENT APPOINTMENTS**

20  
21 **47.6.1. Definition**

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

23 A. CWU is recruiting to fill a vacant position with a permanent position;

24 B. CWU needs to address a short-term immediate workload peak or other short-term needs;

25 C. CWU is not filling a position with a permanent position due to the impending or actual layoff of a  
26 permanent employee(s);

27 D. CWU is filling positions when a worker is on a leave-of-absence; or

28 E. Sporadic.  
29

30 **47.6.2 Types of Nonpermanent Positions:**

31 A. Employees in Nonpermanent positions are considered nonscheduled and are not assigned a fixed  
32 schedule or amount of working time in a workweek.  
33

34 **47.6.3 Nonpermanent Duration of Appointments:**

35 A. The initial duration of a Nonpermanent appointment cannot exceed twelve (12) months from  
36 the hire date as outlined in 47.6.1 A, B, C and D. 47.6.1 E (Sporadic) appointments can exceed twelve  
37 (12) months. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly  
38 appointments as long as any subsequent appointment is to a different position.

39 B. Conclusion of the appointment will be at the discretion of the University, including termination  
40 of appointment prior to its originally intended expiration date, and will not be subject to Article 15  
41 Grievance Procedure.

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

1 D. If at any time during a Nonpermanent appointment, a short-term workload peak or other short-  
2 term need becomes ongoing and permanent in nature, the Employer must take action to fill the position  
3 on a permanent basis.  
4

#### 5 **47.6.4 Hours of Work and Overtime.**

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

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

13 B. Minimum Work Availability. The Employer may require employees in Nonpermanent  
14 positions to provide at least a minimum number of available hours or shifts each week, month or  
15 schedule block to include available weekend and holiday hours. Employees out of compliance may  
16 have their appointment terminated. Appointments may also end due to a lack of work.  
17 Assignment of hours or continuation of employment is at the discretion of the Employer and is not  
18 grievable.  
19

#### 20 **47.6.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular**

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

23 B. A Nonpermanent Employee who is hired into a regular position in the same job classification in  
24 the same unit without a break in service through open recruitment will have their Nonpermanent hours  
25 of service apply toward their probationary period for that position up to a maximum of three (3)  
26 months.

27 C. The Employer may convert a Nonpermanent position into a permanent position if the Employer  
28 used a competitive process to fill the Nonpermanent position or if the Nonpermanent position was  
29 filled using a veteran placement program. In such circumstances the employee will serve a  
30 probationary or trial service period, whichever is applicable.  
31

#### 32 **47.6.6 Compensation.**

33 A. The rate of pay for employees under this Article must be placed on a salary step within the  
34 range for the classified title that best fits the work.

35 B. Periodic Increases up to the top automatic step will be administered the same as regular  
36 positions in the same classification.  
37

38 The progression start date shall be established as follows:

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

43 **Premiums:** All positions filled by nonpermanent employees shall continue to receive the premiums  
44 and differentials received by represented regular employees including any increases in the amounts of  
45 those premiums and differentials as provided for in this Agreement.  
46

#### 47 **47.6.7 Sick Time Off**

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

1 B. Employees in Nonpermanent positions will earn a monthly sick time accrual proportionate to the  
2 number of hours in pay status (excluding overtime hours) in the month to that required for full-time  
3 (1.0 FTE) employment. Sick time accruals cannot exceed eight (8) hours in a month.

#### 4 5 **47.6.8 Vacation Time Off**

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

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

11 C. Employees in Nonpermanent positions will receive vacation time off accrual rate increases in  
12 accordance with the accrual schedule in Article 56 Vacation Time Off.

13 D. Employees in Nonpermanent positions are subject to the maximum vacation time off accrual  
14 rules as outlined in Article 56 Vacation Time Off.

#### 15 16 **47.6.9 Holidays and Holiday Credit**

17 Employees in Nonpermanent positions will receive holiday credit.

18 A. Holiday credit is a balance of time off that is received in lieu of holiday compensation for  
19 employees in Nonpermanent positions. Holiday credit accrual is proportionate to the number of  
20 hours in pay status (excluding overtime hours) in the same month of the holiday to that required for  
21 full-time (1.0FTE) employment, excluding all holiday hours. Holiday credit accrual will be  
22 calculated at the end of the month. Employees in Nonpermanent positions hired during the month  
23 of the holiday will not receive credit for holidays that occur prior to their hired date.

24 B. Employees in Nonpermanent positions shall be paid for holiday credit in accordance with Article  
25 17 Holidays and WAC 357-31-025.

26 C. Holiday credit may be used in lieu of any other leave type covered in the collective bargaining  
27 agreement. All holiday credit must be used annually in accordance with the CWU's leave policy.  
28 An employee who does not use their accrued holiday credit by the date specified in CWU's leave  
29 policy will receive monetary compensation. Holiday credit must be paid when:

- 30 1. The employee separates from State service for any reason.
- 31 2. The employee is appointed to a position with a different department.

32 **47.6.10 Holiday Premium.** If an employee works one of the following holidays, they will receive  
33 time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr.  
34 Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day,  
35 Thanksgiving Day, Native American Heritage Day, and Christmas Day.

#### 36 **47.6.11 Personal Holiday**

37 Employees in Nonpermanent positions earn one personal holiday per calendar year if the employee is  
38 scheduled to be, or has been, continuously employed by CWU for at least four months at a rate  
39 proportionate to the number of hours in pay status (excluding overtime hours) in the same month when  
40 the personal holiday is requested to that required for full-time (1.0 FTE) employment, excluding all  
41 holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours. An employee who is  
42 scheduled to work less than six continuous months over a period covering two calendar years only  
43 receives one personal holiday during their period of employment.

#### 44 45 **47.6.12 Miscellaneous Leave**

1 If eligible, the Employer will continue to provide Family and Medical Leave, Domestic Violence  
2 Leave, Civil Duty Leave (as unpaid release time), Leave Without Pay for Reason of Faith or  
3 Conscience, and paid Military Leave in accordance with University Policy, and Pregnancy Disability.  
4

5 This Memorandum of Understanding shall become effective upon signature of both parties  
6 and shall remain in effect until June 30, 2025.  
7

8 PUBLIC SCHOOL EMPLOYEES  
9 OF WASHINGTON/ SEIU LOCAL 1948  
10 PSE of CWU

Central Washington University

11  
12  
13 BY:   
14 Mark Young, Chapter President

11  
12  
13 BY:   
14 JoAnn Hundtoft, Director Employee  
15 Services and Talent Acquisition

16  
17  
18 DATE: 5-23-2023  
19

DATE: 5-16-2023