

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CUSICK SCHOOL DISTRICT #59

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

CUSICK CHAPTER

SEPTEMBER 1, 2016 - AUGUST 31, 2019



Public School Employees of Washington/SEIU Local 1948

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3 **P R E A M B L E**
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5 This agreement is made and entered into between Cusick School District Number 59 (hereinafter
6 called District) and Public School Employees of Cusick, an affiliate of Public School Employees of
7 Washington / SEIU Local 1948 (hereinafter called Association).
8

9 In accordance with the provisions of the Public Employees' Collective Bargaining Act and regulations
10 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
11 parties agree as follows:
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15 **A R T I C L E I**
16

17 **RECOGNITION AND COVERAGE OF AGREEMENT**
18

19 **Section 1.1.**

20 The District hereby recognizes the Association as the exclusive representative of all employees in the
21 bargaining unit described in Section 1.2, and the Association recognizes the responsibility of
22 representing the interests of all such employees.
23

24 **Section 1.2.**

25 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
26 the following general job classifications: Secretarial (except the Secretary to the Superintendent and
27 the Business Manager) Office Support, Food Service Personnel, Custodial/Maintenance, excluding the
28 Supervisor/Trainer, Paraeducators, and Education Support Specialists (Sign-Language Interpreters,
29 Conflict Manager, Computer Tech).
30

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

32 Less than full-time employees in the above general job classifications are included in the bargaining
33 unit. The term "less than full-time" shall include substitute and temporary employees who are
34 employed by the District for more than thirty (30) cumulative days within any twelve (12) month
35 period ending during the current or immediately preceding school year and who continue to be
36 available for employment as substitutes. Such employees shall be entitled to the following provisions
37 of the contract and no others: Schedule A.
38

39 **Section 1.4. Temporary and Substitute Employee.**

40 Temporary classified employees are not substitute employees and are employed in a position for one-sixth
41 (1/6th) of the school days in any school year. Temporary employees are entitled to the provisions of the
42 current collective bargaining agreement (Step 1-2 of the Salary Schedule) and any applicable state and federal
43 laws (WAC 391-35-350). Substitute employees are those casual employees who replace a current employee
44 on an irregular basis. Substitute employees shall be entitled to Step 1-2 on Schedule A.
45

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

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.

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ARTICLE III

DISTRICT RIGHTS

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

The Association may post appropriate notices on the authorized bulletin boards which shall be signed by the member(s) of the Association and which shall be removed in a timely manner by the Association when such notice(s) have served their purpose. It is expressly understood that information contained in such postings shall at all times be appropriate to the educational environment and shall not contain material that is derogatory to employees and/or District officials. Further, such material posted on public property shall not violate the Hatch Act.

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Section 4.3.

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

Section 4.4.

On or before the first day of November of each school year, the District shall provide Public School Employees of Washington with the name, address, telephone number, position, hire date, classification seniority date, rate of pay and employment status (lay-off, leave of absence, currently employed, etc.). A copy of this report will be provided at the same time to the President of the Association.

The Association will be notified of any newly hired employees within ten (10) days of the hire date.

Section 4.5. Association Leave.

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

Section 4.6

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

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.

1
2 **Section 5.4.**

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

6
7 **ARTICLE VI**

8
9 **HOURS OF WORK**

10
11 **Section 6.1.**

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

13
14 **Section 6.2.**

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

18
19 **Section 6.3.**

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

25
26 **Section 6.4. Overtime Work.**

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

30
31 **Section 6.4.1. Compensatory Time.**

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

37
38 **Section 6.4.2. Flex Time.**

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

43
44 **NOTE: PSE will prepare and distribute to members an explanation and guidelines for Compensatory**
45 **Time including the rights of the employee to refuse and use such time.**

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Section 6.6.

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

Section 6.7.

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

Section 6.8. Preparation Time.

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

**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. Veterans Day |
| 2. Martin Luther King’s Day | 8. Thanksgiving Day |
| 3. Presidents’ Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

Section 7.2. Vacations.

