

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

SEPTEMBER 1, 2025 - AUGUST 31, 2028



**Public School Employees of Washington/SEIU Local 1948**  
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1 Temporary positions will be posted. Regular employees may bid on a temporary job or vacant position which  
2 is projected to last sixty (60) workdays or more. The regular employee's position will be filled by a  
3 substitute/temporary employee from outside the bargaining unit.  
4  
5  
6

## 7 ARTICLE II

### 8 RIGHTS OF EMPLOYEES

#### 9 **Section 2.1.**

10 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
11 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the union in all  
12 such matters as authorized by law.  
13  
14  
15

#### 16 **Section 2.2.**

17 Neither the District nor the Association shall discriminate against an employee subject to this  
18 Agreement on the basis of race, national origin, creed, sex, sexual preference, religion, age, marital  
19 status or the presence of a disability.  
20

#### 21 **Section 2.3.**

22 There shall be only one (1) official personnel file for each employee to be kept in the District  
23 administrative office. Each employee shall have the right to review the contents of said file after  
24 scheduling a time to view the file in the presence of District administrative staff. The employee will be  
25 entitled to a copy of any material in the file and shall have the right to attach a letter of  
26 rebuttal/explanation to any document in the file.  
27

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

29 In order for the District to be in compliance with the Americans with Disabilities Act (ADA),  
30 as of July 26, 1992, the District shall maintain a medical information file for each classified  
31 employee of the District, which will be kept separate from the personnel file. Said file will  
32 contain such sensitive information as immunization history, health related cards, leave sharing  
33 information, and information of medical history, and medical releases, etc. This medical  
34 information file will insure confidentiality of sensitive information regarding the employee in  
35 the event of a federal or state audit.  
36

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

38 Each employee shall be provided a copy of all materials placed in his/her personnel file within  
39 five (5) days of its insertion. All derogatory material shall be removed within two (2) years  
40 after its placement into the file, provided there are no similar incidents within that period of  
41 time. The employee may attach comments to any material that is part of the personnel file.  
42 Derogatory material not brought to the attention of the employee in compliance with this  
43 Section, or not placed in the official personnel file, may not be used for any action involving  
44 the employee.  
45

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

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

1 **Section 2.5. Immunizations.**

2 The District may request proof of immunizations from its employees. Once immunization records have  
3 been provided to the District, such records shall be maintained in the employee’s personnel file. No  
4 specific vaccine shall be required as a condition of employment unless ordered by the Washington  
5 State Department of Health. Employees without required vaccinations may only be excluded from the  
6 work site if ordered by the Washington State Department of Health.  
7  
8  
9

10 **ARTICLE III**  
11  
12 **DISTRICT RIGHTS**  
13

14 **Section 3.1.**

15 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
16 vested in management officials of the District. Included in these rights in accordance with and subject  
17 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
18 force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
19 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
20 release employees from duties because of lack of work or for other legitimate reasons. The District  
21 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
22 means, and the personnel by which operations undertaken by the employees in the unit are to be  
23 conducted.  
24

25 **Section 3.2.**

26 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
27 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
28 matters of working conditions, the District shall give due regard and consideration to the rights of the  
29 Association and the employees and to the obligations imposed by this Agreement.  
30

31 **Section 3.3.**

32 In matters not covered specifically by language within this Agreement, the District management shall  
33 have the clear right to make decisions in such matters and these decisions shall not be subject to the  
34 grievance procedure so long as those decisions do not affect the collective bargaining agreement.  
35  
36  
37

38 **ARTICLE IV**  
39  
40 **RIGHTS OF THE ASSOCIATION**  
41

42 **Section 4.1.**

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



1 **Section 4.2.**

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

8  
9 **Section 4.3.**

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

15  
16 **Section 4.4. Bargaining Unit Lists.**

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

22  
23 **Section 4.5. Association Leave.**

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

28  
29 **Section 4.6.**

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

33  
34 **Section 4.7. New Hire Notification.**

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

38  
39 **Section 4.8. Access to New Employees of the Bargaining Unit.**

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



1 **Section 4.9. New Employee Orientation.**

2 If orientation is provided to new hires subject to this agreement the Association shall be allowed to  
3 attend, meet with new hires, and provide such employee with a copy of this Agreement and the Dues  
4 Authorization form.

