

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**CUSICK SCHOOL DISTRICT #59**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF  
CUSICK CHAPTER**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



**Public School Employees of Washington/SEIU Local 1948**  
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**P R E A M B L E**

This agreement is made and entered into between Cusick School District Number 59 (hereinafter called District) and Public School Employees of Cusick, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter called Association).

In accordance with the provisions of the Public Employees’ Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial (except the Secretary to the Superintendent and the Business Manager) Office Support, Food Service Personnel, Custodial/Maintenance, excluding the Supervisor/Trainer, Paraeducators, and Education Support Specialists (Sign-Language Interpreters, Conflict Manager, Computer Tech).

**Section 1.3. Less than Full-Time Employees.**

Less than full-time employees in the above general job classifications are included in the bargaining unit. The term “less than full-time” shall include substitute and temporary employees who are employed by the District for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes. Such employees shall be entitled to the following provisions of the contract and no others: Schedule A.

**Section 1.4. Substitute Employee.**

Substitute employees are those casual employees who replace a current employee on an irregular basis. Substitute employees shall be entitled to Step 1-2 on Schedule A.

**Section 1.5. Temporary Employee.**

Temporary classified employees are not substitute employees and are employed in a position for one-sixth (1/6) of the school days (thirty [30] days) in any school year. Temporary employees are entitled to the provisions of the current collective bargaining agreement (Step 1-2 of the Salary Schedule) and any applicable state and federal laws (WAC 391-35-350).

Temporary positions will be posted. Regular employees may bid on a temporary job or vacant position which is projected to last sixty (60) workdays or more. The regular employee’s position will be filled by a substitute/temporary employee from outside the bargaining unit.



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## ARTICLE II

### RIGHTS OF EMPLOYEES

#### **Section 2.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the union in all such matters as authorized by law.

#### **Section 2.2.**

Neither the District nor the Association shall discriminate against an employee subject to this Agreement on the basis of race, national origin, creed, sex, sexual preference, religion, age, marital status or the presence of a disability.

#### **Section 2.3.**

There shall be only one (1) official personnel file for each employee to be kept in the District administrative office. Each employee shall have the right to review the contents of said file after scheduling a time to view the file in the presence of District administrative staff. The employee will be entitled to a copy of any material in the file and shall have the right to attach a letter of rebuttal/explanation to any document in the file.

##### **Section 2.3.1.**

In order for the District to be in compliance with the Americans with Disabilities Act (ADA), as of July 26, 1992, the District shall maintain a medical information file for each classified employee of the District, which will be kept separate from the personnel file. Said file will contain such sensitive information as immunization history, health related cards, leave sharing information, and information of medical history, and medical releases, etc. This medical information file will insure confidentiality of sensitive information regarding the employee in the event of a federal or state audit.

##### **Section 2.3.2.**

Each employee shall be provided a copy of all materials placed in his/her personnel file within five (5) days of its insertion. All derogatory material shall be removed within two (2) years after its placement into the file, provided there are no similar incidents within that period of time. The employee may attach comments to any material that is part of the personnel file. Derogatory material not brought to the attention of the employee in compliance with this Section, or not placed in the official personnel file, may not be used for any action involving the employee.

#### **Section 2.4. Union Representation.**

Employees subject to this Agreement have the right to have union representation or other persons present at discussions between themselves and district administration, representatives, and supervisors.

#### **Section 2.5. Immunizations.**

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file. No specific vaccine shall be required as a condition of employment unless ordered by the Washington

1 State Department of Health. Employees without required vaccinations may only be excluded from the  
2 work site if ordered by the Washington State Department of Health.

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6 **ARTICLE III**

7  
8 **DISTRICT RIGHTS**

9  
10 **Section 3.1.**

11 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
12 vested in management officials of the District. Included in these rights in accordance with and subject  
13 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
14 force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
15 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
16 release employees from duties because of lack of work or for other legitimate reasons. The District  
17 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
18 means, and the personnel by which operations undertaken by the employees in the unit are to be  
19 conducted.

20  
21 **Section 3.2.**

22 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
23 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
24 matters of working conditions, the District shall give due regard and consideration to the rights of the  
25 Association and the employees and to the obligations imposed by this Agreement.

26  
27 **Section 3.3.**

28 In matters not covered specifically by language within this Agreement, the District management shall  
29 have the clear right to make decisions in such matters and these decisions shall not be subject to the  
30 grievance procedure so long as those decisions do not affect the collective bargaining agreement.

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32  
33 **ARTICLE IV**

34  
35 **RIGHTS OF THE ASSOCIATION**

36  
37  
38 **Section 4.1.**

39 The Association has the right and responsibility to represent the interests of all employees in the unit;  
40 to present its views to the District on matters of concern, first orally, and then if necessary, in writing;  
41 to consult or to be consulted with respect to the formulation, development, and implementation of  
42 industrial relations matters and practices which are within the authority of the District; and to enter into  
43 collective negotiations with the object of reaching an agreement applicable to all employees within the  
44 bargaining unit.

45  
46 **Section 4.2.**

47 The Association may post appropriate notices on the authorized bulletin boards which shall be signed  
48 by the member(s) of the Association and which shall be removed in a timely manner by the

1 Association when such notice(s) have served their purpose. It is expressly understood that information  
2 contained in such postings shall at all times be appropriate to the educational environment and shall not  
3 contain material that is derogatory to employees and/or District officials. Further, such material posted  
4 on public property shall not violate the Hatch Act.  
5

6 **Section 4.3.**

7 Modification of existing positions or the creation of new positions shall not be affected without prior  
8 consultation with individual affected and the Association, which shall have the opportunity to provide  
9 input. Employees will have current job description/schedule available no later than the third Monday  
10 of September each year. However, the District reserves the right to adjust an employee's daily  
11 schedule to meet the District's operational needs at any time throughout the year.  
12

13 **Section 4.4. Bargaining Unit Lists.**

14 The District shall provide Public School Employees of Washington/SEIU Local 1948 with the name,  
15 address, telephone number, position, hire date, classification seniority date, rate of pay and  
16 employment status (lay-off, leave of absence, currently employed, etc.) electronically to  
17 [membership@pseofwa.org](mailto:membership@pseofwa.org) up to four (4) times per school year. A copy of this report will be provided  
18 at the same time to the President of the Association.  
19

20 **Section 4.5. Association Leave.**

21 The Association may be provided up to five (5) days off per year without loss of pay to attend regional  
22 or state meetings when the purpose of these meetings is in the best interests of the District as  
23 determined by the District administration. PSE is responsible for costs of substitute. Additional days  
24 may be granted by mutual agreement.  
25

26 **Section 4.6.**

27 Representatives of the Association shall make their presence known to the District. Such  
28 representatives may have access to the District premises during business hours but will not interfere  
29 with employee's normal duties.  
30

31 **Section 4.7. New Hire Notification.**

32 The Employer will provide PSE electronic notification of the name, address, personal phone number,  
33 classification, job title, work location, and work and personal email address of all newly hired  
34 bargaining unit employees within five (5) days of their first day on the job.  
35

36 **Section 4.8. Access to New Employees of the Bargaining Unit.**

37 The District will provide the local PSE team members reasonable access to the new employees of the  
38 bargaining unit for the purposes of presenting information about PSE to the new employee.  
39 "Reasonable access" for the purposes of this section means the access to the new employee occurs  
40 within one (1) week of the employee's start date within the bargaining unit; the access is for no less  
41 than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the  
42 employee's regular local worksite, or at a location mutually agreed to by the Employer and PSE.  
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## ARTICLE V

### LABOR / MANAGEMENT MEETINGS

#### **Section 5.1.**

It is mutually agreed that the District and Association will conduct labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. Meetings may be conducted on the request of the Superintendent, his/her designee, or the Association President.