All twelve (12) month employees are entitled to: See schedule below:

<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

1 vacation due to the critical needs of the District shall be allowed to re-schedule or carry-over
2 the vacation time at the option of the employee.

3
4 **Section 7.2.2.**

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

8
9 **Section 7.2.3.**

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

13
14 **ARTICLE VIII**

15
16 **LEAVES**

17
18 **Section 8.1. Sick Leave.**

19 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
20 however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An
21 employee who works eleven (11) workdays in any calendar month will be given credit for the full
22 calendar month. Sick leave shall be vested when earned and may be accumulated for one hundred
23 eighty (180) days or the employee's highest work year, whichever is greater. The District shall project
24 the number of annual days of sick leave at the beginning of the school year according to the estimated
25 calendar months the employee is to work during that year. The employee shall be entitled to the
26 projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be
27 paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided,
28 however, that should an employee's normal daily work shift increase or decrease subsequent to an
29 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's
30 normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be
31 expended on an hourly basis.

32
33 **Section 8.1.1.**

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

37
38 **Section 8.1.2. Sick Leave Buy Back.**

39 As provided in RCW 28A.400.210:

- 40
41 (1) At the time of separation from school district employment, an eligible employee or the
42 employee's estate shall receive remuneration at a rate equal to one day's pay for each
43 four full day's accrued leave. An "eligible employee" means (a) employees who
44 separate from employment due to retirement or death; (b) employees who separate from
45 employment and who are at least age fifty-five and have at least ten years of service
46 SERS 3(RCW 41.35.010(31)); or (c) employees who separate from employment and who
47 are at least fifty-five and have at least fifteen years of service under PERS 2 (RCW
48 41.35.010(34)).

1
2 (2) In January of the year following any year in which a minimum of sixty (60) days of sick
3 leave is accrued, and each January thereafter, any eligible employee may exercise an
4 option to receive remuneration for unused sick leave accumulated in the previous year at
5 a rate equal to one (1) day's monetary compensation of the employee for each four (4)
6 full days of accrued leave in excess of sixty (60) days. Sick leave for which
7 compensation has been received shall be deducted from accrued sick leave at the rate of
8 four (4) days for every one (1) day's monetary compensation.
9

10 **Section 8.2. Bereavement Leave.**

11 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by
12 the death of an employee's child, spouse, parent, step-parent, grandparent, sibling, or like relationships
13 in the family of the employee's spouse or anyone living in the employee's household. Bereavement
14 leave shall not be deducted from sick leave.
15

16 **Section 8.3. Family Medical Leave.**

17 Leave days which can be covered by sick leave will be provided for serious illness requiring
18 hospitalization of an employee's child, spouse, parent, step-parent, grandparent, sibling, or like
19 relationships in the family of the employee's spouse or anyone permanently living in the employee's
20 household. Family illness leave shall be deducted from sick leave. (Federal statute, 29 U.S.C.
21 Subsection 260; State statutes and WAC: RCW 49.78, RCW 49.12.270 and WAC 162-30-020.)
22

23 **Section 8.4. Emergency Leave.**

24 Employees may receive emergency leave. There shall be no limit on the number of emergency leave
25 days without deduction in pay so long as the days are covered by accrued sick leave days. In the event
26 the Superintendent challenges the use of emergency leave days by an employee, a committee of
27 management employees and Association members shall make a determination as to whether the leave
28 shall be allowed. The Association shall appoint two members to act as committee members when
29 necessary.
30

31 Such leave shall be used only for bona fide events of such emergency that they cannot otherwise be
32 attended to after working hours.
33

34 **Section 8.5. Personal Leave.**

35 Each classified employee shall have three (3) personal leave days with pay each year. If possible,
36 notification will be provided two (2) days in advance to the Superintendent. Personal Leave may only
37 be taken in ½ day or full day increments. Employees will be allowed to carry-over one (1) unused
38 personal leave day to a maximum of four (4) in any year. Personal leave days may not be taken the
39 first or last week of school. Employees shall be limited to the use of a maximum of two (2) Personal
40 Leave days preceding or following holidays or vacations. This leave shall not be deducted from sick
41 leave.
42

43 **Section 8.6. Maternity Leave.**

44 The provisions of the Sick Leave Policy, Section 8.1 above, shall govern requests for maternity leave
45 as guided by the Family Medical Leave Act. The employee shall give thirty (30) days notice of intent.
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Section 8.7. Paternity Leave.

