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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EVERGREEN STATE COLLEGE (EVERGREEN)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES (UNION)
STUDENT SUPPORT SERVICE STAFF UNION**

8 The parties agree to modify Article 14, Sick Leave, of the 2017-2019 Collective
9 Bargaining Agreement between the Evergreen State College and Washington
10 Federation of State Employees.

11
12 The effective date of the change to the CBA is the date the Parties sign this
13 agreement.

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15 Article 14, Sick Leave, is modified as follows:
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**ARTICLE 14
SICK LEAVE**

21 **14.1 Sick Leave Accrual**

22 ~~Full-time e~~Employees will accrue eight (8) hours of sick leave ~~per~~in a calendar month,
23 ~~under the following conditions:~~

24
25 A. ~~Part-time e~~Employees ~~working less than a full-time schedule~~ will accrue sick leave
26 credit on the same proportional basis that their employment schedule bears to a full-time
27 schedule, up to a maximum of eight (8) hours in a calendar month.

28
29 B. A. Employees hired the 1st through the 15th of the month will receive the
30 sick leave accrual credit for that month. Employees hired on the 16th through the
31 end of the month will not receive a sick leave accrual credit for that month.

32
33 C. B. Employees who separate from employment with the Employer between the 1st
34 through the 15th of the month will not receive a sick leave accrual for that month.

35 Employees who separate from employment with the Employer between the 16th through
36 the end of the month will receive the sick leave accrual credit for that month.

37
38 DC. Sick leave credit will not accrue for full-time employees during leave without pay
39 which exceeds eighty (80) hours in any calendar month. Employees working less
40 than a full-time schedule will not accrue sick leave during leave without pay that
41 exceeds the amount that is the same proportional basis that their appointment bears
42 to a full-time appointment.

43
44 D. Full-time and part-time employees in overtime-eligible positions who are not
45 eligible to receive a sick leave accrual under the provisions of Sections 14.1 A, 14.1
46 B, and/or 14.1 C, will accrue sick leave at a ratio of one (1) hour of sick leave for
47 every forty (40) hours worked.

48
49 E. Sick leave accruals for the calendar month will be credited and available for
50 employee use on the last day of that calendar month.

51
52 **14.2 Sick Leave Use**

53 Sick leave will be charged in the amount actually used by the employee and may be used
54 for:

55
56 A. A personal illness, injury or medical disability that prevents the employee from
57 performing their job, or personal medical or dental appointments, and for reasons
58 allowed under the Minimum Wage Requirements and Labor Standards, RCW
59 49.46.210-.

60
61 B. Care of family members as allowed under RCW 49.46.210 and as required by the
62 Family Care Act, WAC 296-130. Family members includes biological, adoptive,
63 de facto, or foster parent, stepparent, or legal guardian of an employee or the
64 employee's spouse or registered domestic partner, or a person who stood in loco
65 parentis when the employee was a minor child; sibling, spouse, registered domestic

66 partner as defined by RCW 26.60.020 and RCW 26.60.030, grandparent,
67 grandchild, or child, regardless of age or dependency status, including a biological,
68 adopted or foster child, step child, or a child to who the employee stands in loco
69 parentis, is a legal guardian, or is a de facto parent
70

71 C. A death of any relative that requires the employee's absence from work. Relatives
72 are defined for this purpose as spouse, significant other, registered domestic
73 partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law,
74 grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-
75 in-law, sister-in-law, and corresponding relatives of employee's spouse, significant
76 other or registered domestic partner. ~~Relatives are defined for this purpose as~~
77 ~~spouse, significant other, domestic partner as defined by RCW 26.60.020 and~~
78 ~~26.60.030, son, daughter, grandchild, foster child, son-in-law, daughter-in-law,~~
79 ~~grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-~~
80 ~~in-law, sister in-law and corresponding relatives of employee's spouse, significant~~
81 ~~other or domestic partner.~~
82

83 D. In accordance with RCW 49.46.120, when an employee's place of business has
84 been closed by order of a public health official for any health-related reason, or
85 when an employee's child's school or place of care has been closed for such a
86 reason. Health-related reason, as defined in WAC 296-128-600(8), means a serious
87 health concern that could result in bodily injury or exposure to an infectious agent,
88 biological toxin, or hazardous material. Health-related reason does not include
89 closure for inclement weather.
90

