

Provision:	Article V	Title:	Leaves
Item	Fifth (Fourth 8/13/24, Third 8/9/24, Second 6/20/24, First 5/9, 5/23, 5/30) (CEA 5/2, 5/9, 6/13, 8/8, 8/13)	Date:	8/14/2024

***District Proposed 8/14/24:***

**ARTICLE III, Section 9A WA Paid Family & Medical Leave (PFML)**

Paid Family and Medical Leave (PFML) is an insurance program funded through premiums paid by employees (via payroll withholding) and employers. PFML is fully administered by the Washington State Employment Security Department. Employees should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details.

[Cheney School District requires](#) PFML time away from the employer to be unpaid leave. Employees may initiate an application for PFML benefits through the Employment Security Department and shall notify the employer when applying. Eligibility is determined solely by the Employment Security Department. Employees should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details. See also Article V Leaves, Section #TBD PFML, for more information.

**ARTICLE V, Section 1 Adoption Leave**

Adoption leave will be granted in accordance with the following:

1. An employee who is legally adopting a child must notify the District of his/her intent to adopt immediately upon commencement of legal adoption procedures.
2. Upon placement of the child, the employee in ~~his/her~~ their letter requesting such leave will include a statement as to the expected date of return to employment.
3. Due to uncertainties involved with specific time periods in adoption, the District will make every effort to cooperate with the employee requesting adoption leave.
4. ~~Leave granted for the primary caregiver~~ An employee on leave under this section may apply ~~up to 12 weeks of~~ accrued sick leave and personal leave to the days of absence for bonding with the child.
- ~~5. The secondary caregiver may apply up to 4 weeks of accrued sick leave to the days of absence for bonding with the child.~~
6. All employees will be granted leave in accordance with FMLA and PFML.
- ~~6-7.~~ An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

[Cheney School District requires PFML -time away from the employer to be unpaid leave.](#) Employees may initiate an application for PFML benefits through the Employment Security Department and shall notify the employer when applying. Eligibility is determined solely by the Employment Security Department. Employees should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details.

**Section 2 Association Leave**

Up to 60 days of leave per school year may be provided at Board discretion for Association business which enhances the professional status and competence of certified staff members. This applies to officers of the Association and its constituent organizations or to members of these organizations who are listed as official delegates or participants in the formal program for the meeting.

Days in excess of 60 will be submitted for disposition at Labor/Management meetings. These 60 days will be in addition to approved leave for employees holding elected or appointed positions at the state or national levels.

Where the absence of a person requires a substitute, the cost of the substitute will be at no expense to the District. Requests for leave will be submitted by the Association president in writing to the Superintendent a minimum of 10 working days, if possible, before the leave is to take effect.

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**Section 3 Association President Leave Days/Release Time**

- A. Leave time for the Association president is for the purpose of better carrying on the duties of his/her office. This time will enable the president to better represent the professional judgment of the Association to the Board, the Administration, and the citizens of the District. This time will also allow the president to oversee the responsibilities of the Association as it relates to Board policy. Leave time will be used for activities related to the Cheney School District and its staff and for purposes related to the objectives in this section.
- B. The leave/release time for the president is not intended to and should not disrupt the educational program of the District. In this connection, the president will not contact any employee during his/her class time. An exception to this rule may be made with the permission of the site director. The president may talk with employees during normal school hours when such a discussion would not interfere with the educational program; i.e., lunchtime, recesses, planning periods, etc.
- C. The president will inform the site director when he/she will be in the building. If the site director is not available, the president will inform the building secretary.
- D. Any problems with the use of the leave/release time should be brought to the attention of the Association Executive Board by the Superintendent. The established grievance procedure may be used by either the Superintendent or the president of the Association to solve such problems.
- E. Leave Time: Up to 60 days of leave per school year may be provided at the Superintendent's discretion for Association president leave which enhances the professional status and competence of certified staff members.