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

Section 8.8. Judicial Leave.

In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day’s pay for each day of required presence in court. Any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee’s normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 8.9. Leave of Absence.

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

Section 8.9.1.

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

Section 8.9.2.

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

Section 8.10. Natural Disasters.

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

Section 8.11. Shared Sick Leave.

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

Section 8.12. Leave Without Pay (LWOP).

An employee may request LWOP for personal or professional reasons by written request to the building principal. In order to request LWOP, all other leaves must be exhausted, excluding sick

1 leave. Requests for LWOP may be denied if it is determined that the length and/or frequency of
2 requests is deemed to cause a disruption of the educational program of the District.

3 4 5 **ARTICLE IX**

6 7 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

8 9 **Section 9.1. Probation.**

10 Each new hire shall have a probationary period of ninety (90) workdays following the hire date during
11 which time seniority will not apply and during which time the District may discharge such employee at
12 its discretion without recourse to the Grievance Procedure. After ninety (90) workdays of successful
13 employment, the name of the employee shall appear on the seniority list as of the first date of
14 continuous employment (hire date) and such employee shall be subject to all rights and duties
15 contained in this Agreement retroactive to the hire date.

16 17 **Section 9.1.1.**

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

23
24 During this thirty (30) calendar day trial period, the employee may request to be returned to
25 his/her former position. The request must be made in writing to the immediate supervisor.

26 27 **Section 9.2. Seniority Rights.**

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

- 29
30 A. Resignation;
31 B. Discharge for justifiable cause;
32 C. Retirement;
33 D. Abandonment of position.

34 35 **Section 9.2.1.**

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

- 37
38 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
39 B. Time on leave of absence granted for the purpose of service in the Armed Forces of the
40 United States;
41 C. Time spent on other authorized leaves; or
42 D. Time spent in layoff status as hereinafter provided.

43 44 **Section 9.2.2.**

45 Seniority rights shall be effective within the general job classification. The general job
46 classifications are those set forth in Article I, Section 1.2. The seniority rights of the employee
47 shall arise from the classification date and shall be applicable within the classification. The

1 employee shall, however, retain all seniority in the former job classification(s). Seniority in
2 former job classification(s) does/do not continue accruing.

3
4 **Section 9.2.3.**

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

13
14 **Section 9.3. Job Postings.**

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

19
20 **Section 9.4. Layoff.**

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

22
23 **Section 9.4.1.**

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

31
32 **Section 9.4.2.**

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

36
37 **Section 9.4.3.**

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

42
43 **Section 9.4.4.**

44 Employees on layoff status shall file their addresses and home phones in writing with the
45 personnel office of the District and shall thereafter promptly advise the District in writing of
46 any change of address and phone.

1
2
3 **Section 9.4.5.**

4 An employee shall forfeit rights to reemployment as provided in Section 9.2.3 if the employee
5 does not comply with the requirements of Section 9.4.4 and Section 9.4.6 or if the employee
6 does not respond to the offer of reemployment within ten (10) school workdays.
7

8 **Section 9.4.6.**

9 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
10 other accrued benefits; provided that such employee is offered a position substantially equal to
11 that held prior to layoff.
12

13 **ARTICLE X**

14 **TRAINING**

15
16
17 **Section 10.1.**

18 Employees shall be reimbursed for the following vocational training expenses, provided participation has been
19 approved by the Superintendent:
20

- 21 A. Expenses and materials to attend training which would be mutually beneficial to the employee and the
22 School District.
23 B. Purchase of recognized vocational training from state or national educational institutes which would
24 further an employee's potential within the School District.
25 C. Employees who attend approved training sessions will be paid their regular wage for all time spent at
26 the training session.
27

28 **ARTICLE XI**

29 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

30
31
32 **Section 11.1.**

33 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
34 of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided.
35