5  
6 In cases where New Employee Orientations do not take place the Employer will provide release time  
7 for a PSE member or leader to visit the worksite of new hires to provide a paid onsite orientation. The  
8 amount of release time will be based on the number of employees to be contacted.  
9

10  
11  
12 **ARTICLE V**

13  
14 **LABOR / MANAGEMENT MEETINGS**

15  
16 **Section 5.1.**

17 It is mutually agreed that the District and Association will conduct labor/management meetings for the  
18 purpose of resolving problems that may arise relative to the administration of this Agreement. Meetings  
19 may be conducted on the request of the Superintendent, his/her designee, or the Association President.  
20

21 **Section 5.2.**

22 Each of the parties will designate two (2) representatives to participate in such meetings; however,  
23 additional representatives may attend at the request of either committee provided that no more than  
24 five (5) persons shall represent either side unless mutually agreed otherwise. These meetings shall not  
25 be construed as taking the place of negotiations.  
26

27 **Section 5.3.**

28 Meetings shall be conducted during regular business hours of the District. If mutually agreed to by  
29 both parties, minutes may be taken, and an agenda prepared in advance of each meeting. If minutes are  
30 taken, they will be shared with the other party.  
31

32 **Section 5.4.**

33 All participants have the right to utilize the services of individuals in any meeting between the parties.  
34 Each party will be notified of the anticipated additional personnel and their role, to be present at the  
35 meeting.  
36  
37

38  
39 **ARTICLE VI**

40  
41 **HOURS OF WORK**

42  
43 **Section 6.1.**

44 The workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.  
45  
46  
47  
48



1 **Section 6.2.**

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

5  
6 **Section 6.3.**

7 In the event an employee is assigned to a shift less than the full work shift previously defined in this  
8 Article, the rest periods shall be applied to continuous time, not accumulated time, as follows:

9		
10	7½ to 8 hour work shift	One 15-minute rest/One 30-minute unpaid lunchbreak
11	5 ¼ to 7¼ hour work shift	One 15-minute rest/One 30-minute unpaid lunch break
12	4¼ to 5 hour shift	One 30-minute unpaid lunch break
13	3¼ to 4 hour work shift	One 15-minute rest
14	3 hours and less	No break period
15		

16 Break times will be scheduled with the approval of the Principal/Supervisor. Lunch will consist of  
17 thirty (30) minutes uninterrupted time. Continuous time is defined as fifteen (15) minutes or less  
18 between jobs. Human Resources will review an employee’s daily schedule upon request if the  
19 employee is working multiple positions totaling greater than four (4) hours per day and are not allowed  
20 a lunch due to non-continuous time. uninterrupted lunch period.

21  
22 If employees need a short rest period during this group of shifts, due to the nature of the job  
23 responsibility, it should be worked out with their respective supervisor. If an employee is asked to be  
24 on call during their lunchtime or are required to work during their lunch due to the needs of students,  
25 they will be compensated per Section 6.4.

26 Per WAC 296-131

27  
28 **Section 6.4. Overtime Work.**

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

32  
33 **Section 6.4.1. Compensatory Time.**

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

39  
40 **Section 6.4.2. Flex Time.**

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

45  
46 **Section 6.5.**

47 When a bargaining unit member fills in for another employee in a higher classification, the employee  
48 filling in will receive the wage of the higher classification. The employee shall be paid at their step on



1 the salary schedule in the classification in which they are substituting. Employees who are requested to  
2 temporarily fill a position in a lower paid classification shall not suffer a loss in wage.

