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ARTICLE 12
SICK LEAVE

12.1 Sick Leave Accrual

A full-time employee will accrue eight (8) hours of sick leave after he or she has been in pay status for eighty (80) non-overtime hours in a calendar month. Part-time employees will accrue sick leave in an amount proportionate to the number of hours the part-time employee is in pay status in the month.

12.2 Sick Leave Use

Sick leave will be charged in one-tenth (1/10th) of an hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, WAC 296-130.
- C. Qualifying absences for Family and Medical Leave (Article 15).
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. Preventative health care appointments of family members or household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. Family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, minor/dependent child, and child.

1 F. To care for a minor/dependent child with a health condition requiring
2 treatment or supervision.

3 G. To attend a medically-related interdisciplinary meeting necessary for the
4 planning and care of a minor/dependent child who requires coordinated
5 care of services in the home or school setting.

6 H. When an employee is absent from work to be with member(s) of the
7 employee's household or relatives of the employee, employee's spouse, or
8 state registered domestic partner as defined by RCW 26.60.020 and
9 26.60.030, who experience an illness or injury, up to five (5) days for each
10 occurrence or as extended by the Employer. For purposes of this sub-
11 section, "relatives" is limited to spouse, state registered domestic partner
12 as defined by RCW 26.60.020 and 26.60.030, child, grandchild,
13 grandparent, parent, step-parent, sister, brother or parent-in-law.

14 HI. A death of a relative in cases where the employee is not eligible for
15 bereavement leave under Article 17, or when the employee elects to
16 extend authorized bereavement leave. Sick leave use for bereavement is
17 limited to five (5) days or as extended by the agency for travel.

18 HJ. Leave for Family Military Leave as required by RCW 49.77 and in
19 accordance with Section 18.13.

20 HK. Leave for Domestic Violence Leave as required by RCW 49.76.

21 **12.3 Use of Compensatory Time, Exchange Time, Vacation Leave, Personal Leave**
22 **Day or Personal Holiday for Sick Leave Purposes**

23 The Employer will allow an employee to use compensatory time, exchange time,
24 personal holiday, personal leave day or vacation leave for sick leave purposes. An
25 employee may be denied the ability to use compensatory time, exchange time,
26 personal holiday, personal leave day or vacation leave for sick leave purposes if

1 the employee has documented attendance problems. All compensatory time,
2 exchange time, personal holiday, personal leave day or vacation leave requests for
3 sick leave purposes will indicate that the compensatory time, exchange time,
4 personal holiday, personal leave day or vacation leave is being requested in lieu of
5 sick leave. For full-time employees a personal holiday or personal leave day must
6 be used in full shift increments. For part-time employees the use of a personal
7 holiday for sick leave purposes will be calculated in accordance with Section 10.3
8 E. and the use of a personal leave day for sick leave purposes will be calculated in
9 accordance with Section 17.D.

10 12.4 Restoration of Vacation Leave

11 When a condition listed in Subsection 12.2 A, arises while the employee is on
12 vacation leave, the employee will be granted accrued sick leave, in lieu of the
13 approved vacation leave, provided that the employee requests such leave within
14 fourteen (14) calendar days of his or her return to work. The equivalent amount of
15 vacation leave will be restored. The supervisor may require a written medical
16 certificate.

17 12.5 Sick Leave Reporting and Verification

18 A. An employee must promptly notify his or her supervisor on the first day of
19 sick leave and each day after, unless there is mutual agreement to do otherwise.

20 B. Call In for all Employees in a Position Requiring Relief, excluding the
21 Special Commitment Center

22 If the employee is in a position where a relief replacement is necessary, the
23 employee will make every effort to notify his or her supervisor as soon as
24 practicable but, not less than one and one-half (1 1/2) hours prior to his or her
25 scheduled time to report to work (excluding leave taken for emergencies in
26 accordance with the Domestic Violence Leave law).

1 C. Call In for all Special Commitment Center Employees in a Position
2 Requiring Relief

3 If the employee is in a position where a relief replacement is necessary,
4 the employee will make every effort to notify his or her supervisor as soon
5 as practicable but, not less than two (2) hours prior to his or her scheduled
6 time to report to work (excluding leave taken for emergencies in
7 accordance with the Domestic Violence Leave law).

8 D. Sick Leave Abuse

9 If the Employer suspects abuse, the Employer may require a written
10 medical certificate for any sick leave absence. The Employer will not
11 require continuous medical verification for longer than seven (7) months
12 as a result of the Employer suspecting abuse. In addition, an employee
13 returning to work after any sick leave absence may be required to provide
14 written certification from his or her health care provider that the employee
15 is able to return to work and perform the essential functions of the job with
16 or without reasonable accommodation.

17 **12.6 Carry Forward and Transfer**

18 Employees will be allowed to carry forward, from year to year of service, any
19 unused sick leave allowed under this provision, and will retain and carry forward
20 any unused sick leave accumulated prior to the effective date of this Agreement.
21 When an employee moves from one state agency to another, regardless of status,
22 the employee's accrued sick leave will be transferred to the new agency for the
23 employee's use.

24 **12.7 Sick Leave Annual Cash Out**

25 Each January, employees are eligible to receive cash on a one (1) hour for four (4)
26 hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- 1 A. Their sick leave balance at the end of the previous calendar year exceeds
2 four hundred and eighty (480) hours;
- 3 B. The converted sick leave hours do not reduce their previous calendar year
4 sick leave balance below four hundred and eighty (480) hours; and
- 5 C. They notify their payroll office by January 31st that they would like to
6 convert their sick leave hours earned during the previous calendar year,
7 minus any sick leave hours used during the previous year, to cash.

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

9 | **12.8 Sick Leave ~~Separation~~ Cash Out for Retirement or Death**

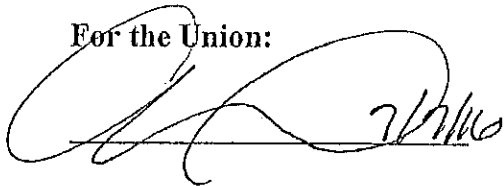
10 At the time of retirement from state service or at death, an eligible employee or
11 the employee's estate will receive cash for his or her total sick leave balance on a
12 one (1) hour for four (4) hours basis. For the purposes of this Section, retirement
13 will not include "vested out of service" employees who leave funds on deposit
14 with the retirement system.

15 | **12.9 Reemployment**

16 Former state employees who are re-employed within five (5) years of leaving
17 state service will be granted all unused sick leave credits they had at separation.

18 **TENTATIVE AGREEMENT REACHED**

19 **For the Union:**

20 

21 **DATE**

20 **For the Employer:**

21 

22 **DATE**