#### **Section 5.2.**

Each of the parties will designate two (2) representatives to participate in such meetings; however, additional representatives may attend at the request of either committee provided that no more than five (5) persons shall represent either side unless mutually agreed otherwise. These meetings shall not be construed as taking the place of negotiations.

#### **Section 5.3.**

Meetings shall be conducted during regular business hours of the District. If mutually agreed to by both parties, minutes may be taken, and an agenda prepared in advance of each meeting. If minutes are taken, they will be shared with the other party.

#### **Section 5.4.**

All participants have the right to utilize the services of individuals in any meeting between the parties. Each party will be notified of the anticipated additional personnel and their role, to be present at the meeting.

## ARTICLE VI

### HOURS OF WORK

#### **Section 6.1.**

The workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.

#### **Section 6.2.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, except in emergency situations.

#### **Section 6.3.**

Employees shall receive a fifteen (15) minute rest period for each four (4) hours worked. Employees working shifts which are longer than five (5) hours shall receive a thirty (30) minute uninterrupted lunch period. Adjustments relative to the point that a rest period is taken may be made by mutual agreement. (Rationale: A rest period in or near the middle of the shift is more advantageous to the work environment than at the end of the shift. It still must be a four [4] hour shift.)

1 **Section 6.4. Overtime Work.**

2 All hours worked in excess of forty (40) hours in any one (1) week shall be considered overtime work.  
3 Overtime work must have prior written approval of Superintendent and will be compensated at one and  
4 one-half (1½) times the employee's hourly rate.

5  
6 **Section 6.4.1. Compensatory Time.**

7 Compensatory time will be granted by mutual consent of both the District and the employee.  
8 Compensatory time will be given at the rate of one and one-half (1½) hours of comp time for  
9 one (1) hour worked overtime. If the overtime is permitted, the employee will be paid time and  
10 a half in the same period he/she worked, if possible. The Fair Labor Standards Act will be  
11 followed.

12  
13 **Section 6.4.2. Flex Time.**

14 When an employee works pre-approved extra time, the employee may request to have flex time  
15 off at the rate of time earned. Flex time may only be used at a time that does not require the  
16 District to incur additional monetary costs. Flex time must be taken within the school year  
17 earned.

18  
19 **Section 6.5.**

20 When a bargaining unit member fills in for another employee in a higher classification, the employee  
21 filling in will receive the wage of the higher classification. The employee shall be paid at their step on  
22 the salary schedule in the classification in which they are substituting. Employees who are requested to  
23 temporarily fill a position in a lower paid classification shall not suffer a loss in wage.

24  
25 **Section 6.6.**

26 Temporary positions or temporary hours added to current positions must have a beginning and ending  
27 date within the current school year. In the event that additional hours are available, the most senior,  
28 qualified and available employee shall have the first right of refusal to work the time. If the  
29 "temporary time or hours" continue to be available in the next school year, the time will be posted for  
30 consideration of the bargaining unit members in accordance with Sections 9.2.2, 9.2.3 and 1.4.

31  
32 **Section 6.7. Preparation Time.**

33 With prior district approval, the employee may work beyond their shift to perform duties associated  
34 with their position.

35  
36 **Section 6.8. School Closure.**

37 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the  
38 District will make every effort to notify each employee to refrain from coming to work. Employees  
39 reporting to work shall receive a minimum of two (2) hours pay at their current rate in the event of  
40 such a closure. This applies to employees whose regularly scheduled shift starts prior to 6:00 am.

41  
42 **Section 6.9. Dress Code.**

43 The Cusick School District has adopted the following Dress Code for all employees.

44  
45 **Dress Code:**

46 Our goal as a District is to provide a professional learning environment for the students and  
47 communities we represent, and our appearance is a reflection of our level of professionalism. We



1 respect and honor employees' judgment regarding the selection of attire that fits with their professional  
2 position. However, certain guidelines shall be established.

3  
4 1) *What is our standard of dress”?*

5 Cusick School District has a professional/professional-casual dress standard. Professional/  
6 professional casual is a balance between a professional work environment and employee  
7 comfort and choice.

8  
9 2) *What does professional/professional casual look like?*

10 Appropriate dress includes slacks or khakis/chinos, dress shirt or blouse, open-collar or polo  
11 shirt, tie as appropriate, sport coat, dress, or skirt (at an appropriate length), blazer, knit shirt,  
12 shell or sweater. Leggings may be worn under a dress or long sweater. This list is not  
13 exhaustive, so employees should use their professional judgment.

14  
15 3) *What is not acceptable?*

16 Clothing that works well for the beach, yardwork, exercise, sporting activities, etc. is not  
17 acceptable. Staff shall refrain from wearing sweatshirts, t-shirts (except on the last day of the  
18 student week and/or professional development days), sweatpants and denim type shorts. Tops  
19 that expose shoulders or midriff, tank tops or tops with spaghetti straps, see-through or low-cut  
20 clothing and shirts with potentially offensive words or images shall not be worn at any time.  
21 Again, this list is not exhaustive, so employees should use their professional judgement.

22  
23 4) *What about casual days?*

24 We allow, and even encourage, a more relaxed atmosphere on the last student day of the week  
25 and/or during our on-site professional development days when casual attire, such as blue jeans  
26 may be worn. Jeans should be free of rips, tears, holes, etc. Even though the dress code is  
27 relaxed a bit on these days, the spirit of professional learning environment is not. The district  
28 agrees to purchase each staff member a Cusick logo shirt at the start of school during each even  
29 year of the contract.

30  
31 5) *Does this standard apply to all staff?*

32 These guidelines were created for all of our staff members. However, exceptions may be made  
33 for staff assigned to Physical Education, Shop and/or Ag courses.

34  
35 Classified staff whose jobs include outdoor activities, being on the floor, cleaning, cooking, or  
36 other physical components may wear jeans on any day, provided they meet the qualifications  
37 described for casual days.

- 38  
39 ● Spirit Week(s) and other school sponsored activities are excluded from these established  
40 guidelines.
- 41  
42 ● If you need assistance interpreting this guidance, please consult with District Administration to  
43 assure you are not wearing attire that may be inappropriate.
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**ARTICLE VII**

**HOLIDAYS AND VACATIONS**

**Section 7.1. Holidays.**

All twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- |                             |                            |
|-----------------------------|----------------------------|
| 1. New Year's Day           | 7. Labor Day               |
| 2. Martin Luther King's Day | 8. Veterans Day            |
| 3. Presidents' Day          | 9. Thanksgiving Day        |
| 4. Memorial Day             | 10. Day after Thanksgiving |
| 5. Juneteenth               | 11. Day before Christmas   |
| 6. Independence Day         | 12. Christmas Day          |

**Section 7.2. Vacations.**

All twelve (12) month employees are entitled to:

<u>Years of Service</u>	<u>Vacation Days</u>
1	5
2-7	10
8-12	15

Twelve (12) month employees may not use any vacation leave until employed for a minimum of six (6) months.