91 E. Childcare or eldercare emergencies. Use of sick leave and vacation leave for
92 emergency childcare is limited to a combined maximum of four (4) days per
93 calendar year.
94

95 EF. To make arrangements for extended care for a child-family member under the age
96 of eighteen (18) ~~with~~ who has a health condition that requires treatment or
97 supervision, ~~or to make arrangements for their extended care.~~
98

99 FG. ~~Illness or P~~ preventive health care appointments of family members, significant
100 others, and registered domestic partners ~~relatives, significant others and domestic~~
101 ~~partners,~~ when the presence of the employee is required.
102

103 GH. Leave for Military Family Leave as required by RCW 49.77 and in accordance with
104 Article 18.13.
105

106 HI. Leave for Domestic Violence Leave as required by RCW 49.76.
107

108 14.3 Use of Vacation Leave or Personal Holiday for Sick Leave Purposes

109 The College may allow an employee who has used all of their sick leave to use vacation
110 leave or all of a personal holiday for sick leave purposes as provided in Subsection 14.2 A.
111 ~~HI.~~
112

113 14.4 Restoration of Vacation Leave

114 In the event an employee is injured or becomes ill while on vacation leave, the employee
115 may submit a written request to use sick leave and have the equivalent amount of vacation
116 leave restored. The supervisor may require a written medical certificate.
117

118 14.5 Sick Leave Reporting, Certification and Verification

119 An employee must promptly notify their supervisor on their first day of sick leave and each
120 day after, unless there is mutual agreement to do otherwise. If an employee is in a position
121 where coverage is necessary if the employee is absent, the supervisor may impose
122 additional, reasonable notice requirements appropriate to the coverage need (excluding
123 leave taken in accordance with the Domestic Violence Act). If the Supervisor has a
124 reasonable basis to believe sick leave is being used for an improper purpose, the Supervisor
125 may require a written medical certificate for any sick leave absence. An employee

126 returning to work after any sick leave absence may be required to provide written
127 certification from their health care provider that the employee is able to return to work and
128 perform the essential functions of the job with or without reasonable accommodation.

129
130 ~~If medical certification or verification is required for employees in overtime-eligible~~
131 ~~positions, it shall be in accordance with the provisions of RCW 49.46.210, WAC 296-128,~~
132 ~~and this Agreement.~~

133
134 **14.6 Sick Leave Annual Cash Out**

135 Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours
136 basis for ninety-six (96) hours or less of their accrued sick leave, if:

- 137
- 138 A. The employee's sick leave balance at the end of the previous calendar year exceeds
139 four hundred eighty (480) hours;
 - 140
 - 141 B. The converted sick leave hours do not reduce their previous calendar year sick
142 leave balance below four hundred eighty (480) hours; and
 - 143
 - 144 C. The employee notifies the College's payroll office by January 31st that they would
145 like to convert sick leave hours earned during the previous calendar year, minus
146 any sick leave hours used during the previous year, to cash.

147
148 All converted hours will be deducted from the employee's sick leave balance.

149
150 **14.7 Sick Leave Separation Cash Out**

151 At the time of retirement from state service or at death, an eligible employee or the
152 employee's estate will receive cash for their compensable sick leave balance on a one (1)
153 hour for four (4) hours basis. For the purposes of this Section, retirement will not include
154 "vested out of service" employees who leave funds on deposit with the retirement system.

155
156 **14.8 Reemployment**

157 Former state employees who are reemployed within five (5) years of leaving state service
158 will be granted all unused and unpaid sick leave credits they had at separation. If an
159 employee is reemployed after retiring from state service, when the employee subsequently
160 retires or dies, only unused sick leave accrued since the date of reemployment minus sick
161 leave taken within the same period will be eligible for sick leave separation cash out, in
162 accordance with Subsection 14.7.

163

164 **14.9 Carry Forward and Transfer**

165 Employees will be allowed to carry forward, from year to year of service, any unused sick
166 leave allowed under this provision, and will retain and carry forward any unused sick leave
167 accumulated prior to the effective date of this Agreement. When an employee moves from
168 one state of Washington employer to another, without a break in service, the employee's
169 accrued sick leave will be transferred to the new employer for the employee's use.

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173 Agreed this 17th day of January, 2019

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175 The Evergreen State College

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177 Laurel R. Uznanski, Chief Negotiator

Washington Federation of State Employees

176 

177 Ron Heley, Chief Negotiator

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