

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the following agreement between The International Union of Operating Engineers, Local 280, and The Pasco School District #1 concerning Article XIV, Section 14.9 (b) of the current Collective Bargaining Agreement.

The parties agree that Section 14.9 (b) (1) will read as follows:

b). Determination of Degree of Benefit and Conditions:

- (1) The Superintendent or designee ~~and a Union representative~~ 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 vacation leave balance of more than the minimum amount required in RCW 41.04.665 may request to transfer any amount of accrued annual leave to another employee authorized to receive shared leave. An Employee may not transfer leave that would result in an accrued annual leave balance of fewer than the minimum amount required in RCW 41.04.665.
- (4) An employee who has an accrued sick leave balance of more than the minimum amount required in RCW 41.04.665 may request that the district transfer accumulated sick leave to the affected employee. An Employee may not transfer leave that would result in an accrued annual leave balance of fewer than the minimum amount required in RCW 41.04.665.
- (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 The names of individuals who do or do not make donations shall not be published.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) Recipients of donated leave shall continue to be district employees and shall continue to receive normal employee benefits. 27
- (8) 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, prorated, within (45) days after the donee's use of accumulated leave ceases.
- (9) Except for procedures in (8) immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that they will not ask for return of the donated leave, and the Union by this agreement also agrees to make no request for return of donated leave.

The MOU shall become effective upon the signature of both parties and shall remain in effect until August 31, 2027.



Jen Johnson – Director of Labor and Employee Relations

Date: 8/8/25

for Pasco School District



Berta Chavez – Business Representative IUOE Local 280

Date: 8-08-2025