**Section 7.2.1.**

Vacations may be taken at any time during the year with the supervisor's approval and at least two (2) weeks in advance of the first day of vacation leave. Employees who are denied vacation due to the critical needs of the District shall be allowed to re-schedule or carry-over the vacation time at the option of the employee.

**Section 7.2.2.**

Any accrued vacation in excess of thirty (30) days must be used or cashed out by August 31. A maximum of five (5) vacation days may be cashed out at the substitute rate of pay. Vacation days are prorated by hire date.

**Section 7.2.3.**

Upon resignation, retirement, or separation from the Cusick School District employment an eligible employee or the employee's estate, shall receive any accrued vacation earned at the employee's current rate of pay with their final paycheck.

**ARTICLE VIII**

**LEAVES**

**Section 8.1. Sick Leave.**

At the beginning of each school year, and upon the employee reporting to work and capable of performing his/her contractual obligation, each employee shall begin earning sick leave. A total of ten



1 (10) sick days per year shall be awarded on a monthly basis. Sick leave shall be front loaded only  
2 during the first year of employment for all newly hired staff who enter the district with no accumulated  
3 sick leave. Employees employed less than a full term shall be entitled to a proportionate part of all sick  
4 leave allowance. Each employee's portion of unused sick leave allowance shall accumulate from year to  
5 year to a maximum of one-hundred eighty (180) days.

6  
7 An employee's sick leave absence will be charged as one (1) hour of sick leave for one (1) hour of  
8 absences in fifteen (15) minute increments.

9  
10 **Section 8.1.1.**

11 If in the opinion of the Superintendent or his/her designee sick leave is being abused, after five  
12 (5) days of sick leave the District is hereby authorized to request written verification from the  
13 employee's doctor or other licensed healthcare provider, that sick leave is necessary.

14  
15 **Section 8.1.2. Sick Leave Buy Back.**

16 As provided in RCW 28A.400.210:

- 17  
18 1. At the time of separation from school district employment, an eligible employee or the  
19 employee's estate shall receive remuneration at a rate equal to one day's pay for each four  
20 full day's accrued leave. An "eligible employee" means (a) employees who separate from  
21 employment due to retirement or death; (b) employees who separate from employment and  
22 who are at least age fifty-five and have at least ten years of service SERS 3(RCW  
23 41.35.010(31)); or (c) employees who separate from employment and who are at least fifty-  
24 five (55) and have at least fifteen (15) years of service under PERS 2 (RCW  
25 41.35.010(34)).
- 26  
27 2. In January of the year following any year in which a minimum of sixty (60) days of sick  
28 leave is accrued, and each January thereafter, any eligible employee may exercise an option  
29 to receive remuneration for unused sick leave accumulated in the previous year at a rate  
30 equal to one (1) day's monetary compensation of the employee for each four (4) full days of  
31 accrued leave in excess of sixty (60) days. Sick leave for which compensation has been  
32 received shall be deducted from accrued sick leave at the rate of four (4) days for every one  
33 (1) day's monetary compensation.

34  
35 **Section 8.2. Bereavement Leave.**

36 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by  
37 the death of an employee's child, spouse, parent, stepparent, grandparent, sibling, or like relationships  
38 in the family of the employee's spouse or anyone living in the employee's household. Bereavement  
39 leave shall not be deducted from sick leave.

40  
41 **Section 8.3. Family Medical Leave.**

42 Leave days which can be covered by sick leave will be provided for serious illness requiring  
43 hospitalization of an employee's child, spouse, parent, stepparent, grandparent, sibling, or like  
44 relationships in the family of the employee's spouse or anyone permanently living in the employee's  
45 household. Family illness leave shall be deducted from sick leave. (Federal statute, 29 U.S.C.  
46 Subsection 260; State statutes and WAC: RCW 49.78, RCW 49.12.270, and WAC 162-30-020.)

1 **Section 8.3.1. Paid Family and Medical Leave (PFML).**

2 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical  
3 Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible  
4 for this leave, employees must have worked a minimum of 820 hours within the past calendar  
5 year. Commencing January 1, 2019, the District shall pay their portion of the payroll premium  
6 to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure  
7 ongoing compliance with the law. When such leave is used for pregnancy/maternity disability,  
8 the District shall maintain health insurance benefits during periods of approved PFML.  
9

10 **Section 8.4. Emergency Leave.**

11 Employees may receive emergency leave. There shall be no limit on the number of emergency leave  
12 days without deduction in pay so long as the days are covered by accrued sick leave days. In the event  
13 the Superintendent challenges the use of emergency leave days by an employee, a committee of  
14 management employees and Association members shall make a determination as to whether the leave  
15 shall be allowed. The Association shall appoint two members to act as committee members when  
16 necessary. Such leave shall be used only for bona fide events of such emergency that they cannot  
17 otherwise be attended to after working hours.  
18

19 **Section 8.5. Personal Leave/Personal Leave Cash-Out.**

20 Classified employees shall be entitled up to three (3) personal leave days per year, which shall be with  
21 full pay and not deducted from sick leave. These days are front loaded based on the employee's FTE at  
22 the start of each school year. An adjustment to the number of front-loaded days will be made if an  
23 employee's FTE increases/decreases. In the event a classified employee expends their three (3) allotted  
24 personal days, but does not complete their full year of employment, an adjustment will be made in the  
25 gross amount of the employee's final paycheck.  
26

27 Classified employees may carry over one (1) unused personal leave day from year to year. One (1)  
28 day carried over, plus three (3) days from the current year will equal a maximum of four (4) days to  
29 be available in any one year. Personal leave days may be taken in half-day or full day increments.  
30 Personal leave days may not be taken the first or last week of school. Classified employees shall be  
31 limited to the use of a maximum of two (2) personal leave days preceding or following holidays or  
32 vacations. In June of each year, a maximum of three (3) personal days may be cashed out at the  
33 employees per diem rate for the current year.  
34

35 **Section 8.6. Maternity Leave.**

36 The provisions of the Sick Leave Policy, Section 8.1 above, shall govern requests for maternity leave  
37 as guided by the Family Medical Leave Act. The employee shall give thirty (30) days' notice of intent.  
38

39 **Section 8.7. Paternity Leave.**

40 A male employee, upon request, shall be granted maternity leave as guided by the Family Medical  
41 Leave Act. The employee shall give thirty (30) day notice of intent of leave or at the date of the birth,  
42 adoption, or placement of a foster child in the employee's home. Such leave may be deducted from  
43 sick leave.  
44

45 **Section 8.8. Judicial Leave.**

46 In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as  
47 a co-defendant with the District, such employee shall receive a normal day's pay for each day of  
48 required presence in court. Any compensation received for such service shall be paid to the District.

1 Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event  
2 an employee is a party in a court action, such employee may request a leave of absence.

3  
4 **Section 8.9. Leave of Absence.**

5 Upon recommendation of the immediate supervisor through administrative channels to the  
6 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
7 absence for a period not to exceed one (1) year; if such leave is granted due to extended illness one (1)  
8 additional year may be granted.

