

1 **MEMORANDUM OF UNDERSTANDING**

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3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, PUBLIC
5 SCHOOL EMPLOYEES OF PASCO CHAPTER AND THE PASCO SCHOOL DISTRICT #1
6 PURSUANT TO ARTICLE IX, SECTION 9.10.3. OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT.
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10 The parties agree to the following:

- 11 **1.** The employee must provide written documentation from a medical doctor to be eligible for shared
12 leave.
- 13 **2.** The Director of Employee Services or designee ~~and an Association Committee~~ shall determine the
14 amount of leave which the affected employee shall be allowed. This determination shall be made on a
15 case-by-case basis and shall take into account any written documentation provided by the employee.
- 16 **3.** No employee shall receive more than one hundred eighty (180) days of donated leave per contract
17 year.
- 18 **4.** Employee must use all of their own earned paid leave before utilizing donated hours.
- 19 **5.** An employee who has an accrued annual leave (vacation) balance equal to or more than the number
20 of days allowed by RCW 41.04.665 may request to transfer up to the number of days allowed by RCW
21 41.04.665 to another staff member authorized to receive shared leave. A staff member may not transfer
22 leave that would result in an accrued annual leave balance of fewer than the number of days allowed
23 by RCW 41.04.665.
- 24 **6.** An employee who has an accrued sick leave balance of equal to or more than the number of days
25 allowed by RCW 41.04.665 may request that the District transfer up to the number of days allowed by
26 RCW 41.04.665 of accumulated sick leave during any twelve (12)-month period provided in no event
27 will a transfer be allowed to reduce the donors sick leave balance below the number of days allowed by
28 RCW 41.04.665.
- 29 **7.** The District ~~and the Association or designee~~ shall develop forms and procedures necessary to
30 implement sick leave and annual leave sharing.
- 31 **8.** Contributions of leave shall be on a voluntary basis and the names of donors shall be kept
32 confidential. ~~The Association shall be permitted to make the membership aware of the need for~~
33 ~~donations but shall be precluded from individual solicitations.~~ The names of individuals who do or do
34 not make donations shall not be published.
- 35 **9.** Leave transfers may be allowed by any PSE-represented position to another Pasco School District
36 employee.
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