36 **Section 11.1.1.**

37 If the District has reason to reprimand an employee, it shall be done in a manner which will not
38 embarrass the employee before other employees or the public. Any meeting that may result in
39 disciplinary action by the District; the District must inform the employee that they may have
40 representation by another union employee and/or the Field Representative.
41

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

43 This section is intended to be applicable to those employees whose duties necessarily imply less than
44 twelve (12) months (excluding vacations) work per year.
45

46 **Section 11.2.1.**

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

1
2
3
4 **Section 11.2.2.**

5 Nothing contained herein shall be construed to prevent the District from discharging an
6 employee for acts of misconduct occurring after the expiration of the school year.
7

8 **Section 11.2.3.**

9 Nothing contained in this section shall in any regard limit the operation of other sections of this
10 Article.
11

12 **Section 11.3.**

13 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
14 employees two (2) weeks notice of intent to discharge or lay off.
15
16

17 **ARTICLE XII**

18 **NOTICE OF TERMINATION**
19
20

21 **Section 12.1.**

22 Employees electing to sever their employment with the District shall notify the District of their intent
23 to terminate their employment at least two (2) weeks in advance of such termination.
24

25 **ARTICLE XIII**

26 **INSURANCE**
27
28

29 **Section 13.1.**

30 The District shall provide funds as outlined in Schedule A, per FTE towards insurance premiums of
31 those employees enrolled in District approved insurance programs. For insurance purposes FTE shall
32 be defined as one thousand four hundred and forty (1,440) hours worked per year. Those employees
33 working less than one thousand four hundred and forty (1,440) hours per year shall receive a pro-rated
34 amount of the Schedule A insurance allocation, per month as their hours worked bears to one thousand
35 four hundred and forty (1,440) hours per year. Unused funds shall be pooled to be used within the
36 bargaining unit by bargaining unit employees.
37

38 “Method A” as outlined on the Washington State Health Care Authority K-12 Retiree Subsidy
39 Worksheet or an alternative authorized method shall be used to determine the amount of the HCA
40 carve-out assessed to each employee, to the benefit of the employee.
41

42 **Section 13.1.1. Minimum Charge.**

43 To ensure employees selecting richer benefit plans pay the higher premium, and make progress
44 toward the three-to-one (3:1) ratio goal of full-family to employee-only coverage premiums in
45 ESSB 5940, each employee included in the pooling arrangement within the CBA who elects
46 medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll
47 deduction. The minimum monthly charge shall be five dollars (\$5.00) and shall be paid
48 regardless of the impact of pooling.

1 **Section 13.1.2. Re-Distribution of Pooling Dollars.**

2 If any bargaining unit member(s) drop any part of their District sponsored health insurance due
3 to eligibility for coverage through the Affordable Care Act, the District will re-calculate and re-
4 distribute the pool dollars.
5

6 **Section 13.2.**

7 The District shall provide tort liability coverage for all employees subject to this Agreement.
8

9 **Section 13.3.**

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

14 **Section 13.4.**

15 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.
16 On receipt of a written authorization by an employee, the District shall make the requisite withholding
17 adjustments, and deductions, from the employee's salary.
18

19 **Section 13.5.**

20 The District shall make required contributions for State Industrial Insurance on behalf of all employees
21 subject to this Agreement.
22
23

24 **ARTICLE XIV**

25 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

26
27
28 **Section 14.1.**

29 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
30 of the Association in good standing shall, as a condition of employment, maintain membership in the
31 Association in good standing during the period of this Agreement.
32

33 **Section 14.2.**

34 All employees subject to this Agreement who are not members of the Association on the effective date
35 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to
36 the effective date of this Agreement, shall, as a condition of employment, become members in good
37 standing of the Association within thirty (30) days of the effective date of this Agreement or within
38 thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain
39 membership in the Association in good standing during the period of this Agreement.
40

41 **Section 14.3. Agency Fee.**

42 In the event an employee chooses not to become a member of the Association, the District agrees to
43 deduct from the salary of such employee a representation fee including any mandated PSE assessment.
44 Agency fee deduction shall be handled and transmitted by the District in the same fashion as
45 membership deductions as provided for in this Article. The fee will be set by PSE each year.
46 Notification of the amount to be deducted will be sent to the District no later than November 1 of each
47 school year.
48

1 **Section 14.4.**

2 The District shall, at the option of the Association, immediately discharge any employee who refuses
3 to become a member of the Association in good standing or pay the service charge representation fee
4 in accordance with the previous sections, from employment.