9  
10 **Section 8.9.1.**

11 The returning employee will be assigned to the same position occupied before the leave of  
12 absence. If the position is no longer in existence the employee shall be assigned to a position in  
13 the same general job classification with equal hours, benefits and pay. Employees hired to fill  
14 positions of employees on leave of absence will be hired for a specific period of time during  
15 which they shall be subject to all relevant provisions of this Agreement including but not  
16 limited to Section 1.4. It shall be the responsibility of the employer to inform replacement  
17 employees of these provisions.

18  
19 **Section 8.9.2.**

20 The employee will retain accrued sick leave, vested vacation rights and seniority rights while  
21 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
22 the employee is on leave of absence. If such leave is approved for extended illness or injury,  
23 seniority shall accrue up to two (2) additional years.

24  
25 **Section 8.10. Natural Disasters.**

26 In the event that school is closed due to the occurrence of a natural disaster, and the number of days of  
27 closure is not made up, the employee shall be given the option of making up the time lost, or of not  
28 receiving payment for days not worked because of the natural disaster.

29  
30 **Section 8.11. Shared Sick Leave.**

31 Employees may share accrued leave with other employees on a voluntary basis according to School  
32 Board policy and state law (RCW 41.04.665).

33  
34 **Section 8.12. Leave Without Pay (LWOP).**

35 An employee may request LWOP for personal or professional reasons by written request to the  
36 building principal. In order to request LWOP, all other leaves must be exhausted, excluding sick leave.  
37 Requests for LWOP may be denied if it is determined that the length and/or frequency of requests is  
38 deemed to cause a disruption of the educational program of the District.

39  
40  
41  
42 **ARTICLE IX**

43  
44 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

45  
46 **Section 9.1. Probation.**

47 Each new hire shall have a probationary period of ninety (90) workdays following the hire date during  
48 which time seniority will not apply and during which time the District may discharge such employee at

1 its discretion without recourse to the Grievance Procedure. After ninety (90) workdays of successful  
2 employment, the name of the employee shall appear on the seniority list as of the first date of  
3 continuous employment (hire date) and such employee shall be subject to all rights and duties  
4 contained in this Agreement retroactive to the hire date.

5  
6 **Section 9.1.1.**

7 Employees who change classification or take a new position within the same classification shall  
8 serve a trial period of thirty (30) calendar days, during which time the District may reassign  
9 such employee to his/her original position at its discretion without recourse to the Grievance  
10 Procedure. In the event of reassignment, the employee may request a written statement of the  
11 reasons for the reassignment in order to improve or garner additional skills.

12  
13 During these thirty (30) calendars day trial period, the employee may request to be returned to  
14 his/her former position. The request must be made in writing to the immediate supervisor.

15  
16 **Section 9.2. Seniority Rights.**

17 Seniority rights of an employee shall be lost for the following reasons:

- 18 A. Resignation.
- 19 B. Discharge for justifiable cause.
- 20 C. Retirement.
- 21 D. Abandonment of position.

22  
23 **Section 9.2.1.**

24 Seniority rights shall not be lost for the following reasons, without limitation:

- 25 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 26 B. Time on leave of absence granted for the purpose of service in the Armed Forces of the  
27 United States.
- 28 C. Time spent on other authorized leaves.
- 29 D. Time spent in layoff status as hereinafter provided.

30  
31 **Section 9.2.2.**

32 Seniority rights shall be effective within the general job classification. The general job  
33 classifications are those set forth in Article I, Section 1.2. The seniority rights of the employee  
34 shall arise from the classification date and shall be applicable within the classification. The  
35 employee shall, however, retain all seniority in the former job classification(s). Seniority in  
36 former job classification(s) does/do not continue accruing.

37  
38 **Section 9.2.3.**

39 The employee with the earliest hire date shall have preferential rights regarding shift selection,  
40 vacation periods, special services (including overtime) and layoff. The employee with the  
41 earliest hire date shall have preferential rights regarding promotions, assignment to new or open  
42 jobs or positions, and layoffs when ability and performance are substantially equal with junior  
43 employees. If the District determines that seniority rights should not govern because a junior  
44 employee(s) possess ability and performance substantially greater than a senior employee(s),  
45 the District shall set forth in writing to the employee(s) and the Association President, its  
46 reasons why the senior employee(s) has been bypassed.

1 **Section 9.3. Job Postings.**

2 The District shall publicize within the bargaining unit for five (5) workdays the availability of open  
3 positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
4 shall be forwarded to the President of the Association and to the Association representative of the  
5 classification concerned.  
6

7 **Section 9.4. Layoff.**

8 In the event of a layoff, the District will first meet and confer with the Association.  
9

10 **Section 9.4.1.**

11 In the event of layoff, employees so affected are to be placed on a reemployment list  
12 maintained by the District according to layoff ranking. Such employees shall have the  
13 opportunity to use accrued seniority in classifications other than the one from which they are  
14 being laid-off. An employee who exercises his/her right to use accrued seniority must meet the  
15 qualifications for the position. Names shall remain on the reemployment list for two (2) years.  
16 Employees on layoff status shall have preferential rights to work assignments as substitutes  
17 within their general job classification, as such work becomes available.  
18

19 **Section 9.4.2.**

20 If the employee is on layoff and new or open positions are posted, current qualified employees  
21 will have priority. If no current employee bids on the job, those on layoff will have priority  
22 over non-employees.  
23

24 **Section 9.4.3.**

25 Substitute employees shall have priority for employment, provided the position has been  
26 offered to the bargaining unit pursuant to Article IX, Section 9.4.2 and no member has bid on  
27 the job. This section shall refer to employment in the job classification (See Article I,  
28 Section 1.2) for which the individual has been substituting.  
29

30 **Section 9.4.4.**

31 Employees on layoff status shall file their addresses and home phones in writing with the  
32 personnel office of the District and shall thereafter promptly advise the District in writing of  
33 any change of address and phone.  
34

35 **Section 9.4.5.**

36 An employee shall forfeit rights to reemployment as provided in Section 9.2.3 if the employee  
37 does not comply with the requirements of Section 9.4.4 and Section 9.4.6 or if the employee  
38 does not respond to the offer of reemployment within ten (10) school workdays.  
39

40 **Section 9.4.6.**

41 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all  
42 other accrued benefits; provided that such employee is offered a position substantially equal to  
43 that held prior to layoff.  
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## ARTICLE X

### TRAINING

#### **Section 10.1.**

Employees shall be reimbursed for the following vocational training expenses, provided participation has been approved by the Superintendent:

- A. Expenses and materials to attend training which would be mutually beneficial to the employee and the School District.
- B. Purchase of recognized vocational training from state or national educational institutes which would further an employee's potential within the School District.
- C. Employees who attend approved training sessions will be paid their regular wage for all time spent at the training session.

#### **Section 10.2. Paraeducator Requirements.**

Paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

- 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
- 2. (a) Have received a passing grade on the Education Testing Service (ETS) Paraeducator Assessment; or
  - (b) Hold an associate of arts degree; or
  - (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or
  - (d) Have completed a registered apprenticeship program.

#### **Section 10.3. WA State Paraeducator Training Requirements.**

Paraeducators are required to complete the Professional Educator Standards Board (PESB) Fundamental Course of Study (FCS). The District will provide twenty-eight (28) hours of paid training in the first twelve months of employment and cover associated costs on the state standards of practice for all newly hired paraeducators provided they have not already met those qualifications. The District will provide access to computers and other technology needed for paraeducators to be successful in obtaining the required training as funded by the state. The district is to determine which courses will be required for their district and what will be provided in person versus electronically.

