

**ARTICLE 18 – SICK LEAVE**

18.1 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) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (prorated for part-time) in any calendar month. Employees with leave without pay exceeding eighty (80) hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick leave accruals must not exceed eight (8) hours in a month.~~

b. Sick Leave – Use. Sick leave shall be allowed an employee 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) 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, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, 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.

(4) Sick leave may also be used to provide emergency child care (as in Article 25) or because of condolence or bereavement (as in Article 26)

(5) 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.

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2 c. Use of Vacation Leave or Compensatory Time Off for Sick Leave Purposes.  
3 An employee who has used all accrued sick leave may be allowed to use  
4 accrued vacation leave and/or compensatory time off for sick leave purposes  
5 when approved in advance or authorized by the employee's departmental  
6 supervisor. All available compensatory time must be used prior to accrued  
7 vacation leave, unless this will result in the loss of vacation time.  
8
- 9 d. Restoration of Vacation Leave. In the event of an incapacitating illness or injury  
10 during vacation leave, the employee's supervisor may authorize the use of sick  
11 leave and the equivalent restoration of any vacation leave otherwise charged.  
12 Such requests shall be in writing, and a medical certificate may be requested.  
13
- 14 e. No Abuse of Sick Leave. Both parties agree that neither the abuse nor the  
15 arbitrary denial of sick leave will be condoned. The Employer and the Union  
16 agree to work cooperatively toward the resolution of mutually identified  
17 problems regarding the use of sick leave.  
18
- 19 f. Sick Leave Verification: The Employer will not require verification for absences  
20 of three (3) consecutive work days or fewer. Such verification or proof may be  
21 given to the supervisor/manager or Human Resources according to  
22 departmental policy. The Employer will not make unreasonable requests for  
23 sick leave verification.  
24

25 18.2 Sick Leave Cash Out. Eligible employees may elect to receive monetary  
26 compensation for accrued sick leave as follows:  
27

28 In January of each year an employee whose sick leave balance at the end of the  
29 previous year exceeds four hundred eighty (480) hours may elect to convert the  
30 sick leave hours earned in the previous calendar year, minus those hours used  
31 during the year, to monetary compensation. No sick leave hours may be converted  
32 which would reduce the calendar year end balance below four hundred eighty  
33 (480) hours. Monetary compensation shall be paid at the rate of twenty-five  
34 percent and shall be based on the employee's current salary. All converted hours  
35 will be deducted from the sick leave balance.  
36

37 Employees who separate from University service due to retirement or death shall  
38 be compensated for the unused sick leave accumulation from the date of most  
39 recent hire in a leave eligible position with the State of Washington at the rate of  
40 25%. Compensation shall be based upon the employee's wage at the time of  
41 separation. For the purpose of this section, retirement shall not include vested out  
42 of service employees who leave funds on deposit with the retirement system.  
43

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

1  
 2 18.3 Family Care Leave. In accordance with RCW 49.12 and WAC 296-130,  
 3 employees shall be allowed to use any or all of their choice of sick leave or other  
 4 paid time off to care for a family member (as defined above) who has a serious  
 5 health condition or an emergency condition. Employees shall not be disciplined or  
 6 otherwise discriminated against because of their exercise of these rights.  
 7

8 Tentatively Agreed To:  
 9  
 10 For the Union: DocuSigned by: Teresa Parsons      For the Employer: DocuSigned by: Banks Evans  
 11 \_\_\_\_\_ 4EDFE8373C764A1...      \_\_\_\_\_ C5469E99932C427...  
 12  
 13 Date: 5/20/2022      Date: 5/20/2022  
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