Where the absence of the president requires a substitute, the cost of the substitute will be at no expense to the District. Requests for leave requiring a substitute will be submitted by the Association president in writing to the Superintendent a minimum of 10 working days, if possible, before the leave is to take effect. All leave taken by the Association president shall be taken in full or half day increments only and shall be at the discretion of the superintendent. Requests for such leave shall not be unreasonably denied.

- F. Release Time: Alternatively, the union may take release time instead of leave time for the school year for the union president. Release time is granted to the Association President of 0.50 FTE or 1.0 FTE, in which case the Association will reimburse the district for the President's salary and benefits. Time of day for release of the Association president, will be negotiated for .5 FTE release requests. The percentage of released time and the schedule for release will be determined by April 30th of the preceding school year when the release is to occur.
- G. The District will contract with the employee elected as Association president for his/her normal contract-day length and will guarantee the same contract in the following year when that educator returns to normal duty.

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**Section 4 Bereavement Leave**

In the event of death in an employee's or spouse's immediate family, the employee will be allowed up to five (5) days of absence with full pay. Immediate family is defined as anyone living within the household and/or parent, spouse, sibling, child, spouse of child, grandparent, grandchild, aunt, uncle, niece, nephew, and like relationships of the spouse or step-relationships. The employee must report bereavement leave, upon return to work, to his/her immediate supervisor in accordance with regulations and procedures of the District. Additional leave, up to ~~2~~ three (3) days, may be taken for the death of a person of close personal ties not outlined above, and will be deducted from an employee's accumulated sick, illness and emergency leave.

**Section 5 Illness, Injury and Emergency**

At the beginning of each school year, each FTE employee covered by this Agreement will be credited with an advance sick leave allowance of 12 days. In the event of personal or family illness, injury, ~~or~~ emergency, or medical appointments the appropriate deduction will be made. Such sick leave may be used for personal illness, injury, ~~or~~ emergency, or medical appointments. Emergency is defined as a problem that must have been suddenly precipitated and must be of such nature that preplanning was not possible, or where preplanning could not relieve the necessity for the employee's absence. As much notice as is practicable under the circumstances will be given by the employee to his/her immediate supervisor. Each employee's portion of unused sick leave allowance will accumulate as permitted in RCW 28A.400.300.

After an illness of five (5) consecutive days, or if an employee exhibits a pattern of absence that suggests an abuse of sick leave, the employee may be asked by Human Resources to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. Any information regarding an employee's health condition will remain confidential within the Human Resources department.

Employees may cash in unused sick leave days above an accumulation of 60 days at a ratio of one full day's monetary compensation for 4 accumulated sick leave days. At the employee's option they can cash out their unused sick leave days in January of the school year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each 4 full days of accrued sick leave. The employee's sick leave accumulation will be reduced 4 days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month. [\(2024 – WAC 392-136-015\)](#)

At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one day's current monetary compensation of the employee for each 4 days accrued sick leave for illness or injury. For the purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement Systems (WSTRS). [\(2024 – WAC 392-136-020\)](#)

An employee who is unable to perform his/her duties because of personal illness or disability may, upon the request of the Superintendent or the employee, be granted leave of absence without pay at the exhaustion of his/her sick leave or other leave options for the duration of each illness or disability up to one year.

Leaves for health conditions may be granted for one year at a time and can be renewed annually. Application for a leave of absence for health condition and/or renewal thereof will be made in writing to the Superintendent.

An employee who has been granted leave for health reasons may return to service during the period of leave after giving due notice to the Superintendent and with permission of his/her personal physician.

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Accumulated sick leave is retained while an employee is on [an approved](#) leave of absence without pay. [Leave allocated for the school year in which the unpaid leave is taken will be prorated.](#)

Should the legislature revoke or amend any benefits granted under the authorizing statute (as in the form enacted by the 48th Legislature, Regular Session) no employee will be entitled to such benefits thereafter as a matter of contractual right, provided however, the parties will meet and discuss reason(s) for such amendment and/or revocation.