3  
4 **Section 6.6.**

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

10  
11 **Section 6.7. Preparation Time.**

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

14  
15 **Section 6.8. School Closure.**

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

20  
21 **Section 6.9. Dress Code.**

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

23  
24 **Dress Code:**

25 Our goal as a District is to provide a professional learning environment for the students and  
26 communities we represent, and our appearance is a reflection of our level of professionalism. We  
27 respect and honor employees’ judgment regarding the selection of attire that fits with their professional  
28 position. However, certain guidelines shall be established.

29  
30 1) *What is our standard of dress”?*

31 Cusick School District has a professional/professional-casual dress standard. Professional/  
32 professional casual is a balance between a professional work environment and employee  
33 comfort and choice.

34  
35 2) *What does professional/professional casual look like?*

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

40  
41 3) *What is not acceptable?*

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

1 4) *What about casual days?*

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

8  
9 5) *Does this standard apply to all staff?*

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

12  
13 Classified staff whose jobs include outdoor activities, being on the floor, cleaning, cooking, or  
14 other physical components may wear jeans on any day, provided they meet the qualifications  
15 described for casual days.

- 16  
17 • Spirit Week(s) and other school sponsored activities are excluded from these established  
18 guidelines.  
19  
20 • If you need assistance interpreting this guidance, please consult with District Administration to  
21 assure you are not wearing attire that may be inappropriate.  
22

23 **Section 6.10. Automated Clearing House (ACH) Monthly.**

24 The employer agrees to submit gross monthly dues remittance via Automated Clearing House (ACH)  
25 monthly.

26  
27 **Section 6.11. Dues.**

28 The employer agrees to send union dues on all gross wages monthly for all employment performed  
29 under the terms of the Collective Bargaining Agreement.  
30

31 **Section 6.12.**

32 **RCW 41.56.035 Information to be provided to exclusive bargaining representative by employer.**

- 33  
34 (1) If the employer has the information in the employer's records, the employer shall provide to the  
35 exclusive bargaining representative the following information for each employee in an appropriate  
36 bargaining unit:  
37 (a) The employee's name and date of hire;  
38 (b) The employee's contact information, including: (i) cellular, home, and work telephone  
39 numbers; (ii) work and the most up-to-date personal email addresses; and (iii) home address or  
40 personal mailing address; and  
41 (c) Employment information, including the employee's job title, salary or rate of pay, and worksite  
42 location or duty station.  
43 (2) The employer must provide the information to the exclusive bargaining representative in an  
44 editable digital file format:  
45 (a) Within 21 business days from the date of hire for a newly hired employee in an appropriate  
46 bargaining unit; and  
47 (b) Every 120 business days for all employees in an appropriate bargaining unit.

- 1 (3) When there is a state-level representative of the exclusive bargaining representative for a  
2 bargaining unit, the employer may provide the information to the state-level representative.
- 3 (4) The exclusive bargaining representative may use the information provided under this section only  
4 for representation purposes. This section does not give authority to any exclusive bargaining  
5 representative to sell or provide access to lists of employees or the information provided to the  
6 exclusive bargaining representative pursuant to this section requested for commercial purposes.
- 7 (5) If an employer fails to comply with this section, the exclusive bargaining representative may bring  
8 a court action to enforce compliance. The court may order the employer to pay costs and  
9 reasonable attorneys' fees incurred by the exclusive bargaining representative.
- 10 (6) (a) This section does not apply to an employer specifically prohibited under its requirements as a  
11 cleared United States department of defense contractor from providing the employee information  
12 listed under subsection (1) of this section only for those employees covered by such requirements.  
13 The employer is required to provide the employee information under subsection (1) of this section  
14 for all employees not covered by the employer's requirements as a cleared United States  
15 department of defense contractor.
- 16 (b) This subsection (6) does not limit the employee information an employer must provide an  
17 exclusive bargaining representative pursuant to its duty to bargain in good faith or any other duty  
18 or obligation under applicable collective bargaining law, nor does this subsection (6) prohibit  
19 bargaining over the provision of employee information under applicable collective bargaining law.  
20 [2023 c 204 s 1]

