

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

The parties agree that the following articles of the 2025-2027 UW-WFSE Primary collective bargaining agreement language will be modified as shown below, effective January 1, 2026:

- Article 18: Sick Time Off
- Article 23: Shared Leave
- Article 27: Leave Related to Domestic Violence, Sexual Assault or Stalking
- Article 60: Nonpermanent and Intermittent Employees

Article 18: Sick Time Off

18.1. Sick Time Off.

A. Accrual.

Full-time employees (prorated for part-time) shall accrue eight (8) hours of sick time off for each month of completed regular monthly service. Full-time and part-time employees with 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 pay status, in the month to that required for full-time employment. Employees working less than a full-time schedule 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 time off accruals must not exceed eight hours in a month and may not be used in advance of the accrual.

B. Sick Time Off – Use.

Sick time off shall be allowed to 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. 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 cares 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 the Title 50A RCW.
 9. If the employee or the employee's family member is a victim of domestic violence, sexual assault, ~~or~~ stalking, or hate crime as defined in RCW 49.76.020. The Employer may require that the request for leave is be 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 member 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 call 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. **Use of Vacation Time Off or Compensatory Time Off for Sick Time Off Purposes.**
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 authorized by the employee's departmental supervisor. All available compensatory time must be used prior to accrued vacation time off, unless this will result in the loss of vacation time. An employee must be granted the use of accrued compensatory time to care for spouse, domestic partner, parent, parent-in-law, grandparent, minor/dependent child who has a serious health condition; for domestic violence leave; military spouse leave; and when requested as a supplemental benefit (as an example PFML).
- D. **Restoration of Vacation Time Off.**
In the event of an incapacitating illness or injury during vacation, the employee's supervisor may authorize the use of sick time off and the equivalent restoration of any vacation time off otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.
- E. **No Abuse of Sick Time Off.**
Both parties agree that neither the abuse nor the arbitrary denial of sick time off 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. **Sick Time Off 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 time off verification.

18.2. Sick Time Off Cash Out.

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 leave 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 five (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. 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 family member (as defined above) 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.

Article 23: Shared Leave

23.1. The purpose of this article is to inform employees of the basic provision of the leave-sharing program established by RCW 41.04.650- 41.04-670, as now or hereafter amended. In the event that there is any question as to leave sharing eligibility, entitlement or definition of terms, the language of the Revised Code of Washington is definitive.

The leave sharing program permits eligible state employees to donate a portion of their paid time off to financially aid other state employees who will need to take a leave of absence without pay or separate from employment because the employee:

- Has a severe or extraordinary illness; or
- Has caregiver responsibilities for a relative or household member with a severe or extraordinary illness; or,
- Is serving as an approved emergency worker; or,
- Is voluntarily or involuntarily serving in one of the uniformed services; of the United States, or,
- Is a victim of domestic violence, sexual assault, ~~or~~ hate crime or assisting a family member who is a victim of domestic violence, sexual assault, ~~or~~ hate crime; or
- Is temporarily disabled due to a pregnancy-related medical condition or miscarriage; or
- Is taking parental leave to bond with and care for their newborn, adoptive or foster child, for a period of up to sixteen (16) weeks after birth or placement.

23.2. Shared Leave Program.

The shared leave program is administered consistent with state law and University policy. Employees seeking to request shared leave or to donate shared leave to another employee will follow the request procedures that the Human Resources Department publishes for that purpose. <https://hr.uw.edu/ops/leaves/shared-leave-options/shared-leave/>

23.3. Shared leave donations must be a minimum of four (4) hours, however, shared leave may be used in any increment.

23.4. WA State Shared Leave Pool Programs:

In accordance with state law and University Policy, eligible state employees may donate leave to the following shared leave pool programs:

- Uniformed Services Shared Leave Pool Program
- Foster Parent Shared Leave Pool Program
- Veterans' In-State Service Shared Leave Pool Program

Article 27: Leave Related to Domestic Violence, Sexual Assault, ~~or Stalking~~, or Hate Crime

As required by state law, and in accordance with APS 46.8, the University will grant time off and/or reasonable safety accommodations to an employee who is a victim of domestic violence, sexual assault, ~~or stalking~~, or hate crime. A reasonable safety accommodation may include, but is not limited to, a transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.