Once twenty-eight (28) FSC hours have been earned, paraeducators are then eligible for additional training and certification. Further information can be found at <https://www.pesb.wa.gov/paraeducator-certificate-program>. Completed coursework must be purchased by the employee as clock hours and recorded through the Educational Data System's (EDS) "e-cert", an online tool to track the completion of clock hours.

#### **Section 10.4. Other Employee Training.**

The District will reward the efforts of employees to continue education pertaining to their position held within the Cusick School District. Details of that can be found in Addendum C, Continued Education Incentive Pay.





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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided.

**Section 11.1.1.**

If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. Any meeting that may result in disciplinary action by the District; the District must inform the employee that they may have representation by another union employee and/or the Field Representative.

**Section 11.2. Notification to Non-Annual Employees.**

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

**Section 11.2.1.**

Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year whenever possible.

**Section 11.2.2.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**Section 11.2.3.**

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

**Section 11.3.**

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intent to discharge or lay off.

**ARTICLE XII**

**NOTICE OF TERMINATION**

**Section 12.1.**

Employees electing to sever their employment with the District shall notify the District of their intent to terminate their employment at least two (2) weeks in advance of such termination.

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## ARTICLE XIII

### INSURANCE

#### **Section 13.1. SEBB Benefits.**

- A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.
- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.
- C. Basic benefits include medical, dental, vision, long-term disability, and group life insurance. Employees may select optional benefits at their own expense.
- D. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- E. Employees are responsible for enrollment in SEBB. Enrollment shall be completed by the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty (30) days of employment.
- F. If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as a single subscriber. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows the change, such as a marriage, birth, or adoption.
- G. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e., the end of the school/work year), benefit coverage will continue through August 31 of that year.

#### **Section 13.2. Retirement.**

In determining whether an employee subject to this Agreement is eligible for participation in a Washington State Public Employees Retirement System, (any and all SERS and PERS plans) the District shall report all hours worked, whether straight time, overtime, or otherwise.

1 **Section 13.3.**

2 The District shall provide tort liability coverage for all employees subject to this Agreement.

3  
4 **Section 13.4.**

5 The District shall make contributions to the Washington State Unemployment Compensation Fund  
6 requisite to providing unemployment benefits for all employees subject to this Agreement; provided,  
7 however, that such coverage shall be in accordance with directives from Office of State Superintendent  
8 of Public Instruction.

9  
10 **Section 13.5.**

11 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.  
12 On receipt of a written authorization by an employee, the District shall make the requisite withholding  
13 adjustments, and deductions, from the employee’s salary.

14  
15 **Section 13.6.**

16 The District shall make required contributions for State Industrial Insurance on behalf of all employees  
17 subject to this Agreement.

18  
19  
20  
21 **ARTICLE XIV**

22  
23 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

24  
25 **Section 14.1. Association Membership.**

26 The parties recognize that each employee has the right to become a member of the Association and the  
27 District will not discriminate, restrain, retaliate, coerce, or interfere against any employee in that  
28 process.

29  
30 Each employee subject to this Agreement may choose to become an Association member in good  
31 standing by paying monthly dues. The Association shall be the custodian of record in terms of  
32 employee Association Membership.

33  
34 **Section 14.1.1. Notification to Local Union.**

35 The District will provide written notification to the local Chapter President of any newly hired  
36 employee or the transfer of any current employee from one (1) classification or position to  
37 another. Such notification shall be no less than ten (10) workdays from the date of the board  
38 action. The notification shall include the name of the employee, the address of the employee,  
39 the classification, wage, hours, and location.

40  
41 **Section 14.2. E-Signature.**

42 The District agrees to accept dues authorizations via written, voice authorization or by E-signature in  
43 accordance with “E-SIGN”. Public School Employees of Washington/SEIU Local 1948 (PSE) will  
44 provide a list of those members who have agreed to union membership via voice authorization. In  
45 addition, upon request, access to the District to the .wav files associated with the voice authorization.  
46 PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the  
47 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those  
48 records.



1 **Section 14.3. Dues Authorization and Revocation.**

2 The District shall deduct Public School Employees of Washington/SEIU Local 1948 (PSE) state dues,  
3 local dues, assessments, service charges or voluntary political contributions from the pay of any  
4 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the  
5 custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records,  
6 it has the responsibility to ensure the accuracy and safe keeping of those records.  
7

8 An employee's written, electronic, or recorded voice authorization to have the employer deduct  
9 membership dues from the employee's salary must be made by the employee to Public School  
10 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for  
11 authorization of deductions, the employer shall as soon as practicable forward the request PSE.  
12

13 Upon receiving notice of the employee's authorization from Public School Employees of Washington  
14 /SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary membership dues and  
15 remit the amounts to PSE, by the first Monday following payroll.  
16

17 The employee's authorization remains in effect until expressly revoked by the employee in accordance  
18 with the terms and conditions of the authorization. An employee's request to revoke authorization for  
19 payroll deductions must be in writing and submitted by the employee to Public School Employees of  
20 Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization.  
21 Revocations will not be accepted by the employer if the authorization is not obtained by the employee  
22 to PSE. After the employer receives confirmation from the exclusive bargaining representative that the  
23 employee has revoked authorization for deductions, the employer shall end the deduction effective on  
24 the first payroll after receipt of the confirmation. The employer shall rely on information provided by  
25 the exclusive bargaining representative regarding the authorization and revocation of deductions.  
26

27 **Section 14.4. Voluntary Political Action Committee.**

28 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
29 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
30 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
31 check separate from the Union dues transmittal check. The employee may revoke the request at any  
32 time. At least annually, the employee shall be notified about the right to revoke the request by Public  
33 School Employees of Washington/SEIU Local 1948.  
34

35 **Section 14.5. PSE Regular Dues Check Off.**

36 The employer shall deduct PSE state dues from the pay of any employee who authorized such  
37 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds  
38 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.  
39 Transmissions will include payments and an electronic list of all represented employees with deduction  
40 amounts. Transactions will be received by the first Monday following payroll. Submissions are to  
41 include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs  
42 to accompany the payment every month and include membership status changes.  
43

44 **Section 14.6. Hold Harmless**

45 The Association agrees to defend and hold the District harmless against any legal action brought  
46 against the District in reference to valid membership.  
47  
48

ARTICLE XV  
GRIEVANCE PROCEDURE

**Section 15.1.**

Grievances or complaints arising between the District and its employees shall be defined as matters dealing with the interpretation or application of the terms and conditions of this Agreement.

**Section 15.2.**

Employees shall first discuss any grievance with their immediate supervisor. If the employee so wishes, he/she may be accompanied by an Association representative at such discussion.

**Section 15.3.**

All grievances not brought to the immediate supervisor within thirty (30) calendar days of the occurrence, or the date the employee /Association knew or reasonably should have known of the grievance, shall be invalid and subject to no further processing.