21

22 **Section 6.13.**

23 **RCW 41.80.100 Employee authorization of membership dues and other payments—Revocation.**

24

- 25 (1) Upon authorization of an employee within the bargaining unit and after the certification or  
26 recognition of the bargaining unit's exclusive bargaining representative, the employer must deduct  
27 from the payments to the employee the monthly amount of dues as certified by the secretary of the  
28 exclusive bargaining representative and must transmit the same to the treasurer of the exclusive  
29 bargaining representative.
- 30 (2) (a) If the employer and the exclusive bargaining representative of a bargaining unit enter into a  
31 collective bargaining agreement that includes requirements for deductions of other payments, the  
32 employer must make such deductions upon authorization of the employee.
- 33 (b) An employee's written, electronic, or recorded voice authorization to have the employer deduct  
34 membership dues from the employee's salary must be made by the employee to the exclusive  
35 bargaining representative. If the employer receives a request for authorization of deductions, the  
36 employer shall as soon as practicable forward the request to the exclusive bargaining  
37 representative.
- 38 (c) Upon receiving notice of the employee's authorization, the employer shall deduct from the  
39 employee's salary membership dues and remit the amounts to the exclusive bargaining  
40 representative.
- 41 (d) The employee's authorization remains in effect until expressly revoked by the employee in  
42 accordance with the terms and conditions of the authorization.
- 43 (e) An employee's request to revoke authorization for payroll deductions must be in writing and  
44 submitted by the employee to the exclusive bargaining representative in accordance with the terms  
45 and conditions of the authorization.
- 46 (f) After the employer receives confirmation from the exclusive bargaining representative that the  
47 employee has revoked authorization for deductions, the employer shall end the deduction no later  
48 than the second payroll after receipt of the confirmation.

(g) The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions. [2019 c 230 s 18; 2018 c 247 s 5; 2002 c 354 s 311.]

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.



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

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

#### **Section 8.1.1.**

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

#### **Section 8.1.2. Sick Leave Buy Back.**

As provided in RCW 28A.400.210:

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

#### **Section 8.2. Bereavement Leave.**

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

1 **Section 8.3. Family Medical Leave.**

2 Leave days which can be covered by sick leave will be provided for serious illness requiring  
3 hospitalization of an employee’s child, spouse, parent, stepparent, grandparent, sibling, or like  
4 relationships in the family of the employee’s spouse or anyone permanently living in the employee’s  
5 household. Family illness leave shall be deducted from sick leave. (Federal statute, 29 U.S.C.  
6 Subsection 260; State statutes and WAC: RCW 49.78, RCW 49.12.270, and WAC 162-30-020.)  
7

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

9 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical  
10 Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible  
11 for this leave, employees must have worked a minimum of 820 hours within the past calendar  
12 year. Commencing January 1, 2019, the District shall pay their portion of the payroll premium  
13 to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure  
14 ongoing compliance with the law. When such leave is used for pregnancy/maternity disability,  
15 the District shall maintain health insurance benefits during periods of approved PFML.  
16

17 All classified employees of the Cusick School District may be eligible to receive Paid Family  
18 Medical Leave under the Washington State Paid Family Leave Act. To be eligible for this  
19 leave, employees must have worked a minimum of eight hundred twenty (820) hours within the  
20 past calendar year. Such leave shall be used consecutively with the employee’s other leave  
21 entitlements, unless the employee elects otherwise. The District shall pay the amount of the  
22 payroll premium, required by State law to fund this leave. The District shall use the State  
23 insurance as the carrier for PFML to ensure ongoing compliance with the law. The District  
24 shall maintain health insurance benefits during periods of approved PFML. It is the  
25 employee’s responsibility to work with their medical provider to ensure all required paperwork  
26 is completed for PFML. Approval and the duration of time the employee is eligible for PFML  
27 is determined by the employee’s medical provider, not the District.  
28

