

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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38 **10.** Recipients of donated leave shall continue to be District employees and shall continue to receive  
39 normal employee benefits.

40 **11.** In the event the employee receiving donated leave does not use all leave donated, the unused  
41 donated leave in such employee's leave account shall be returned to donors, pro rata, within forty-five  
42 (45) days after the donee's use of accumulated leave ceases.

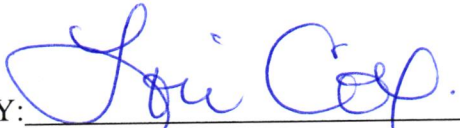
43 **12.** Except for procedures in ten (10) immediately above, when leave is donated, the donor will be  
44 required to execute a waiver whereby the donor will be required to agree that they will not ask for  
45 return of the donated leave and the Association by this Agreement also agrees to make no request for  
46 return of donated leave.

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54 This Memorandum of Understanding will be effective upon signature, shall remain in effect through  
55 August 31, 2027 and be attached to the current Collective Bargaining Agreement.

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59 PUBLIC SCHOOL EMPLOYEES OF  
60 WASHINGTON / SEIU LOCAL 1948

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63 PUBLIC SCHOOL EMPLOYEES OF  
64 PASCO CHAPTER

PASCO SCHOOL DISTRICT #1

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66  
67 BY:   
68 Lori Cox, Chapter President

69 BY:   
70 Jen Johnson, Director of Labor and Employee Relations

71  
72 DATE: 1/7/25

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