5
6 **Section 14.5.**

7 Nothing contained in this Agreement shall require Association membership of employees who object
8 to such membership based on bona fide religious tenets or teachings of a church or religious body of
9 which such employee is a member. Such employee shall pay an amount equivalent to normal dues and
10 any PSE assessment to a non-religious charity or other charitable organization mutually agreed upon
11 by the employee and the Association. The employee shall furnish written proof that such payment has
12 been made. If the employee and the Association cannot agree on such matter, it shall be resolved by
13 the Public Employment Relations Commission pursuant to RCW 41.56.122.

14
15 **Section 14.6. Checkoff.**

16 The District shall deduct PSE dues, assessments, service charges or voluntary political contributions
17 from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110.
18 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
19 Washington on a monthly basis.

20
21 **Section 14.7. Hold Harmless.**

22 The Association agrees to defend, indemnify, and hold the District harmless against any and all claims,
23 suits, orders, or judgments brought or issued against the District as a result of any check-off of
24 Association dues or voluntary political contributions or action taken or not taken by the District under
25 the provisions of this Article.

26
27 **Section 14.8. 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. Section 14.7 of the Collective Bargaining
32 Agreement shall apply to these deductions. The employee may revoke the request at any time. At
33 least annually, the employee shall be notified about the right to revoke the request by Public School
34 Employees of Washington.

35
36 **ARTICLE XV**

37
38 **GRIEVANCE PROCEDURE**

39
40 **Section 15.1.**

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

43
44 **Section 15.2.**

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

1 **Section 15.3.**

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

5
6 **Section 15.4.**

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

- 11
12 A. The facts on which the grievance is based;
13 B. A reference to the provisions in the Agreement which have been allegedly violated; and
14 C. The remedy sought.

15
16 **Section 15.5.**

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

20
21 **Section 15.6.**

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

27
28 **Section 15.7.**

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

38
39 **Section 15.8.**

40 If both parties agree, the time lines in the above sections may be extended on a temporary basis.
41 However, if timelines are not met by the District, the grievance may proceed to the next level. If the
42 Association fails to meet timelines, the grievance will be deemed to be settled according to the
43 District's last response.

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ARTICLE XVI
SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

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

Section 16.2.

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

Section 16.3.

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

Section 16.4.

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

Section 16.5.

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

Employees transferring between one Washington School District and the Cusick School District shall be governed by RCW 28A.400.300 (2) (i).

ARTICLE XVII
EVALUATION

Section 17.1.

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

Section 17.2.

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

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ARTICLE XVIII
TERM AND SEVERABILITY

Section 18.1.

The term of this Agreement shall be September 1, 2016 to August 31, 2019. This Agreement shall be reopened as needed to consider any legislation that may arguably affect the terms and conditions of this Agreement.

Section 18.2.

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

Section 18.3.

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

In addition, the following Articles and/or Sections will be open for negotiations:

1. Section 8.5. - Personal Leave
2. Full Funding of the HCA “carve-out”
3. Article VII - Holiday and Vacation accrual
4. Summer Hours
5. Annual Evaluation Tool – Addendum A

Section 18.4.

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

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/LOCAL SEIU 1948

CUSICK CHAPTER

BY: 
Sandi Kaler, Chapter President

DATE: 10-10-16

CUSICK SCHOOL DISTRICT #59

BY: 
Don Hawpe, Superintendent

DATE: 10/10/16

30

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:

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:

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

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

10
11 If you normally work six hours and you work seven in one day, you may choose to record
12 your time for that day as six hours with one hour of “comp time”, OR you may record your
13 day as seven hours and be paid straight time for the additional hour. The method and where
14 you record the “comp-time” is not the same in each district so you must ask the Payroll
15 Department for direction on keeping such records. It is a very good idea to have your
16 immediate supervisor give written approval and acknowledgement that the time was recorded
17 as “comp-time” and will not be paid as additional time worked.