29 **Section 8.4. Emergency Leave.**

30 Employees may receive emergency leave. There shall be no limit on the number of emergency leave  
31 days without deduction in pay so long as the days are covered by accrued sick leave days. In the event  
32 the Superintendent challenges the use of emergency leave days by an employee, a committee of  
33 management employees and Association members shall make a determination as to whether the leave  
34 shall be allowed. The Association shall appoint two members to act as committee members when  
35 necessary. Such leave shall be used only for bona fide events of such emergency that they cannot  
36 otherwise be attended to after working hours.  
37

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

39 Classified employees shall be entitled up to three (3) personal leave days per year, which shall be with  
40 full pay and not deducted from sick leave. These days are front loaded based on the employee’s FTE at  
41 the start of each school year. An adjustment to the number of front-loaded days will be made if an  
42 employee’s FTE increases/decreases. In the event a classified employee expends their three (3) allotted  
43 personal days, but does not complete their full year of employment, an adjustment will be made in the  
44 gross amount of the employee’s final paycheck.  
45

46 Classified employees may carry over one (1) unused personal leave day from year to year. One (1)  
47 day carried over, plus three (3) days from the current year will equal a maximum of four (4) days to  
48 be available in any one year. Personal leave days may be taken in half-day or full day increments.



1 Personal leave days may not be taken the first or last week of school. Classified employees shall be  
2 limited to the use of a maximum of two (2) personal leave days preceding or following holidays or  
3 vacations. In June of each year, a maximum of three (3) personal days may be cashed out at the  
4 employees per diem rate for the current year.

5  
6 **Section 8.6. Maternity Leave.**

7 The provisions of the Sick Leave Policy, Section 8.1 above, shall govern requests for maternity leave  
8 as guided by the Family Medical Leave Act. The employee shall give thirty (30) days' notice of intent.  
9

10 **Section 8.7. Paternity Leave.**

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

15  
16 **Section 8.8. Judicial Leave.**

17 In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as  
18 a co-defendant with the District, such employee shall receive a normal day's pay for each day of  
19 required presence in court. Any compensation received for such service shall be paid to the District.  
20 Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event  
21 an employee is a party in a court action, such employee may request a leave of absence.  
22

23 **Section 8.9. Leave of Absence.**

24 Upon recommendation of the immediate supervisor through administrative channels to the  
25 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
26 absence for a period not to exceed one (1) year; if such leave is granted due to extended illness one (1)  
27 additional year may be granted.  
28

29 **Section 8.9.1.**

30 The returning employee will be assigned to the same position occupied before the leave of  
31 absence. If the position is no longer in existence the employee shall be assigned to a position in  
32 the same general job classification with equal hours, benefits and pay. Employees hired to fill  
33 positions of employees on leave of absence will be hired for a specific period of time during  
34 which they shall be subject to all relevant provisions of this Agreement including but not  
35 limited to Section 1.4. It shall be the responsibility of the employer to inform replacement  
36 employees of these provisions.  
37

38 **Section 8.9.2.**

39 The employee will retain accrued sick leave, vested vacation rights and seniority rights while  
40 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
41 the employee is on leave of absence. If such leave is approved for extended illness or injury,  
42 seniority shall accrue up to two (2) additional years.  
43

44 **Section 8.10. Natural Disasters.**

45 In the event that school is closed due to the occurrence of a natural disaster, and the number of days of  
46 closure is not made up, the employee shall be given the option of making up the time lost, or of not  
47 receiving payment for days not worked because of the natural disaster.  
48



1 **Section 8.11. Shared Sick Leave.**

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

4  
5 **Section 8.12. Leave Without Pay (LWOP).**

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

10  
11 **Section 8.13. Excessive Absence and Unpaid Time Off.**

12 Cusick School District recognizes that unforeseen circumstances may occasionally require employees  
13 to be absent from work. However, regular attendance and punctuality are crucial for maintaining  
14 consistency with students, business operations, team productivity, and fairness to all employees.  
15 Excessive or frequent absences, even if they result in an employee exhausting their accrued paid leave  
16 and moving into unpaid time off, causes an undesirable negative impact to the educational program of  
17 the District.

