

Provision:	Article VIII	Title:	Leaves
Presentation:	First (Also serves as Counter to PSEC Proposals Section 8.1.1 4/20/26 and Section 8.11 4/20/26; updated 4/23/26)	Date:	6/15/2026

Section 8.8. Family and Medical Leave (FMLA).

~~Under the federal Family Medical Leave Act (FMLA), the Washington Paid Family and Medical Leave (PFML), the Washington State Human Rights Commission Laws, the Washington Family Care Act (FCA), and District Policy/Procedures, employees have certain rights and protections. With the exception of FMLA, which extends medical benefits up to twelve (12) weeks for qualifying employees who have exhausted their paid leave or exhaust it during their leave period, none of the above laws provide for additional paid family leave time.~~

Employees are eligible for FMLA if they have worked for the District for at least twelve (12) months, and have at least 1250 hours of service with the District in the twelve (12) month period before the FMLA leave starts. Each eligible employee may take up to twelve (12) workweeks 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. Up to 26 workweeks 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. The employee will be responsible for their portion of SEBB premiums and will receive an invoice from the district if the deduction exceeds the employee's pay. FMLA shall run concurrently with other leave benefits.

Employees should contact Human Resources to review their family medical leave options.

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Section 8.10.1.

The employee will retain accrued sick leave, vacation, and seniority rights except as provided herein, while on a leave of absence if not required to utilize said leave based on the nature of the absence and as defined in district practices and procedures. A person granted leave as described in this section will, upon return, be assigned the same or an equivalent position. However, vacation, personal leave, ~~credits~~ and sick leave will not accrue while the employee is on leave of absence. While on a leave of absence, seniority will be maintained for up to two (2) years from the date of the beginning of the leave of absence. Placement on Schedule A upon return will be based on years of service.

~~Employees hired to fill positions of employees on leave of absence will be informed of this provision by the District. In the event that a regular employee moves up to take the leave without pay position, the existing position thus vacated, will remain available to the regular employee to reclaim at the return of the leave of absence employee.~~

If eligible for continuation of benefits coverage during leave, employees may be required to pay their portion ~~Cost~~ of insurance premiums ~~will be paid by the employee in accordance with the payment schedule in effect in the District~~ unless insurance costs are paid by the District in accordance with state or federal law.

Section 8.10.2. Return from Leave of Absence.

Any employee on an approved leave of absence will provide the District with an anticipated return to work date. If an employee returns ~~is returned~~ from a medical leave of absence, a doctor's release will be required by the District.

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Section 11.3. Special Trips.

The following guidelines will apply to special trips other than regular daily or weekly assigned route, including activity routes, Skill Center routes, and mid-day routes:

- A. Seniority Trips, ~~including are either~~ overnight or do not interfere with a drivers regular route. These trips generally begin after 4:00 p.m. with departure from a school site and/or have a departure from a school site after 8:00 a.m. with a return prior to 2:20 p.m. Seniority trips will be offered to drivers on a seniority basis ~~("A" trips)~~. The bid for trips may include additional specified duties, as indicated on the trip ticket.
- B. Rotation Trips, except overnight, that interfere with ~~regular assigned~~ routes or activity routes will be offered on a rotation basis, utilizing the seniority list in descending order ~~("B" trips)~~.
- C. A Special Trip cannot interfere with any other ~~contracted~~ position (i.e., mid-day route, Skill Center route, or activity route, ~~or shop duties~~), with the exception of overnight trips. A period of fifteen (15) minutes will be allowed between trips, routes, or other District positions. Overnight trips cannot interfere with any other ~~contracted~~ position held outside of the transportation department (i.e., paraeducator, food service, custodial or maintenance, etc.). ~~Drivers cannot bid on trips that will cause them to exceed forty (40) hours per week, this includes any paid holiday time.~~
- ~~D. A trip cannot interfere with position responsibilities held elsewhere in the District. A period of fifteen (15) minutes will be allowed between trips, routes, or other District positions.~~
- D Trips will be compensated at the driver's base hourly rate for the duration of the trip. Compensation for days (midnight to midnight) on overnight trips will be ~~at an~~ a minimum of eight (8) hours per day plus reasonable expenses actually incurred.
- E Should an athletic team or activity require transportation of nine (9) students or fewer to a specific site/event, a van may be used and the coach or activity leader with a Type II license may drive the van. If more than nine (9) students, up to eighteen (18) students, need to attend the event, a second van may be checked out, but a Bus Driver must drive the second van. In the event that two (2) vans are requested, and there is a shortage of Bus Drivers, it may be up to the Transportation Director to allow two (2) Type II drivers for the vans.
 - In the event an athletic team or activity is student-sponsored (ASB, fundraisers, etc.), the second van may also be driven by the coach or activity leader with a Type II license.
- F If a ~~special-seniority~~ trip ~~("A" trip)~~ is cancelled more than two (2) hours prior to departure time, the driver loses the hours for that trip.

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- G. If a **special seniority** trip (~~“A” trip~~) is cancelled less than two (2) hours prior to departure time, the driver will be paid two (2) hours at their rate of pay.
- H. If a **special rotation** trip (~~“B” trip~~) is cancelled more than two (2) hours prior to departure, the driver will be given first choice on a **rotation** trip of comparable hours (within two [2] hours) scheduled for the following week.
- I. If a **special rotation** trip (~~“B” trip~~) is cancelled less than two (2) hours prior to departure, the driver will be given the choice of two (2) hours pay at their rate of pay or first preference on a **rotation** trip of comparable hours (within two [2] hours) scheduled for the following week.
- ~~J. If the date of a seniority trip is changed, the assigned driver can choose to follow the trip. If assigned driver chooses not to follow the trip, the trip will be offered to the next senior driver. may either take the trip on the alternate date or be given first preference on a trip scheduled for the following week with comparable hours.~~
- K. A vehicle cleanup checklist is required to be used by drivers at the end of special trips (buses or vans). Failure to complete will result in a loss of trip rotation.

Atkinson 6-23-26 Angela Moran 6/23/26
PSE Representative Date Cheney School District Date

Provision:	Section 20.4	Title:	Hygiene Duties and Compensation.
Presentation:	Second	Date:	6/23/2026

District Proposed:

Section 20.4. Hygiene Duties and Compensation.

The wage rate for Paraeducators who are assigned to positions which require the regular performance of hygiene duties will be increased by one dollar (\$1.00) per hour while said assignment is in effect. Hygiene duties are described as catheterization, special hygiene duties, specialized medical procedures, and other specialized areas as identified by the Student Support Services Department that exceed normally assigned job requirements.

Each September, the District will review Paraeducator positions that are performing hygiene duties as a routine part of their daily responsibilities as assigned by ~~their supervisor (Principal~~ a Building Administrator or Director), thus no hygiene pay will be processed with the September paycheck. Once the positions performing said duties as part of their regularly assigned daily responsibilities are identified, hygiene pay will resume/begin with the October paycheck. October pay will include pay from September for positions that are determined applicable. In the event hygiene duties begin or end after the initial review in September, the pay will be added or removed accordingly, with notification to the employee and copied to PSEC.President@gmail.com.

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Attorney

6-23-26

Angela M. 6/23/26