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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE WASHINGTON FEDERATION OF STATE EMPLOYEES (UNION)**

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**MOU – VACATION ACCRUAL CAP INCREASE**

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The parties agree that the following Articles of the 2023-2025 UW-WFSE Master collective bargaining agreement will be modified as described in the following attachments, effective June 6, 2024:

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- Attachment 1: Article 16 – Holidays

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- Attachment 2: Article 17 – Vacations

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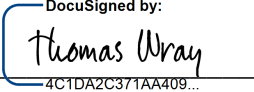
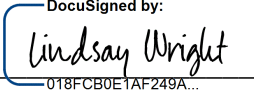
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- Attachment 3: Article 52 – Overpayment Recovery

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Tentatively Agreed To:	
For the Union:	For the Employer:
 <small>DocuSigned by: Thomas Wray 4C1DA2C371AA409...</small>	 <small>DocuSigned by: Lindsay Wright 018FCB0E1AF249A...</small>
Date: 4/5/2024	Date: 4/4/2024

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**ATTACHMENT 1**

1 **ARTICLE 16 – HOLIDAYS**

2 **16.1. Holidays.** The present holiday schedule includes the following ten (11) days with  
3 pay.

- 4 • New Year’s Day
- 5 • Martin Luther King Jr. (Third Monday of January)
- 6 • President’s Day (Third Monday of February)
- 7 • Memorial Day
- 8 • Juneteenth (June 19th)
- 9 • Independence Day
- 10 • Labor Day
- 11 • Veteran’s Day
- 12 • Thanksgiving Day
- 13 • Native American Heritage Day
- 14 • Christmas Day

15 Holidays are prorated for part-time employees.

16 To be paid for a holiday not worked Employees must be in pay status for at least four  
17 (4) hours on the last scheduled work shift preceding the holiday. For the purpose of this  
18 article, time spent on temporary layoff is considered time in paid status.

19 The Employer may designate other days or shifts to be observed in lieu of the above  
20 holidays.

21 **16.2. Holiday Pay Rules.**

22 The following applies to the holidays listed in this Article:

23 **Full Time Employee:**

- 24 A. When the holiday falls on the full time employee’s regularly scheduled work day  
25 and is worked, the employee will be paid holiday premium pay (one and one half)  
26 for all hours worked. The employee will also receive eight (8) hours of holiday  
27 credit.
- 28 B. When the holiday falls on the full time employee’s regularly scheduled work day  
29 and is not worked, the employee will be paid eight (8) hours at the employee’s  
30 regular rate of pay. If the employees shift is more than eight (8) hours, the  
31 employee will be allowed to use compensatory time, holiday credit, vacation time  
32 off, or unpaid time off to complete the regularly scheduled work hours for the day.
- 33 C. When the holiday falls on the employee’s regularly scheduled day off, the  
34 employee will receive eight (8) hours of holiday credit.

35 **Part Time Employee:**

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- 1 D. When the holiday falls on the part time employee's regularly scheduled work day  
2 and is worked, the employee will be paid holiday premium pay (one and one half)  
3 for all hours worked. The employee will also receive the prorated to full time  
4 number of hours of holiday credit.  
5 E. When the holiday falls on the part time employee's regularly scheduled work day  
6 and is not worked, the employee will be paid the prorated to full time number of  
7 hours at the employee's regular rate of pay.

8 **Night Shift Employees:** The holiday for night shift employees whose work schedule  
9 begins on one calendar day and ends on the next will be the shift in which half or more  
10 of the hours fall on the calendar holiday. That shift will be treated as the holiday and  
11 paid in accordance with the above holiday pay rules.

**12 Holiday Credit:**

- 13 A. Holiday credit will be used and scheduled by the employee in the same manner  
14 as vacation time off in Article 17. Holiday credit must be used before vacation  
15 time off unless doing so would cause the employee to exceed the two hundred  
16 ~~forty-eighty~~ (240280) hour vacation time off accrual limit.  
17 B. Holiday Credit Cash Out. All holiday credit must be used by June 30th of each  
18 year. The employee's holiday credit balance will be cashed out every June 30th  
19 or when the employee leaves University employment for any reason. The  
20 employee's holiday credit balance may be cashed out when the employee:  
21 1. Transfers to a position in their department with different funding sources  
22 or,  
23 2. Transfers to a position in another department.

**24 16.3. Personal Holiday.**

- 25 A. Each employee may select one personal holiday each calendar year in  
26 accordance with the following:  
27 1. The employee has been continuously employed by the University for more  
28 than four (4) months;  
29 2. The employee has requested and been approved to take the personal  
30 holiday in accordance with Article 17 Vacation Time Off  
31 3. The personal holiday must be taken by the employee in one absence not  
32 to exceed the work shift on the day of the absence.  
33 B. It is the employee's responsibility to schedule the Personal Holiday before  
34 December 31<sup>st</sup> if not requested it is forfeited.  
35 C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and  
36 cannot be rescheduled before December 31<sup>st</sup>.  
37 D. Full-time employees shall receive eight (8) hours of regular pay for the personal  
38 holiday. Any differences between the scheduled shift for the day and eight (8)

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- 1 hours may be adjusted by use of compensatory time, holiday credit, vacation
- 2 time off, or unpaid time off.
- 3 E. Part-time employees shall be entitled to a pro-rated number of paid hours on a
- 4 Personal Holiday based on their FTE.

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**ATTACHMENT 2**1 **ARTICLE 17 – VACATIONS**

2 **17.1. Accrual.** Employees will accrue vacation time off during the new hire probationary  
3 period.