18
19 When working additional time will put you into a situation where you work over forty hours
20 in one week, any time recorded over forty hours must be paid at one and one-half times your
21 regular rate of pay. If you choose to record “comp-time” for the additional hours of work, it
22 will be recorded at the overtime rate of one and one-half times the amount of time worked.
23 For example: Mary’s shift is 8 hours each day and she works 5 days per week. When Mary
24 worked 9 hours on Wednesday, she chose to record comp-time instead of pay for the hour
25 worked. Her time sheet at the end of the month would show 1.5 hours of comp-time for the
26 work performed on that Wednesday.

27
28
29 **Using Compensatory Time**

30
31 All compensatory time earned may not accrue from year to year and must be used within the
32 same school year it is earned.

LETTER OF AGREEMENT

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

1. The state insurance allotment for contract year 2016-2017 is seven-hundred, eighty dollars (\$780.00) and shall be applied in accordance with the CBA language.
2. The Health Care Authority (HCA) retiree carve-out for contract year 2016-2017 is fifty dollars (\$50.00) and shall be applied in accordance with the CBA language.
3. Schedule A will be amended as attached. Changes to the Schedule A with a three percent (1.8%) pay increase to each position at each step.

This Letter of Agreement shall be effective September 1, 2016 shall remain in effect until August 31, 2017; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

CUSICK CHAPTER

CUSICK SCHOOL DISTRICT #59

BY: *Sandra Kaler*
Sandra Kaler, Chapter President

BY: *Don Hawpe*
Don Hawpe, Superintendent

DATE: 10-10-16

DATE: 10/10/16



1 **CUSICK SCHOOL DISTRICT No. 59**

2 **CLASSIFIED SALARY SCHEDULE**

3 **SEPTEMBER 1, 2016 – AUGUST 31, 2017**

4

5

6

7

8 Job Classification	1-2	3-4	5	6	7	8
9	Years	Years	Years	Years	Years	Years
10 Paraeducator	11.87	12.41	13.00	13.55	14.21	14.74
11 Office Support	11.87	12.41	13.00	13.55	14.21	14.74
12 Secretary	13.93	14.50	15.08	15.66	16.22	16.82
13 Custodian	13.93	14.50	15.08	15.66	16.22	16.82
14 Head Cook	14.29	14.63	15.52	16.09	16.74	17.34
15 Assistant Cook	11.97	12.53	13.12	13.69	14.32	14.85
16 Food Service Worker	11.87	12.41	13.00	13.55	14.21	14.74
17 Education Support Specialists	14.63	15.37	16.11	16.94	17.77	18.50

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28 (Sign-Language Interpreters, Conflict Manager, Computer Technician)

29

30

31 Insurance: The insurance benefit is governed by Article XIII. The District will contribute fifty dollars

32 (\$50.00) to each employee based on FTE for the carve-out. This contribution is contingent upon

33 continuation of the contract with the current insurance carrier.

34

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

36

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

38

39 10 years	15 cents
40 15 years	30 cents
41 20 years	45 cents
42 25 years	60 cents
43 30 years	75 cents
44 35 years	90 cents

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Continued Education Incentive Pay

Clock hours may be used for salary advancement for classified PSE employees covered under the Collective Bargaining Agreement who have three (3) 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 31st 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:	\$0.10 per hour
60 Clock Hours:	\$0.20 per hour
90 Clock Hours:	\$0.35 per hour
120 Clock Hours:	\$0.50 per hour
150 Clock Hours:	\$0.70 per hour
180 Clock Hours:	\$0.90 per hour

An additional one dollar and thirty five cents (\$1.35) 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 one dollar and ninety five cents (\$1.95) 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 one dollar and ninety five cents (\$1.95) 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 30th 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.**