[An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.](#)

### **Section 6** Jury Duty and Court Appearance

Upon receipt of a jury summons, the employee will notify his/her principal or supervisor that he/she has been summoned for jury duty. The employee will serve on a jury without salary deduction and may keep any compensation he/she receives for serving as a member of a jury in addition to his/her regular pay. Court appearance leave may be granted for an employee to appear in court in a legal proceeding. When the employee appears in court as a party plaintiff or defendant in legal proceedings other than cases resulting from his/her contractual relationship with the District, the leave will be with full salary, but with the cost of substitutes paid by the employee to the District. In court appearances as a party plaintiff against the District, the leave will be without pay. When the employee is subpoenaed or requested as a friend of the court as a witness in a court proceeding, the leave will be with full salary, but with witness fees returned to the District.

### **Section 7** Maternity/Paternity Leave Family Leave

An employee on maternity leave may apply ~~up to 8 weeks of~~ accrued sick leave [and personal leave](#) to the days of absence for recovery time due to childbirth. ~~In addition, the employee may apply up to 4 weeks of accrued sick leave to the days of absence for bonding with the child (60 total contract days).~~

An employee ~~on paternity leave~~ may apply ~~up to 4 weeks (20 contract days) of all~~ accrued ~~sick~~ leave, [to include illness, injury and emergency leave, - personal leave, Washington State Paid Family and Medical Leave \(PFML\), Shared Leave, and FMLA](#) to the days of absence for [the birth of and/or](#) bonding with the [employee's](#) child [within 12 months of childbirth.](#)

An employee will not be discharged from employment or penalized in terms and conditions of employment because of time away from work for leave under this section.

All employees will be granted leave in accordance with FMLA [and PFML.](#)

Employees ~~seeking maternity leave~~ may receive PFML benefits per the Employment Security Department guidelines up to 12 weeks [for bonding](#) and as much as 16 weeks [for a parent who gives birth.](#) While there is no time limit on pregnancy disability, for the purpose of PFML benefits, this period may extend the benefit to a maximum of ~~16-18~~ weeks. The employee may also access all other available leave benefits, as described in this section.

Teachers in need of a long-term substitute will work with their principal/supervisor and Human Resources to arrange for coverage that meets the needs of the ~~classroom~~ [position.](#)

[An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.](#)

### **Section 8** Family and Medical Leave Act (FMLA)

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Employees are eligible for FMLA if they have worked for the District for at least 12 months, have at least 1250 hours of service with the District in the ~~previous~~ twelve (12) month period before the FMLA leave starts. Each eligible employee ~~is entitled~~ may take up to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period to attend to their own serious medical condition or the serious medical condition of a family member. ~~, or twenty-six (26)~~ Up to 26 work-weeks may be taken to care for a covered military service member.

When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run ~~consecutively~~ concurrently with other leave benefits.

An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

### Section 9 Paid Family and Medical Leave (PFML)

Paid Family and Medical Leave (PFML) is an insurance program funded through premiums paid by employees (via payroll withholding) and employers. PFML is fully administered by the Washington State Employment Security Department. Employees should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details.

Cheney School District requires PFML time away from the employer to be unpaid leave. Employees may initiate an application for PFML benefits through the Employment Security Department and shall notify the employer when applying. Eligibility is determined solely by the Employment Security Department. Employees should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details. See also Article III, Section 9A PFML, for more information.

### Section 810 Meetings and Conferences

Leaves of absence without deduction and with reimbursement of certain expenses may be granted to attend professional meetings. Such requests will be handled in an equitable fashion. Employees granted leave under this section will receive reimbursement of certain expenses in accordance with regulations and procedures of the District which will ensure equitable treatment of all employees.