4 The current accrual schedule for full-time employees (prorated for part-time), to be  
5 credited monthly, is as follows:

**Length of Service Hours Per Month Days/Hours Per Year**

1st year	8.00	12/96
2nd year	8.67	13/104
3rd year	9.33	14/112
4th year	10.00	15/120
5th year	10.67	16/128
6th year	11.33	17/136
7th year	12.00	18/144
8th year	12.67	19/152
9th years	13.33	20/160
10th year	14.00	21/168
11th year	14.67	22/176
12th-19th year	15.33	23/184
20th-24th year	16	24/192
25th year or more	16.67	25/200

6 **17.2.** The annual vacation schedule in each work unit shall be established in the  
7 existing departmental manner or as follows:

- 8 A. Twice each year, on or about April 1 and October 1, a vacation request sheet  
9 shall be circulated to the bargaining unit employees. Each employee shall be  
10 given the opportunity to indicate their preference of a vacation time period for the  
11 subsequent six (6) months. Supervision shall endeavor to schedule vacations  
12 according to the employee's wishes. In the event that two or more bargaining unit  
13 employees from the same unit request the same vacation period and supervision  
14 must limit the number of persons who may take leave at one time due to work  
15 requirements, preference shall be determined by departmental seniority. If  
16 departmental seniority is equal, the determination will be decided by lot.
- 17 B. Supervision shall post the vacation schedule by May 1 and November 1, which  
18 shall remain in effect for each succeeding six (6) months period, that is, June 1  
19 through November 30, and December 1 through May 31, respectively. Individual  
20 vacation periods may be changed at any time by mutual agreement between the  
21 employee(s) concerned and supervision. However, in no case shall an

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1 employee's scheduled vacation interfere with the necessary work of the  
2 organization, the determination of which shall rest with supervision.  
3 C. Employees may make a supplemental vacation request (those made outside the  
4 provisions of 17.2(a) at any time. Such supplemental requests shall not take  
5 precedence over requests scheduled in accordance with 17.2(a). Individual  
6 vacation periods may be changed at any time by mutual agreement between the  
7 employee(s) concerned and supervision; however in no case shall an employee's  
8 scheduled vacation interfere with the necessary work of the organization, the  
9 determination of which shall rest with supervision.  
10 An employee who makes a supplemental vacation request will be notified  
11 whether the request is approved or denied within a reasonable period of time, but  
12 in no case more than seven (7) calendar days after the supplemental vacation  
13 request is submitted according to department procedure.

14 **17.3.** Any bargaining unit employee who may be transferred to another unit or removed  
15 from the bargaining unit by promotion or transfer shall alter their preferred vacation  
16 period if in conflict with a previously established vacation schedule.

**17 17.4. Vacation Denial.**

18 When an employee's vacation cannot be approved, the supervisor shall schedule the  
19 employee's vacation at the next earliest date requested by the employee if available  
20 and deemed possible by the supervisor. If an employee's request for vacation leave is  
21 denied, the Employer, upon request, must provide the reason for denying vacation  
22 leave electronically or in writing.

**23 17.5. Holiday Rotation.**

24 Vacation requests filed in accordance with 17.2 for the week including Thanksgiving and  
25 the weeks including Christmas Day and New Year's Day shall be granted on a rotating  
26 basis. The rotation will begin with the most senior person and shall proceed in that order  
27 until all staff wishing to take vacation leave during those holiday periods have done so.  
28 No employee shall be granted more than one (1) of the aforementioned weeks in a  
29 single year, unless there are no other interested employees and the department is able  
30 to grant the request based on operational needs.

**31 17.6. Vacation Time Off Maximum.**

32 Employees may accumulate maximum vacation balances not to exceed the statutory  
33 limits in accordance with RCW 43.01.040 (currently two hundred ~~forty-eighty~~ (240280)  
34 hours). However, there are two (2) exceptions that allow vacation time off to accumulate  
35 above the maximum:

36 A. If an employee's request for vacation time off is cancelled or denied by the  
37 Appointing Authority or designee, and the employee has not exceeded the  
38 vacation leave maximum (currently two hundred ~~forty-eighty~~ (240280) hours), the  
39 Employer shall grant an extension for each month that the Employer defers the  
40 employee's request for vacation time off.

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1 B. An employee may also accumulate vacation time off days in excess of the  
2 statutory limit (currently two hundred ~~forty-eighty~~ (240~~280~~) hours) as long as the  
3 employee uses the excess balance prior to their anniversary date (time off  
4 service date). Any time off in excess of the maximum that is not deferred in  
5 advance of its accrual as described above, will be lost on the employee's  
6 anniversary date (time off service date).

### 7 **17.7. Vacation Time Off Cash Payment.**

8 Any employee who has been employed for at least six continuous months, who resigns  
9 or retires, is laid-off or is terminated by the University shall be entitled to accrued  
10 vacation pay.

11 **17.8.** If a department maintains a vacation time off calendar indicating days taken  
12 and/or available for vacation time off, the calendar will be made available electronically  
13 to employees or posted in a visible department space to facilitate the supplemental  
14 vacation time off process.

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**ATTACHMENT 3****ARTICLE 52 – SALARY OVERPAYMENT RECOVERY**

## Salary Overpayment Recovery

A. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment,
2. The basis for the claim,
3. A demand for payment, and
4. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

## B. Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:

- a. Voluntary wage deduction,
- b. Cash, or
- c. Check (separated employee).
- d. Vacation (if under 280240 hours only) or Compensatory time balances

2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.

3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this



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1 Agreement. The Employer will suspend attempts to collect an alleged  
2 overpayment until the grievance process has concluded.

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