18  
19 **Definition of Excessive Absenteeism:**

20 Excessive absenteeism is defined as frequent or prolonged absences from work.

21  
22 **Examples of Excessive Absences:**

23 Frequent unscheduled absences or calling out of work at the last minute without prior approval, even  
24 when using available sick time or other paid leave. Requesting non-paid leave once exhausting all paid  
25 leave. A pattern of absences that consistently exceeds the average or expected level of absenteeism.  
26 Utilizing paid leave in a way that is deemed as abusing the intent of the leave.

27  
28 **Other Considerations:**

29 Legally Protected Leave: This policy does not override legally protected leaves. This includes, but is  
30 not limited to those provided under the Family and Medical Leave Act (FMLA) or the Americans with  
31 Disabilities Act (ADA). Medical Documentation: Medical documentation may be required for  
32 absences, especially for prolonged or frequent instances. Communication: Employees are expected to  
33 follow established procedures for reporting absences and communicating with their supervisors.  
34 Unpaid Leave: The district will assess the negative impact the absences have on the educational  
35 program and may deny requests for unpaid leave if they significantly disrupt workflow.

36  
37 **Addressing Excessive Absences:**

38 School district administration will review employee attendance records to identify patterns of  
39 excessive absenteeism. School district administration will have a constructive conversation with the  
40 employee to address the attendance issue and discuss the district's expectations. In the event excessive  
41 absences continue despite efforts to address the issue, progressive disciplinary action may be taken.  
42 Progressive disciplinary action may include: Verbal warnings, written warnings, and potential further  
43 disciplinary action, up to and including employment termination, may be implemented.



ARTICLE IX

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

**Section 9.1. Probation.**

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

**Section 9.1.1.**

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

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

**Section 9.2. Seniority Rights.**

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.
- D. Abandonment of position.

**Section 9.2.1.**

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

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

**Section 9.2.2.**

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

**Section 9.2.3.**

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, special services (including overtime) and layoff. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open



1 jobs or positions, and layoffs when ability and performance are substantially equal with junior  
2 employees. If the District determines that seniority rights should not govern because a junior  
3 employee(s) possess ability and performance substantially greater than a senior employee(s),  
4 the District shall set forth in writing to the employee(s) and the Association President, its  
5 reasons why the senior employee(s) has been bypassed.  
6

7 **Section 9.3. Job Postings.**

8 The District shall publicize within the bargaining unit for five (5) workdays the availability of open  
9 positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
10 shall be forwarded to the President of the Association and to the Association representative of the  
11 classification concerned.  
12

13 **Section 9.4. Layoff.**

14 In the event of a layoff, the District will first meet and confer with the Association.  
15

16 **Section 9.4.1.**

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

25 **Section 9.4.2.**

26 If the employee is on layoff and new or open positions are posted, current qualified employees  
27 will have priority. If no current employee bids on the job, those on layoff will have priority  
28 over non-employees.  
29

30 **Section 9.4.3.**

31 Substitute employees shall have priority for employment, provided the position has been  
32 offered to the bargaining unit pursuant to Article IX, Section 9.4.2 and no member has bid on  
33 the job. This section shall refer to employment in the job classification (See Article I,  
34 Section 1.2) for which the individual has been substituting.  
35

36 **Section 9.4.4.**

37 Employees on layoff status shall file their addresses and home phones in writing with the  
38 personnel office of the District and shall thereafter promptly advise the District in writing of  
39 any change of address and phone.  
40

41 **Section 9.4.5.**

42 An employee shall forfeit rights to reemployment as provided in Section 9.2.3 if the employee  
43 does not comply with the requirements of Section 9.4.4 and Section 9.4.6 or if the employee  
44 does not respond to the offer of reemployment within ten (10) school workdays.  
45  
46  
47  
48



1 recorded through the Educational Data System’s (EDS) “e-cert”, an online tool to track the completion  
2 of clock hours.

