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 20 Sick Leave of the 2023-2026
UW-SEIU 925 IHME collective bargaining agreement will be amended to reflect the
following based on Engrossed Substitute House Bill 1875. This MOU expires upon
implementation.

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave

A. Accrual.

Full-time employees (prorated for part-time) accrue eight (8) hours of sick leave for each month of completed regular monthly service. Sick leave accrues at a rate of one (1) hours for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part-time) in any calendar month.

B. Sick Leave – Use.

1. Because of and during any physical or mental 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 supervisor, 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 stand in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent (as defined above), grandparent, or grandchild. 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. This does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

5. Sick Leave may also be used to provide emergency child care (as defined in the Employer's Family Care Emergencies Absence Policy) 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.

6.7. 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 Leave or Compensatory Time Off for Sick Leave Purposes</u>. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when authorized by IHME HR. 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 Leave.

In the event of an incapacitating illness or injury during vacation leave, the employee's supervisor may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

E. No Abuse of Sick Leave.

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 leave.

F. Sick Leave Verification.

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 leave verification.

20.2 Sick Leave Cash Out.

Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

In January of each year an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick leave 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 (25%) and shall be based on the employee's current salary. All converted hours will be deducted from the sick leave balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick leave accumulation from the date of most recent hire in a leave eligible position with the State of Washington at the rate of twenty-five (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 shall be granted all unused sick leave credits, if any, to which they are entitled at time of separation.

20.3 Family Care Leave.

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

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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.

Tentatively Agreed To:

For the Union:

Signed by:
Erika Lurier

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Date: 7/17/2025

For the Employer:

Luck Hoofen

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Date: 7/14/2025