### Section 911 Military Leave

Employees will be granted military leaves of absence, ~~without pay~~, during the time they are required to serve in the Armed Services of the United States. (2024 – RCW 38.40.060)

The unpaid portion of the military ~~Military~~ leave of absence entitles an employee to a normal salary experience increment.

An employee granted military leave will, upon returning from the service, be assigned an equal or mutually acceptable position.

~~This section will be administered in accordance with RCW 38.40.060.~~

### Section 1012 Other Leaves

Leaves of absence without pay may be granted by the Board to employees for the purposes of study, travel, child rearing, teaching in ~~another school district~~ a foreign country, or working in a professionally-related field.

A leave of absence without pay may be granted to employees for other reasons.

Such leaves may be renewed upon recommendation of the Superintendent provided written request for extension is made by ~~April 1<sup>st</sup>~~ March 1st.

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A person granted leave described in this section will, upon returning, be assigned an equal or mutually acceptable position.

Teachers in need of a long-term substitute will work with their principal/supervisor and Human Resources to arrange for coverage that meets the needs of the classroom.

**Section ~~11~~13 Partial-Day Absence**

Absence up to a half day may be granted at the discretion of the employee's supervisor for those situations that cannot be taken care of outside the school day. ~~The supervisor will arrange to care for the employee's responsibilities during such absence.~~

**Section ~~12~~14 Personal Leave**

Three personal leave days separate from any other leave will be granted each year. The 3 personal leave days granted during the current school year may be:

1. Used by the employee for personal leave, or
2. If not used for personal leave, may be worked as additional hours beyond the school day or year at the employee's per diem rate by submitting the annual per diem sheet.

~~Up to 2 days of personal leave may be accumulated from one school year to the next. After August payroll is processed, up to 2 remaining personal leave days will automatically accumulate for the next school year. If more than 2 days remain, those days will be forfeited.~~

Personal leave allocated for the school year in which an unpaid leave of absence is taken will be prorated.

Requests for personal leave for 3 days or less must be submitted at least 48 hours prior to the need for such leave. Requests for personal leave exceeding 3 consecutive days must be submitted as soon as possible and at least 3 weeks in advance of the dates requested.

Personal leave may be granted during the first 7 or the last 3 student days only by the Superintendent.

Prior to and immediately following all holidays and vacations, and on all other Mondays or Fridays, the following number of employees will be granted leave:

- 1 employee per building with under 125 students,
- 2 employees per building with fewer than 250 students and the Student Support Services Department,
- 3 employees per building with greater than 250 and fewer than 500 students, and
- 5 employees per building with 500 or more students.

Student count will be based upon the FTE from the October 1<sup>st</sup> enrollment count.

Leaves will be granted based on the earliest employee notification date. The building administrator ~~will keep track of requests~~ will use the substitute management system to keep track of requests. ~~Written~~ Requests for the upcoming school year may be submitted up to one year prior to the day requested. In the event requests received on the same day exceed contract provisions, a lottery will determine selection.

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### **Section ~~13~~15 Public Office Leave**

An employee seeking an elected public office will arrange for a leave of absence without pay for a specific number of days to ensure that campaign duties will not interfere with his/her District responsibilities.

A teacher who is elected to a public office will be granted leave of absence without pay for the time his/her activities make it impossible for him/her to carry out his/her District responsibilities.

### **Section ~~15~~16 Sabbatical Leave of Absence**

~~In accordance with District Policy, up to a one-year sabbatical leave of absence for professional improvement may be granted subject to the following: Employees on sabbatical leave of absence receive 1/2 of the regular salary they would have received if they had remained on active duty, provided that in no case will the salary exceed 1/2 of the BA+45 maximum, plus years of experience, and further provided no other compensation from gainful employment is received during the period of the pay except for compensation from a fellowship in the employee's field of study. Such leaves are granted and all salary is paid during such leave on the express condition that the employees will return to regular service for one year in the District at the expiration of the leave. In the event that the staff member fails to return to regular service in the District at the expiration of the leave, all salary paid to such employee during such leave will become immediately due and payable to the District. However, if the sabbatical should happen to be interrupted by the death or permanent disability of the employee on leave, the estate of the employee will not be responsible for repayment of the amount received while on leave.~~

