

1 **MEMORANDUM OF UNDERSTANDING**

BETWEEN

CENTRAL WASHINGTON UNIVERSITY (UNIVERSITY)

AND

THE WASHINGTON FEDERATION OF STATE EMPLOYEES (UNION)

2 **MOU – VACATION ACCRUAL CAP INCREASE**

3 **The parties agree that Article 11 – Vacation Leave of the 2023-2025 CWU-WFSE collective**
4 **bargaining agreement will be modified as described, effective June 6, 2024:**

5
6 11.1 Employees will retain and carry forward any eligible and unused vacation leave
7 that was accrued prior to the effective date of this Agreement.

8 11.2 Vacation Leave Credits

9 Employees will be credited with vacation leave accrued monthly, according to the rate
10 schedule and vacation leave accrual below.

11
12 11.3 Vacation Leave Accrual

13 Full-time employees will accrue vacation leave according to the rate schedule below
14 under the following conditions:

- 15
16 1. Employees working less than full-time schedules will accrue vacation leave on
17 the same pro rata basis that their appointment bears to full-time employment.
- 18
19 2. Full-time employees who have been in pay status for eighty (80) non-
20 overtime hours in a calendar month will accrue vacation leave according to the
21 rate schedule.
- 22
23 3. Part-time employees will accrue vacation leave in any calendar month in which
24 they are in pay status for the portion of eighty (80) hours that their monthly
25 schedule bears to full-time employment.
- 26
27 4. The scheduled period of cyclic year position leave without pay will not be
28 deducted for purposes of computing the rate of vacation leave accrual for cyclic
29 year employees.
- 30
31 5. Vacation leave accruals for the prior calendar month will be credited and
32 available for employee use the first of the next calendar month.
- 33
34 6. Unused vacation leave credits of employees who change Washington State
35 employers without a break in service will transfer with the employee to the new
36 employer. An employee who brings an accrued balance from another

Washington State employer may use the previously accrued vacation leave during the probationary or trial service period.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

11.5 Vacation Scheduling for 24/7 Operations

In the event that two (2) or more employees request the same vacation period, the supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements. Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees contemporaneously request the same vacation period and the number must be limited, the requests will be considered to have been filed in order of seniority.

11.6 Vacation Scheduling for All Employees

- A. Vacation leave will be charged in the amount actually used by the employee.
- B. When considering requests for vacation leave the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the Employer. In the event two (2) or more employees

58 contemporaneously request the same vacation period and the number must be
59 limited, the requests will be considered to have been filed in order of seniority.
60

61 C. An employee will not request or be authorized to take scheduled vacation leave
62 if they will not have sufficient vacation leave to cover such absence at the time
63 the leave will commence.
64

65 D. Vacation leave will be approved or denied within ten (10) calendar days of
66 the request. If the leave is denied, a reason will be provided in writing.
67

68 E. Employees may submit in writing to their supervisor their preferences for
69 vacation leave for the period of May 1st of the current year through the end of
70 April of the next year. Employees on the schedule will have priority and be
71 granted their vacation leave requests at the times specified, if possible, over
72 those who have not submitted their vacation leave requests by April 30th of each
73 year. The Employer may compile and post a vacation leave schedule by work
74 unit.
75

76 11.7 Family Care, Military Family Leave and Domestic Violence Leave

77 Family Care, Military Family Leave and Domestic Violence Leave will be conducted in
78 accordance with current applicable federal and state laws, state and CWU policies,
79 regulations, and procedures.
80

81 11.8 Use of Vacation Leave for Sick Leave Purposes

82 The Employer may allow an employee who has used all of their sick leave to use
83 vacation leave for sick leave purposes as provided in Article 12.2.A.1-2. An
84 employee who has used all of their sick leave may use vacation leave for sick leave
85 purposes as provided in Article 12.2.A.3-11.
86

87 11.9 Emergency Childcare

88 Employees may use vacation leave for childcare emergencies after the employee
89 has exhausted all of their accrued compensatory time. Use of vacation leave and
90 sick leave for emergency childcare is limited to a combined maximum of four (4) days
91 per calendar year.

92 11.10 Vacation Cancellation

93 Should the Employer be required to cancel scheduled vacation leave because of an
94 emergency or exceptional business needs, affected employees may select new
95 vacation leave from available dates. In the event the affected employee has incurred
96 non-refundable, out-of-pocket vacation expense, the employee may be reimbursed by
97 the Employer.

98

99

100 11.11 Vacation Leave Maximum

101 Employees may accumulate maximum vacation leave balances not to exceed two
102 hundred and ~~forty-eighty~~ (240280) hours. However, there are two (2) exceptions that
103 allow vacation leave to accumulate above the maximum:

104 A. If an employee's request for vacation leave is denied by the Employer, and the
105 employee is close to the vacation leave maximum, the Employer will grant an
106 extension for each month that the Employer must defer the employee's request for
107 vacation leave.

108 B. An employee may also accumulate vacation leave days in excess of two hundred
109 and ~~forty-eighty~~ (240280) hours as long as the employee uses the excess balance
110 prior to their anniversary date. Any leave in excess of the maximum that is not
111 deferred in advance of its accrual as described above, will be lost on the
112 employee's anniversary date.

113 11.12 Separation

114 Any employee who has been employed for at least six (6) continuous months, who
115 either resigns with adequate notice or retires, is laid off or is terminated by the
116 Employer, will be entitled to be paid for all vacation leave credits. In addition, the
117 estate of a deceased employee will be entitled to payment for all vacation leave
118 credits.

119
120 11.13 Addendum

121 If the vacation leave accrual amounts are adjusted in WAC, CWU will incorporate said
122 changes.

123

Agreed To:	
For the Union:	For the Employer:
<u>T. Wray</u>	<u>Eric Halberstam</u>
Date: April 11, 2024	Date: 4/11/24

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