Time off may also be granted to an employee who has to assist a family member who is a victim of domestic violence, sexual assault, ~~or stalking~~ or hate crime. The parties will continue to work to promote knowledge of this employee right.

Article 60: Nonpermanent and Intermittent Employees

Only the following language in this Article applies to the Nonpermanent and Intermittent Employees and shall constitute the whole agreement between the Union and the University regarding these employees.

60.1. Definitions.

A. A Nonpermanent position can be created when any of the following conditions are met:

1. The UW is actively recruiting to fill a vacant position with a permanent position;
2. The UW needs to address a short-term immediate workload peak or other short-term needs;
3. The UW is not filling a position with a permanent position due to the impending or actual layoff of a permanent employee(s);
4. The UW is filling positions when a worker is on a leave-of-absence; or
5. Temporary project.

A nonpermanent appointee must have the skills and abilities required for the position.

B. Intermittent Positions

1. An Intermittent position exists when the nature of the work is sporadic and does not fit a particular pattern.
2. If an employee in an intermittent appointment has been working a fixed number of hours every week for a period of at least twelve (12) months, the Employer will convert the appointment to nonpermanent fixed duration appointment for no more than an additional six (6) months. If the work is on-going the Employer may also convert the position to a regular appointment.

60.2 Types of Nonpermanent Positions:

A. Nonpermanent Hourly

B. Nonpermanent Fixed Duration

Employees in Nonpermanent Fixed Duration positions are considered regularly scheduled and assigned a schedule with a fixed number of working hours in a workweek. Nonpermanent Fixed Duration positions with varying work days are considered scheduled.

Employees in Intermittent and Nonpermanent Hourly positions are considered nonscheduled and are not assigned a fixed schedule or amount of working time in a workweek.

If at any time during a Nonpermanent Hourly appointment, the employee starts working a fixed number

of hours each work week for multiple weeks in a row, upon request the appointment designation will change to Nonpermanent Fixed Duration.

60.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:

- A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if the conditions in 60.1.A. 1-5 still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as any subsequent appointment is to a different position.
- B. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 6 (Grievance Procedure) and Article 38 (Seniority, Layoff, Rehire) of the contract.
- C. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.
- D. If at any time during a Nonpermanent appointment, a short-term workload peak or other short term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.
- E. Nonpermanent Fixed Duration or Nonpermanent Hourly appointments will not be made to permanently replace permanent positions that are vacant.
- F. Time worked in a Nonpermanent Fixed Duration or Nonpermanent hourly appointment will count towards seniority for employees who are appointed to a regular classified position without a break in service in accordance with article 38.1.A.

60.4 Hours of Work and Overtime.

- A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the employing official. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's regular rate.
All paid holiday hours including the use of holiday credit during the employee's regular work schedule is considered time worked for the calculation of overtime. All other time paid for but not worked shall not count towards the calculation of overtime.
- B. **Minimum Work Availability.**
The Employer may require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available hours or shifts each week, month or schedule block. The Employer may also require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available weekend hours or shifts each week, month or schedule block. A minimum number of hours of shifts on holidays may also be required of employees in Intermittent and Nonpermanent hourly position. Employees out of compliance may have their appointment terminated. Appointments may also end due to a lack of work.
Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

60.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.

- A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is required to serve a probationary period.
- B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment will have their Nonpermanent or Intermittent hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.
- C. The Employer may convert a Nonpermanent or Intermittent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent or Intermittent position or if

the Nonpermanent or Intermittent position was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period, whichever is applicable.

60.6 INCLEMENT WEATHER AND SUSPENDED OPERATIONS

A. Inclement Weather.

When the University is in operation an employee may request time off without pay to deal with unanticipated problems related to inclement weather conditions. However, employees designated by the Employer as "essential" must report to work.