~~An employee on full-time sabbatical leave will be entitled to 1/2 of the allowable per diem days and tuition reimbursement. These items will be prorated for an employee on less than full-time sabbatical leave.~~

### **Section ~~15~~17 Sick Leave Sharing**

The District will implement a leave sharing program for bargaining unit members consistent with the rules and regulations of the State of Washington. The provisions contained in this section apply specifically to the donation and receipt of illness, injury, and emergency leave accrued by a certificated employee under the provisions of RCW 28A.400.300 (1)(b), and for parental leave under the provisions of RCW 41.04.655.

1. Employees may request Shared Sick Leave under the following conditions: [\(2024 – WAC 392.136A-030\)](#)
  - A. The employee's job is one in which leave can be used and accrued;
  - B. The employee is not eligible for time loss compensation under RCW 51.32;
  - C. The employee has abided by District policies and procedures regarding the use of Sick Leave;
  - D. The employee has exhausted or will shortly exhaust, his/her Sick Leave;
  - E. The condition has caused or is likely to cause the employee to go on leave without pay or terminate District employment.
  - F. No more leave may be donated than the recipient can use, e.g., no more than five hundred and twenty-two days (522) days during the recipient's entire term of Washington State School District employment.
2. Employees requesting a Shared Sick Leave, should submit the Application for Shared Leave, along with the applicable medical certification to Human Resources. In determining whether an employee is eligible for shared leave, the district may require the documentation allowed under state law [\(2024 – WAC 392-136A-055\)](#). If an employee is found eligible, the district will notify the association and bargaining unit members.

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3. Employees accessing shared leave for the purpose of parental leave may reserve up to 40 hours of accrued leave.
4. An employee may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee, regardless of bargaining unit, ~~who is:~~
  - A. ~~Suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition~~
  - B. ~~A victim of domestic violence, sexual assault, or stalking~~
  - C. ~~Sick or temporarily disabled because of pregnancy disability~~
  - D. ~~On parental leave when the situation has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. The determination of whether or not the request meets the conditions outlined in this section and School Board Policy 5406 will be made by the Superintendent and/or designee and recommended to the Board of Directors for formal approval.~~

~~The Superintendent and/or designee may, if appropriate, require a health care provider's statement confirming the extent and/or severity of an illness, injury, or impairment.~~
5. A contributing employee must have an accrued sick leave balance of more than 60 days to assign his/her sick leave to another named employee.
6. An employee may donate up to 6 days from his/her 60 plus day leave balance during any 12-month period.
7. An employee cannot donate sick leave days that would result in his/her sick leave account balance going below 60 days.
8. Donations of sick leave will not reduce the ability of an employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out ~~(WAC 392-26-104)~~ (2024 – WAC 392.136A-075).
9. Shared leave will be calculated on a day donated, day received basis.
10. An employee, as recipient of leave transferred under this section, will be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
11. Sick leave time is utilized in the order in which donations are received. In the event the donated sick leave is not fully utilized by the receiving employee, said employee must return the unused sick leave.
12. An employee requesting use of donated leave will make written request to ~~the~~ human resources Superintendent who will notify the Association President and bargaining unit members.
  - A. No request will be honored unless all leave is expired but application can be made prior to expiration.
  - B. Employees have the option to donate or not to donate.

**Section 1619-1617 Superintendent's Discretionary Leave**

At the exhaustion of any of the leaves contained herein, the employee at the Superintendent's discretion may continue to receive his/her normal salary, but will reimburse the District for any substitute costs and fringe benefits.

*Katherine C. Potter*  
8/20/2024

*[Signature]*  
8/20/2024