**Section 15.4.**

The immediate supervisor shall have ten (10) calendar days in which to respond. If the immediate supervisor denies the grievance, the employee shall have ten (10) calendar days from receipt of the denial to submit a written statement of the grievance to the Superintendent. The statement of grievance shall contain the following:

- A. The facts on which the grievance is based.
- B. A reference to the provisions in the Agreement which have been allegedly violated.
- C. The remedy sought.

**Section 15.5.**

The Superintendent shall have ten (10) calendar days in which to respond. If the Superintendent denies the grievance, the employee shall have ten (10) calendar days from receipt of the denial to submit the grievance to the Board of Directors.

**Section 15.6.**

The Board of Directors shall have ten (10) calendar days to schedule a closed hearing to review the grievance. The grievant may have the assistance of Association representative or legal counsel at the hearing should he/she so desire. The Board's review shall be limited solely to matters earlier presented to the Superintendent and shall not embrace new matters. The Board shall have ten (10) calendar days after the hearing on the grievance to rule on the grievance.

**Section 15.7.**

If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation, or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the expedited Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. The cost of arbitration shall be split in half between parties. The arbitrator does not have the authority to add to, detract from or otherwise alter this agreement.



1 **Section 15.8.**

2 If both parties agree, the timelines in the above sections may be extended on a temporary basis.  
3 However, if timelines are not met by the District, the grievance may proceed to the next level. If the  
4 Association fails to meet timelines, the grievance will be deemed to be settled according to the  
5 District's last response.  
6  
7  
8

9 **ARTICLE XVI**

10  
11 **SALARIES AND EMPLOYEE COMPENSATION**  
12

13 **Section 16.1.**

14 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
15 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
16 worked, and rates paid with each paycheck.  
17

18 **Section 16.2.**

19 Salaries for employees subject to this Agreement are contained in Schedule A, attached hereto by  
20 reference, and incorporated herein.  
21

22 **Section 16.3.**

23 Employees subject to this Agreement shall receive their compensation in twelve (12) monthly  
24 payments.  
25

26 **Section 16.4.**

27 The District will not disclose personnel matters so covered except in compliance with the law.  
28

29 **Section 16.5.**

30 Any employee who changes job classifications or positions within the bargaining unit shall receive full  
31 longevity credit regarding step placement on Schedule A. This shall apply to all bargaining unit  
32 employees.  
33

34 Employees transferring between one Washington School District and the Cusick School District shall  
35 be governed by RCW 28A.400.300 (2) (i).  
36  
37  
38  
39

40 **ARTICLE XVII**

41  
42 **EVALUATION**  
43

44 **Section 17.1.**

45 The annual evaluation report for classified personnel shall be completed on the form attached to this  
46 Agreement as ADDENDUM A and shall be a part of this Agreement.  
47  
48

1 **Section 17.2.**

2 The employee’s immediate supervisor shall strive to evaluate the employee’s performance annually,  
3 but no later than thirty (30) school days prior to the employee’s last day of work in the current school  
4 year. The employee has the right to respond to the evaluation and the response will be attached to the  
5 evaluation.  
6

7  
8 **ARTICLE XVIII**

9  
10 **TERM AND SEVERABILITY**

11  
12 **Section 18.1.**

13 The term of this Agreement shall be September 1, 2022 to August 31, 2025. This Agreement shall be  
14 reopened as needed to consider any legislation that may arguably affect the terms and conditions of  
15 this Agreement.  
16

17 **Section 18.2.**

18 The District shall not subcontract bargaining unit positions during the term of this Agreement.  
19

20 **Section 18.3.**

21 This Agreement may be reopened and modified at any time during its term upon written mutual  
22 consent of the parties. The Agreement shall be reopened annually to negotiate Schedule A. The  
23 Agreement shall be opened as necessary to consider the impact of any legislation enacted following its  
24 execution that may arguably benefit classified employees.  
25

26 **Section 18.4.**

27 Neither party shall be compelled to comply with any provision which conflicts with State or Federal  
28 statutes or regulations. If any provision of this Agreement or the application of any such provision is  
29 held invalid, the remainder of the Agreement shall not be affected thereby. In the event this Section  
30 applies to any provision of the Agreement, the parties shall negotiate the affected provision.  
31  
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35 **SIGNATURE PAGE**

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39 PUBLIC SCHOOL EMPLOYEES OF  
40 WASHINGTON/SEIU 1948

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42 CUSICK CHAPTER

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44  
45 BY: Debbie Tesdahl  
46 Debbie Tesdahl, Chapter President

47  
48 DATE: 8/22/2022

CUSICK SCHOOL DISTRICT #59

49  
50 BY: Don Hawpe  
51 Don Hawpe, Superintendent

52 BY: 8/22/22



**ADDENDUM A**

**Cusick Public Schools  
CLASSIFIED EVALUATION**

**PERSONAL SKILLS**

1. INTERPERSONAL RELATIONS

Deals effectively with others in the job site, demonstrates teamwork and exhibits sound judgment and common sense.

E	S	NI	U	N/A

Comments:

---

---

2. DEPENDABILITY

Consider degree to which employee can be depended upon to complete assigned tasks.

E	S	NI	U	N/A

Comments:

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3. INITIATIVE AND RESOURCEFULNESS:

Consider the ability to anticipate needs and take effective action to be a self-starter, to select and make do with facilities available.

E	S	NI	U	N/A

Comments:

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4. COOPERATION

Consider the ability to work effectively with others and jointly with a group.

E	S	NI	U	N/A

Comments:

---

---

5. APPEARANCE:

Maintains appearance appropriate to the type of work being performed.

E	S	NI	U	N/A

Comments:

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## **ADDENDUM B**

### **COMPENSATORY TIME EMPLOYEE RIGHTS Accrual**

According to Washington State law and Federal law, an employee may choose, but not be directed, to accrue Compensatory Time. If supervisor or other administrative personnel, asks you to work over your regularly assigned shift, you and only you may choose to accrue “comp time” in place of pay.

If you normally work six hours and you work seven in one day, you may choose to record your time for that day as six hours with one hour of “comp time”, OR you may record your day as seven hours and be paid straight time for the additional hour. The method and where you record the “comp-time” is not the same in each district so you must ask the Payroll Department for direction on keeping such records. It is a very good idea to have your immediate supervisor give written approval and acknowledgement that the time was recorded as “comp-time” and will not be paid as additional time worked.

When working additional time will put you into a situation where you work over forty hours in one week, any time recorded over forty hours must be paid at one and one-half times your regular rate of pay. If you choose to record “comp-time” for the additional hours of work, it will be recorded at the overtime rate of one and one-half times the amount of time worked. For example: Mary’s shift is 8 hours each day and she works 5 days per week. When Mary worked 9 hours on Wednesday, she chose to record comp-time instead of pay for the hour worked. Her time sheet at the end of the month would show 1.5 hours of comp-time for the work performed on that Wednesday.

#### **Using Compensatory Time**

All compensatory time earned may not accrue from year to year and must be used within the same school year it is earned.