B. Suspended Operations.

If the University determines it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, employees designated by the Employer as "essential" must report to work.

60.7 Compensation.

- A. Employees under this Article must be placed on a salary step within the range for the assigned job profile.
- B. If the action is effective the 1st through the 15th of the month, the progression start date is set as the 1st of that month. If the action is effective the 16th through the end of the month, the progression start date is set as the 1st of the following month.
- C. Annual Salary Adjustment. Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.
- D. Employee Recruitment and Retention (R&R) Step Increases: R&R step increases will be administered the same as regular positions as outlined in Article 45.3.
- E. Work Out of Class: Working out of class will be administered the same as regular positions outlined in Article 14.16.
- F. Career Enhancement/Growth Program: CEGP will be administered the same as regular positions as outlined in Article 45.19.

60.8 Training.

- A. Employees that are required to schedule and participate in mandatory education by their department and will be compensated at the appropriate rate of pay. Tuition for required education will be provided by the Employer.
- B. Employees shall be appropriately trained and or certified prior to being assigned to perform work requiring such training or certification, e.g., work with asbestos, lead, blood borne pathogens, and all other appropriate training required for safety and efficiency in the unit.

60.9 Sick Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article 18 Sick Leave.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off accruals cannot exceed eight (8) hours in a month.

60.10 Vacation Time Off

- A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 17 Vacation Time Off.
- B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 17 Vacation Time Off.
- D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

60.11 Holidays and Holiday Credit

- A. A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article 16 Holidays.
- B. B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.
- C. C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in accordance with Article 16 Holidays.

60.12 Holiday Premium.

If an employee works one of the following holidays, they will receive time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

60.13 Personal Holiday

- A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 16.3 Personal Holiday.
- B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is scheduled to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

60.14 Miscellaneous Leave.

If eligible, the Employer will continue to provide Family and Medical Leave (Article 21), Domestic Violence Leave (Article 27), Civil Duty Leave (as unpaid release time) (Article 26), Leave Without Pay for Reason of Faith or Conscience (Article 24), and paid Military Leave in accordance with University Policy and Article 29.

60.15 OTHER PROVISIONS:

The Following Articles in this Agreement apply to all employees covered by this article:

- Preamble
- Article 1 Union Recognition
- Article 2 Non-discrimination
- Article 4 Workplace Behavior
- Article 5 Affirmative Action
- Article 6 Grievance Procedure (non-corrective action only)
- Article 7 Employee Rights
- Article 8 Employee Facilities
- Article 14.16 Work Out of Class
- Article 20.11 Formal Collective Bargaining Leave
- Article 22 Child/Dependent Care
- Article 24 Unpaid Leave for a Reason of Faith or Conscience
- Article 27 Leave Related to Domestic Violence, Sexual Assault, ~~or~~ Stalking or Hate Crime
- Article 30 Work Related to Injury Leave (except 30.2)
- Article 31 Health and Safety
- Article 40 Mandatory Subjects
- Article 42 Union Activities, Rights, and Stewards (except Article 42.6 Temporary Employment with the Union)
- Article 43 Joint Union/Management Committees (except section 43.3)
- Article 45.3 Employee Recruitment and Retention (R&R) Step Increases

- Article 45.19 Career Enhancement/Growth Program
- Article 46 Health Care Benefits (if qualified for PEBB)
- Article 49 Privacy
- Article 50 No Strike/Lockout
- Article 54 Subordination of Agreement and Saving Clause
- Article 56 Union Membership, Dues Deduction, and Status Reports
- Article 57 Management Rights and Responsibilities
- Article 58 Term of Agreement
- Appendix I Job Classifications
- Appendix III Overtime Exempt Job Classifications
- Appendix IV Layoff Seniority Units
- Appendix V Pay Tables

For the Union:

Signed by:

Tyler Wright

Tyler Wright

Date:

12/8/2025

For the Employer:

DocuSigned by:

Catherine Scheid

Catherine Scheid

Date:

12/8/2025