

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the following agreement between Teamsters, Local 839, and The Pasco School District #1 pursuant to Article X, Section 10.1.3 of the current Collective Bargaining Agreement.

The parties agree that Article X, Section 10.1.3 will read as follows:

10.1.3 Leave Sharing. The District and the Union agree that leave sharing is a worthwhile benefit for bargaining unit members who either have consumed all accumulated leave or will, as a probability, consume all accumulated leave before returning to work. In that regard, the parties agree as follows:

A. Individualized Eligibility Determination: An employee may apply for leave sharing provided they have met the following criteria in accordance with RCW 41.04.665, including:

1. The qualifying condition has caused, or is likely to cause, the employee to go into leave without pay status or terminate employment; and
2. The employee has diligently pursued and has been found to be ineligible for industrial insurance benefits.


B. 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.
2. No employee shall receive more than one hundred eighty (180) days of donated leave per contract year.
3. An employee who has an accrued annual leave (vacation) balance of more than ten (10) days may request to transfer up to six (6) days to another staff member authorized to receive shared leave. An employee may not transfer leave that would result in an accrued annual leave balance of fewer than ten (10) days.
4. An employee who does not receive vacation leave but who has an accrued sick leave balance of more than sixty (60) days may request that the District transfer up to six (6) days of accumulated sick leave to the affected employee, provided that in no event will a transfer be allowed to reduce the donor's sick leave balance below sixty (60) days.
5. The District shall develop forms and procedures necessary to implement the sick leave and annual leave sharing.
6. Contributions of leave shall be on a voluntary basis and the names of donors shall be kept confidential. The Union shall be permitted to make the 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.

7. Leave transfers may be allowed to bargaining unit members currently employed by the District regardless of bargaining group.
8. Recipients of donated leave shall continue to be District employees and shall continue to receive normal employee benefits.
9. 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 donor, prorate, within forty-five (45) days after the donee's use of accumulated leave ceases.
10. Except for procedures in (9) immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave, and the Union agrees to make no request for return of donated leave.

Dated this **28th** day of **April, 2024**.

Teamsters Local No. 839

A large, stylized handwritten signature in blue ink, appearing to be a cursive name, positioned above a horizontal line.

Business Agent

Pasco School District No. 1

Jen Johnson

Jen Johnson (May 5, 2025 12:32 PDT)

Director of Labor and Employee Relations