## ADDENDUM C

### Continued Education Incentive Pay

Clock hours may be used for salary advancement for classified PSE employees covered under the Collective Bargaining Agreement who have one (1) or more years of Cusick School District experience. Salary advancement will be for every 30 clock hours earned, up to a maximum of 180 hours earned while employed by the Cusick School District. Clock hours must be completed by August 31 of the current calendar year, pre-approved by the employee's principal and Superintendent, directly job-related, Washington State or ESD sanctioned and paid for by the employee. The additional salary for clock hours earned will be:

30 Clock Hours:	\$0.20 per hour
60 Clock Hours:	\$0.30 per hour
90 Clock Hours:	\$0.45 per hour
120 Clock Hours:	\$0.60 per hour
150 Clock Hours:	\$0.80 per hour
180 Clock Hours:	\$1.00 per hour

An additional one dollar and fifty-five cents (\$1.55) will be added to the base salary for any PSE employee who has completed an Associate of Arts or Associate of Science Degree and can provide the necessary documentation for verification. **\*Must be directly job related.**

An additional two dollars and fifteen cents (\$2.15) will be added to the base salary for any PSE employee who has completed a Bachelor's Degree and can provide the necessary documentation for verification. **\*Must be directly job related.**

**\*An additional two dollars and fifteen cents (\$2.15) per hour is the maximum "Continued Education Incentive Pay" salary increase allowed for a PSE employee covered under the Collective Bargaining Agreement. All clock hours earned since September 1, 2010 will be considered for salary advancement, if they meet the criteria outlined above. Proof of clock hours earned must be accompanied with an official clock hour form and submitted to District payroll no later than September 30<sup>th</sup> of each year.**

**\*\*Other forms of documentation verifying completion of job-related education/training (completed since September 1, 2010) MAY also be considered for salary advancement. If the number of hours isn't specified on the documentation provided, the maximum number of hours that an employee will be granted toward salary advancement shall not exceed two (2) hours.**

**\*\*\* Final determination on what will be acceptable documentation verifying training towards salary advancement will be made by the District Superintendent.**

### Additional Compensation

**Any classified employee who holds or is willing to obtain a CDL with a passenger endorsement that allows them to be on-call for driving bus or other student transport shall receive an additional one dollar and twenty-five cents (\$1.25) per hour. The employee is only eligible to receive the additional hourly increase when all the CDL requirements to drive a bus or transport students have been met and are on file with HR in the District Office.**

**Schedule A  
Cusick School District #59  
September 1, 2022 - August 31, 2023**

<u>Job Classification</u>		<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5 Years</u>	<u>6 Years</u>	<u>7 Years</u>	<u>8 Years</u>
<b>Paraeducator</b>	Current	\$15.53	\$16.19	\$16.97	\$17.66	\$18.50	\$19.20
	8%	\$16.77	\$17.49	\$18.33	\$19.07	\$19.98	\$20.74
<b>Food Service Worker</b>	Current	\$15.53	\$16.19	\$16.97	\$17.66	\$18.50	\$19.20
	8%	\$16.77	\$17.49	\$18.33	\$19.07	\$19.98	\$20.74
<b>Office Support</b>	Current	\$15.53	\$16.19	\$16.97	\$17.66	\$18.50	\$19.20
	8%	\$16.77	\$17.49	\$18.33	\$19.07	\$19.98	\$20.74
<b>Secretary</b>	Current	\$17.87	\$18.59	\$19.33	\$20.06	\$20.78	\$21.55
	8%	\$19.30	\$20.08	\$20.88	\$21.66	\$22.44	\$23.27
<b>Custodian</b>	Current	\$17.87	\$18.59	\$19.33	\$20.06	\$20.78	\$21.55
	8%	\$19.30	\$20.08	\$20.88	\$21.66	\$22.44	\$23.27
<b>Head Cook</b>	Current	\$18.32	\$19.17	\$19.90	\$20.24	\$21.45	\$22.21
	8%	\$19.79	\$20.70	\$21.49	\$21.86	\$23.17	\$23.99
<b>Assistant Cook</b>	Current	\$15.65	\$16.37	\$17.13	\$17.89	\$18.66	\$19.32
	8%	\$16.90	\$17.68	\$18.50	\$19.32	\$20.15	\$20.87
<b>Education Support Specialist</b>	Current	\$18.66	\$19.59	\$20.54	\$21.60	\$22.66	\$23.59
	8%	\$20.15	\$21.16	\$22.18	\$23.33	\$24.47	\$25.48

Substitutes: Shall be paid at Step 1-2 of the classification for which they are substituting.

Longevity: Cents per hour to be added to the employee's regular hourly wage:

10 years	15 cents
15 years	30 cents
20 years	45 cents
25 years	60 cents
30 years	75 cents
35 years	90 cents



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL #1948, CUSICK CHAPTER AND THE CUSICK SCHOOL DISTRICT #59 PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that the following changes will be made to accommodate the 4-day school week:

1. The District adopted a four-day student school week beginning with the 2017-18 School Year with the intention of increasing student and staff attendance and improving working conditions by providing extra time during a school year work week calendar for vacations, personal business, and appointments. While the District recognizes all personal business and appointments cannot be accomplished on non-workday Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Using a baseline from the 2015-16 school year, aggregated staff attendance numbers (personal and sick leave) will be reported annually to the State Board of Education in support of the District’s 4-Day School Week application.

While the District and Association agree to add or substitute language while operating under a 4-day school week waiver, it is understood that contract language will be restored when this no longer applies. The District has received a grant to continue the 4-day school week through the 2022-2023 school year. The grant to allow a 4-day workweek is set to expire on August 31, 2023, so this LOA will cover the 4-day workweek until the time another grant is awarded, and the LOA will be renewed again at that time.

2. Amend Section 6.1. as follows:


**Section 6.1.**

While the District operates under a four (4) day workweek calendar, although the workweek may be flexed, all employees will be allowed two (2) consecutive days of rest.

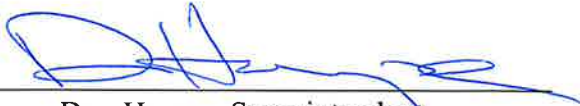
This Letter of Agreement shall be effective September 1, 2022, shall remain in effect until August 31, 2023 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

CUSICK CHAPTER

BY:   
Debbie Tesdahl, Chapter President

CUSICK SCHOOL DISTRICT #70

BY:   
Don Hawpe, Superintendent

DATE: 8/22/2022

DATE: 8/22/22



**LETTER OF AGREEMENT**

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- 1. The District adopted a 4-day student school week beginning with the 2017-18 School Year with the intention of increasing student and staff attendance and improving working conditions by providing extra time during a school year work week calendar for vacations, personal business, and appointments. While the District recognizes all personal business and appointments cannot be accomplished on non-workday Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays.

While the District and Association agree to add or substitute language while operating under a 4-day school week waiver, it is understood that contract language will be restored when this no longer applies. The District has received a grant to continue the 4-day school week through the 2025-2026 school year. The grant to allow a 4-day workweek is set to expire on August 31, 2026. This LOA will cover the 4-day workweek until the time another grant is awarded, and the LOA will be renewed again at that time.

- 2. Amend Section 6.1. to read as follows:

**Section 6.1.**

While the District operates under a four (4) day workweek calendar, although the workweek may be flexed, all employees will be allowed two (2) consecutive days of rest.

