

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 EASTERN WASHINGTON UNIVERSITY
4 AND
5 THE WASHINGTON FEDERATION OF STATE EMPLOYEES
6 BARGAINING UNITS 1 AND 2
7

8 THIS MEMORANDUM OF UNDERSTANDING (MOU) SETS FORTH THE FOLLOWING
9 AGREEMENT BETWEEN EASTERN WASHINGTON UNIVERSITY (HEREINAFTER
10 "UNIVERSITY" OR "EWU") AND THE WASHINGTON FEDERATION OF STATE
11 EMPLOYEES (HEREINAFTER "UNION" OR "WFSE") BARGAINING UNITS 1 AND 2,
12 JOINTLY REFERRED TO AS "PARTIES." THIS AGREEMENT IS ENTERED INTO
13 PURSUANT TO ARTICLE XLVII, SECTION 48.2 OF THE CURRENT COLLECTIVE
14 BARGAINING AGREEMENT (2023-2025) BETWEEN EWU AND WFSE BARGAINING
15 UNITS 1 & 2.
16

17 Due to the passage of Engrossed Substitute Senate Bill 5793, effective on January 1, 2025, which
18 amends RCW 49.46.210 and expands the purposes for which an employee may use accrued sick
19 leave, to include amendments to the definition of family members, the parties have agreed to
20 modify Article 30 – Sick Leave – of the current Collective Bargaining Agreement (2023-2025)
21 to read as follows:
22

23 30.1 Sick Leave Accrual. Full-time employees will accrue sick leave at the rate of eight (8)
24 hours for each completed calendar month of active service; provided that an employee
25 does not have more than ten (10) days leave without pay in that month. Part-time
26 employees will accrue sick leave on a prorated basis. Employees may accrue an
27 unlimited amount of sick leave.
28

29 30.2 Use of Accrued Sick Leave. Employees' accrued sick leave balances will be
30 charged for the actual time of any sick leave used. Accrued sick leave may be used
31 only for:
32

33 30.2.1 An absence resulting from an employee's mental or physical illness,
34 injury, or health condition; to accommodate the employee's need for
35 medical diagnosis, care, or treatment of a mental or physical illness,
36 injury, or health condition; an employee's need for preventative medical
37 care; medical, dental or optical appointments and for reasons allowed
38 under the Minimum Wage Requirements and Labor Standards, RCW
39 49.46.210.
40

41 30.2.2 A period of quarantine following the exposure to a contagious disease
42 during the period when attendance on duty would jeopardize the health of
43 others;
44

45 30.2.3 For reasons allowed under the Minimum Wage Requirements and Labor
46 Standards, RCW 49.46.210, and for absences qualifying for leave under

1 the Family Care Act, WAC 296-130. This includes providing care for a
2 family member with a mental or physical illness, injury, or health
3 condition; care of a family member who needs medical diagnosis, care,
4 or treatment of a mental or physical illness, injury or health condition;
5 care for a family member who needs preventative medical care; or
6 medical, dental or optical appointments. For purposes of this Article, the
7 definition of a family member is defined as follows:
8

- 9 (a) A child, including a biological, adopted, or foster child, stepchild,
10 a child's spouse, or a child whom the employee stands in loco
11 parentis, is a legal guardian, or is a de facto parent, regardless of
12 age or dependency;
- 13 (b) A biological, adoptive, de facto, or foster parent, stepparent, or
14 legal guardian of an employee or the employee's spouse, or an
15 individual who stood in loco parentis to an employee when the
16 employee was a child;
- 17 (c) A spouse of the employee (meaning a husband or wife, as the case
18 may be, or state registered domestic partner);
- 19 (e) A grandparent of the employee (meaning a parent of the
20 employee's parent);
- 21 (f) A grandchild of the employee (meaning a child of the employee's
22 child);
- 23 (g) A sibling of the employee; or
- 24 (h) Any individual who regularly resides in the employee's home,
25 except those individuals who simply reside in the same home with
26 no expectation that the employee care for that individual.

27
28 30.2.4 In accordance with RCW 49.46.210, when an employee's place of
29 business has been closed by order of a public official for any health-
30 related reason, or when an employee's child's school or place of care has
31 been closed for such a health related reason or after the declaration of an
32 emergency by a local or state government or agency, or by the federal
33 government. Health-related reason, as defined in WAC 296-128-600 (8),
34 means a serious public health concern that could result in bodily injury or
35 exposure to an infectious agent, biological toxin, or hazardous material.
36 Health-related reason does not include closure for inclement weather.

