MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF WASHINGTON (UNIVERSITY) AND SERVICE EMPLOYEES INTERNATIONAL UNION Local 925

MOU – Engrossed Substitute House Bill 1875

Effective July 27, 2025, the parties agree that Article 18 Sick Time Off of the 2025-2027 UW-SEIU 925 collective bargaining agreement will be amended to reflect the following based on Engrossed Substitute House Bill 1875. This MOU expires upon implementation.

ARTICLE 18 - SICK TIME OFF

18.1 Sick Time Off.

- a. Accrual. Full-time employees shall accrue eight (8) hours of sick time off for each month of completed regular monthly service. Paid sick time off may not be used in advance of accrual and accrual must not exceed 8 hours in a month. Employees working less than a full time schedule shall accrue sick time off on the same prorated basis that their employment schedule bears to a full time schedule. Employees on unpaid time off exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in a pay status in the month to that required for full-time employment.
- b. <u>Sick Time Off Use</u>. Sick time off shall be allowed under the following conditions.
 - 1. Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
 - 2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 - 3. When an employee's child's school or place of care has been closed for a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.
 - 4. Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care. Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, state registered domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, child's spouse, or a child to whom the employee stands in loco

- parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship. Family member includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.
- 5. To provide emergency child care (as in Article 25) or because of condolence or bereavement (as in Article 26)
- 6. For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the Employer.
- 7. When an employee is required to be absent from work to care for members of the employee's household or family members because of emergencies not covered above.
- 8. When requested as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under Title 50A RCW. This time off may be subject to verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW.
- 9. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking as defined in RCW 49.76.020. The Employer may require that the request for leave is supported by verification per Administrative Policy Statement 46.8.
- 10. For an employee to be with a spouse or registered domestic partner who is a members of the armed forces of the United States, National Guard, or reserves after the military spouse or registered domestic partner has been notified of an impending all or order to active duty, before deployment, or when the military spouse or registered domestic partner is on leave from deployment.
- 11. When an employee requests to use sick time off for the purposes of parental leave to bond with a newborn, adoptive, or foster child for a period of up to eighteen (18) weeks. Sick time off for this purpose must be taken during the first year following the child's birth or placement.
- 12. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
- c. <u>Use of Vacation Time Off or Compensatory Time Off for Sick Leave Purposes</u>. An employee who has used all accrued sick time off may be allowed to use accrued vacation time off and/or compensatory time off for sick time off purposes when approved in advance or authorized by the employee's departmental supervisor. All available compensatory time must be used prior to accrued vacation leave, unless this will result in the loss of vacation time.

- d. Restoration of Vacation Time Off. In the event of an incapacitating illness or injury during vacation time off, the employee's supervisor may authorize the use of sick time off and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.
- e. <u>No Abuse of Sick Time Off.</u> Both parties agree that neither the abuse nor the arbitrary denial of sick leave will be condoned. The Employer and the Union agree to work cooperatively toward the resolution of mutually identified problems regarding the use of sick time off.
- f. <u>Sick Time Off Verification</u>. The Employer will not require verification for absences of three (3) consecutive work days or fewer. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick time off verification.
- 18.2 <u>Attendance Incentive Program (Sick Time Off Cash Out)</u>. Eligible employees may elect to receive monetary compensation for accrued sick time off as follows:

In January of each year an employee whose sick time off balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick time off hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick time off hours may be converted which would reduce the calendar year end balance below four hundred eighty (480) hours. Monetary compensation shall be paid at the rate of twenty-five percent and shall be based on the employee's current salary. All converted hours will be deducted from the sick time off balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick time off accumulation from the date of most recent hire in a time off accruing eligible position with the State of Washington at the rate of 25%. Compensation shall be based upon the employee's wage at the time of separation. For the purpose of this section, retirement shall not include vested out of service employees who leave funds on deposit with the retirement system.

In accordance with state law, former eligible employees who are re-employed within 5 years of separation shall be granted all unused sick time off credits, if any, to which they are entitled at time of separation.

18.3 <u>Family Care Leave.</u> In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for a family member who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

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131 132	Tentatively Agreed To:	
133 134 135 136	For the Union: Signed by: Evika (which 922E85C8C36140F	For the Employer:
137	Date: 7/17/2025	Date: 7/14/2025