

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the following agreement between the Pasco Association of Educators and The Pasco School District #1 concerning Article XIII, Section 1: Leaves.

The parties agree that Article VIII, Section 1, Subsection A(5) will read as follows:

### 5. PAE Unit Sick Leave Sharing

The parties agree to sick leave sharing between PAE members within the PAE unit and sharing between employees outside the bargaining unit as permitted by state law. The parties agree to permit leave sharing between employees in different bargaining units. The Association and District agree that Association members may donate leave to employees in other bargaining units and may receive donated leave from employees in other bargaining units when allowed by any other applicable collective bargaining agreement.

c) Individualized Eligibility Determination is based on meeting the following criteria in (1)-(5):

(1) An employee may apply for leave sharing through the District's designated forms and procedures. Applicants must meet one of the criteria in (i)-(viii):

(i) The employee must have, or have a relative or household member who has, an extraordinary or severe illness, injury, impairment or physical or mental condition; or

(ii) The employee has been called to service in the uniformed service; or

(iii) The employee is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability; or

(iv) The employee is a spouse of a current member of the uniformed services, or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment; or

(v) A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her service to either a governmental agency or to a nonprofit organization engaged in

humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or

(vi) The employee is a victim of domestic violence, sexual assault, or stalking; or

(vii) The employee needs the time for parental leave or for the purpose of parental leave to bond with the employee's new, adoptive, or foster child (RCW 2951 41.04.650); or

(viii) The employee is sick or temporarily disabled because of pregnancy disability.

(2) The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking as defined above must either have caused or be likely to cause the employee to take leave without pay or terminate employment. Written confirmation by a medical doctor will be required.

(3) The employee's absence and the use of shared leave are justified as outlined in number one (1) above.

(4) The employee has depleted or will shortly deplete their:

a. sick leave reserves if they qualify under (i) (The employee must have, or have a relative or household member who has, an extraordinary or severe illness, injury, impairment or physical or mental condition); or

b. paid military leave allowed under RCW 38.40.060 if they qualify under (ii) (The employee has been called to service in the uniformed service); or

c. sick leave reserves if the employee qualifies under (vii) (The employee needs the time for parental leave or for the purpose of parental leave to bond with the employee's new, adoptive, or foster child) or (viii) (The employee is sick or temporarily disabled because of pregnancy disability).

(5) The employee has abided by district rules regarding:

a. sick leave use if they qualify under (i) (The employee must have, or have a relative or household member who has, an extraordinary or severe illness, injury, impairment or physical or mental condition), (vi) (The employee is a victim of domestic violence, sexual assault, or stalking), (vii) (The employee needs the time for parental leave or for the purpose of parental leave to bond with the employee's new, adoptive, or foster child), or (viii) (The employee is sick or temporarily disabled because of pregnancy disability); or

b. military leave if they qualify under (ii) (The employee has been called to service in the uniformed service); and

(6) The employee has diligently pursued and has been found to be ineligible for benefits under Chapter RCW 51.32

**Determination of Degree of Benefit and Conditions:**

(1) The Superintendent or designee shall determine the amount of leave which the affected employee shall be allowed. This determination shall be based upon the written confirmation of a medical doctor, referred to at (1) or (2) above, and upon other documentation (if any) provided by health care providers.

(2) The employee shall not receive more than five hundred twenty-two (522) days of leave.

(3) Any employee who has accrued more than sixty (60) days of sick leave may request that the District transfer a specified amount of such accumulated sick leave provided that in no event will a transfer be allowed to reduce the donor's leave bank account below one hundred seventy-six (176) hours. The Superintendent, or designee, shall develop forms and processes necessary to implement this clause.

(4) Contributions of sick leave shall be on a voluntary basis and the names of donors shall be kept confidential. The association shall be permitted to make its membership aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.

(5) Leave transfers may be allowed only as to Association members currently employed by the District.

(6) Recipients of donated leave shall continue to be District employees and shall continue to receive normal employee benefits.

(7) In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro rata, within forty-five (45) days after the donee's use of accumulated leave ceases. Unused shared leave may not be returned until one of the following occurs:

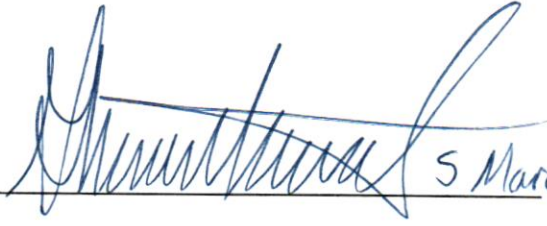
(a) The district receives from the affected employee a statement from the employee's doctor verifying that the illness or injury is resolved: or

(b) The employee is released to full-time employment; has not received additional medical treatment for his or her current condition or any other qualifying condition for at least six (6) months; and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

(8) If a shared leave account is closed and an employee later has a need to use shared leave due to the same condition listed in the closed account, the district must approve a new shared leave request for the employee.

(9) The value of unused leave which was transferred by more than one employee shall be returned on a pro rata basis.

  
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For Pasco School District                      Date

  
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For Pasco Association of Educators      Date