This Letter of Agreement shall be effective September 1, 2023, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

CUSICK CHAPTER

BY: Debbie Tesdahl  
Debbie Tesdahl, Chapter President

DATE: 5/3/2023

CUSICK SCHOOL DISTRICT #70

BY: Don Hawpe  
Don Hawpe, Superintendent

DATE: 5/3/23



1 LETTER OF AGREEMENT

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL #1948, CUSICK CHAPTER  
5 AND THE CUSICK SCHOOL DISTRICT #59 PURSUANT TO ARTICLE XVIII, SECTION 18.3.  
6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
7

8  
9 The Parties agree to the following:

- 10  
11 • Five (5%) percent increase in wages for the 2023-2024 School Year  
12  
13 • Four (4%) percent increase in wages for the 2024-2025 School Year  
14  
15 • No Schedule A reopens for the 2024-2025 School Year.  
16  
17 • If there is an increase for IPD in 2024-2025 Cusick School District has agreed to increase IPD  
18 to match for that year.  
19  
20  
21  
22  
23  
24  
25  
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27

28 This Letter of Agreement shall be effective September 1, 2023, and shall be attached to the current  
29 Collective Bargaining Agreement.  
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37 PUBLIC SCHOOL EMPLOYEES OF  
38 WASHINGTON/SEIU LOCAL 1948

39  
40 CUSICK CHAPTER

41  
42  
43 BY: Debbie Tesdahl  
44 Debbie Tesdahl, Chapter President

CUSICK SCHOOL DISTRICT #70

45  
46  
47 BY: Don Hawpe  
48 Don Hawpe, Superintendent

DATE: 10/9/2023

DATE: 10/9/23



Schedule A  
Cusick School District #59  
September 1, 2024 - August 31, 2025

Job Classification	School Year	1-2 Years	3-4 Years	5 Years	6 Years	7 Years	8 Years	Increase
<b>Paraeducator</b>	<b>Current</b>	\$16.77	\$17.49	\$18.33	\$19.07	\$19.98	\$20.74	
	2023-2024	<b>\$17.61</b>	<b>\$18.36</b>	<b>\$19.25</b>	<b>\$20.02</b>	<b>\$20.98</b>	<b>\$21.78</b>	5%
	2024-2025	<b>\$18.31</b>	<b>\$19.10</b>	<b>\$20.02</b>	<b>\$20.82</b>	<b>\$21.82</b>	<b>\$22.65</b>	4%
<b>Food Service Worker</b>	<b>Current</b>	\$16.77	\$17.49	\$18.33	\$19.07	\$19.98	\$20.74	
	2023-2024	<b>\$17.61</b>	<b>\$18.36</b>	<b>\$19.25</b>	<b>\$20.02</b>	<b>\$20.98</b>	<b>\$21.78</b>	5%
	2024-2025	<b>\$18.31</b>	<b>\$19.10</b>	<b>\$20.02</b>	<b>\$20.82</b>	<b>\$21.82</b>	<b>\$22.65</b>	4%
<b>Office Support</b>	<b>Current</b>	\$16.77	\$17.49	\$18.33	\$19.07	\$19.98	\$20.74	
	2023-2024	<b>\$17.61</b>	<b>\$18.36</b>	<b>\$19.25</b>	<b>\$20.02</b>	<b>\$20.98</b>	<b>\$21.78</b>	5%
	2024-2025	<b>\$18.31</b>	<b>\$19.10</b>	<b>\$20.02</b>	<b>\$20.82</b>	<b>\$21.82</b>	<b>\$22.65</b>	4%
<b>Secretary</b>	<b>Current</b>	\$19.30	\$20.08	\$20.88	\$21.66	\$22.44	\$23.27	
	2023-2024	<b>\$20.27</b>	<b>\$21.08</b>	<b>\$21.92</b>	<b>\$22.74</b>	<b>\$23.56</b>	<b>\$24.43</b>	5%
	2024-2025	<b>\$21.08</b>	<b>\$21.93</b>	<b>\$22.80</b>	<b>\$23.65</b>	<b>\$24.50</b>	<b>\$25.41</b>	4%
<b>Custodian</b>	<b>Current</b>	\$19.30	\$20.08	\$20.88	\$21.66	\$22.44	\$23.27	
	2023-2024	<b>\$20.27</b>	<b>\$21.08</b>	<b>\$21.92</b>	<b>\$22.74</b>	<b>\$23.56</b>	<b>\$24.43</b>	5%
	2024-2025	<b>\$21.08</b>	<b>\$21.93</b>	<b>\$22.80</b>	<b>\$23.65</b>	<b>\$24.50</b>	<b>\$25.41</b>	4%
<b>Head Cook</b>	<b>Current</b>	\$19.79	\$20.70	\$21.49	\$21.86	\$23.17	\$23.99	
	2023-2024	<b>\$20.78</b>	<b>\$21.74</b>	<b>\$22.56</b>	<b>\$22.95</b>	<b>\$24.33</b>	<b>\$25.19</b>	5%
	2024-2025	<b>\$21.61</b>	<b>\$22.60</b>	<b>\$23.47</b>	<b>\$23.87</b>	<b>\$25.30</b>	<b>\$26.20</b>	4%
<b>Assistant Cook</b>	<b>Current</b>	\$16.90	\$17.68	\$18.50	\$19.32	\$20.15	\$20.87	
	2023-2024	<b>\$17.75</b>	<b>\$18.56</b>	<b>\$19.43</b>	<b>\$20.29</b>	<b>\$21.16</b>	<b>\$21.91</b>	5%
	2024-2025	<b>\$18.45</b>	<b>\$19.31</b>	<b>\$20.20</b>	<b>\$21.10</b>	<b>\$22.00</b>	<b>\$22.79</b>	4%
<b>Education Support Specialist</b>	<b>Current</b>	\$20.15	\$21.16	\$22.18	\$23.33	\$24.47	\$25.48	
	2023-2024	<b>\$21.16</b>	<b>\$22.22</b>	<b>\$23.29</b>	<b>\$24.50</b>	<b>\$25.69</b>	<b>\$26.75</b>	5%
	2024-2025	<b>\$22.00</b>	<b>\$23.11</b>	<b>\$24.22</b>	<b>\$25.48</b>	<b>\$26.72</b>	<b>\$27.82</b>	4%

**Substitutes:** Shall be paid at Step 1-2 of the classification for which they are substituting.

**Longevity:** Cents per hour to be added to the employee's regular hourly wage:

10 years	15 cents
15 years	30 cents
20 years	45 cents
25 years	60 cents
30 years	75 cents
35 years	90 cents



**LETTER OF AGREEMENT**

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The parties agree to add an ALE Purchasing Agent and District Wide Secretary to the Secretary classification:

The ALE Purchasing Agent and District Wide Secretary position will be placed on the Secretary line on Schedule A. This position shall work no more than one thousand two hundred fifty (1,250) hours floating throughout the year, including during the summer, not to exceed forty (40) hours per week. This position reports to the ALE Director and District Administration and will be required to maintain a weekly timesheet.

Should the need arise to alter the ALE Purchasing Agent and District Wide Secretary position, the parties agree to meet to discuss any necessary changes.

This Letter of Agreement shall be effective upon signature, shall remain in effect through August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

CUSICK CHAPTER

CUSICK SCHOOL DISTRICT #59

BY: \_\_\_\_\_ /signed by/  
Debbie Tesdahl, Chapter President

BY: \_\_\_\_\_ /signed by/  
Don Hawpe, Superintendent

DATE: \_\_\_\_\_ April 8, 2024

DATE: \_\_\_\_\_ April 8, 2024