37
38 30.2.5 Absences that qualify for leave under the Domestic Violence Leave Act,
39 Chapter 49-76 RCW and/or EWU policy 403-05, Employee Leave Related
40 to Domestic Violence, Sexual Assault, & Stalking.

41
42 30.2.6 Absences that qualify for leave under the Military Family Leave Act,
43 Chapter 49.77 RCW;

44
45 30.2.7 Bereavement leave in addition to leave provided by Article 32.4, or in
46 circumstances not covered by Article 32.4, if such use is approved in

1 advance by the employee's supervisor; and

2
3 30.2.8 Other circumstances if authorized by the University's chief human
4 resources officer.

5
6 30.3 Sick Leave Conditions During Vacations. When a condition identified in Article
7 30.2 arises while an employee is on vacation leave, the employee will be
8 permitted upon notification to their supervisor, to use accrued sick leave in lieu of the
9 approved vacation leave.

10
11 30.4 Sick Leave Reporting and Verification. Employees must notify their
12 supervisor (or designee) as soon as reasonably possible when they will be absent
13 due to illness or injury. If an employee is in a position where a relief replacement is
14 necessary if they are absent, he or she will notify their supervisor at least two (2)
15 hours prior to their scheduled time to report to work, whenever possible. The
16 University may require a written medical verification for absences of three (3) or
17 more consecutive days in accordance with RCW 49.46.210 (1)(b) and (c), or where
18 there is reason to suspect sick leave abuse. Pursuant to RCW 49.46.210 and WAC
19 196-128-660, requirements for verification may not result in an unreasonable
20 burden or expense on the employee and may not exceed privacy or verification
21 requirements otherwise established by law.

22
23 30.4.1 Employees who are required to provide written verification for a
24 particular absence will receive an oral or written notice
25 memorializing that fact and informing them of the reason for the
26 requirement before returning to work.

27
28 30.5 Return to Duty Verification. An employee returning to work after a serious
29 Health condition under the FMLA, obtaining emergency or urgent care, or sick
30 leave absence of five (5) or more consecutive days may be required to provide
31 written certification from his or her health care provider that the employee is
32 able to return to work and perform the essential functions of the job with or
33 without reasonable accommodation. Employees required to provide a return to
34 duty release will receive an oral or written notice before returning to work
35 memorializing that fact. The return to duty release must be received by the
36 University before the employee returns to work.

37
38 30.6 Annual Sick Leave Cash Out. In January following any year in which an employee
39 reaches a minimum accrual of four hundred eighty (480) hours of sick leave, the
40 employee may receive cash at the employee's straight time rate for any unused sick
41 leave hours accrued during the prior calendar year; provided that employees will not be
42 permitted to reduce their sick leave balances below four hundred eighty (480) hours
43 through sick leave cash out. Sick leave will be cashed out at a rate of one (1) hour's
44 pay for each four (4) hours of sick leave. Hours cashed out will be deducted from
45 employees' sick leave balance.
46

1 30.7 Cash Out. Upon retirement or death, an employee or his or her estate will receive cash
2 at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be
3 cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. In lieu
4 of a cash payout for sick leave at retirement as provided by this section, an employee
5 will receive the amount of any such payout in the form of a contribution to a medical
6 reimbursement plan if the employee is eligible to participate in such a plan at the time
7 of his or her retirement.
8

9 30.8 Reemployment of University Employees. Former University employees who are
10 reemployed within three (3) years of separation will have their former sick leave balance
11 restored for use as provided in this agreement; provided that this provision will not apply
12 to employees whose accrued sick leave was cashed out upon retirement as provided in
13 Article 30.6.
14
15

16 This MOU, and the modifications to Article 30 shown above, are effective January 1, 2025. The
17 parties agree to incorporate these changes to Article 30 into the body of the 2025-2027 successor
18 agreement on or before its effective date of July 1, 2025. This MOU shall be attached to the
19 back of the current 2023-2025 CBA, and shall expire on June 30, 2025, at the expiration of the
20 current CBA.
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23 WASHINGTON FEDERATION OF STATE
24 EMPLOYEES BARGAINING UNITS 1 AND 2

EASTERN WASHINGTON UNIVERSITY

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27
28 BY: T. Wray
29 Thomas Wray, WFSE Labor Advocate

BY: Spencer Ross
Spencer Ross, Labor Relations Director

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31
32
33 DATE: October 21, 2024

DATE: October 31, 2024