3  
4 **Section 10.4. Other Employee Training.**

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

8  
9  
10  
11 **ARTICLE XI**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13  
14  
15 **Section 11.1.**

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

18  
19 **Section 11.1.1.**

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

24  
25 **Section 11.2. Notification to Non-Annual Employees.**

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

28  
29 **Section 11.2.1.**

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

32  
33 **Section 11.2.2.**

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

36  
37 **Section 11.2.3.**

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

40  
41 **Section 11.3.**

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

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**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.

**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

1 31 of that year.

2  
3 **Section 13.2. Retirement.**

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

7  
8 **Section 13.3.**

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

10  
11 **Section 13.4.**

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

16  
17 **Section 13.5.**

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

21  
22 **Section 13.6.**

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

25  
26  
27  
28 **ARTICLE XIV**

29  
30 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

31  
32 **Section 14.1. Association Membership.**

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

36  
37 Each employee subject to this Agreement may choose to become an Association member in good  
38 standing by paying monthly dues. The Association shall be the custodian of record in terms of  
39 employee Association Membership.

40  
41 **Section 14.1.1. Notification to Local Union.**

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



1 **Section 14.2. E-Signature.**

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

9  
10 **Section 14.3. Dues Authorization and Revocation.**

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

16  
17 An employee's written, electronic, or recorded voice authorization to have the employer deduct  
18 membership dues from the employee's salary must be made by the employee to Public School  
19 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for  
20 authorization of deductions, the employer shall as soon as practicable forward the request PSE.

21  
22 Upon receiving notice of the employee's authorization from Public School Employees of Washington  
23 /SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary membership dues and  
24 remit the amounts to PSE, by the first Monday following payroll.

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

35  
36 **Section 14.4. Voluntary Political Action Committee.**

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

43  
44 **Section 14.5. PSE Regular Dues Check Off.**

45 The employer shall deduct PSE state dues from the pay of any employee who authorized such  
46 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds  
47 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.  
48 Transmissions will include payments and an electronic list of all represented employees with deduction

1 amounts. Transactions will be received by the first Monday following payroll. Submissions are to  
2 include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs  
3 to accompany the payment every month and include membership status changes.

4  
5 **Section 14.6. Hold Harmless**

6 The Association agrees to defend and hold the District harmless against any legal action brought  
7 against the District in reference to valid membership.  
8  
9

10  
11 **ARTICLE XV**

12  
13 **GRIEVANCE PROCEDURE**

14  
15 **Section 15.1.**

16 Grievances or complaints arising between the District and its employees shall be defined as matters  
17 dealing with the interpretation or application of the terms and conditions of this Agreement.  
18

19 **Section 15.2.**

20 Employees shall first discuss any grievance with their immediate supervisor. If the employee so  
21 wishes, he/she may be accompanied by an Association representative at such discussion.  
22

23 **Section 15.3.**

24 All grievances not brought to the immediate supervisor within thirty (30) calendar days of the  
25 occurrence, or the date the employee /Association knew or reasonably should have known of the  
26 grievance, shall be invalid and subject to no further processing.  
27

28 **Section 15.4.**

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

- 33 A. The facts on which the grievance is based.  
34 B. A reference to the provisions in the Agreement which have been allegedly violated.  
35 C. The remedy sought.  
36

37 **Section 15.5.**

38 The Superintendent shall have ten (10) calendar days in which to respond. If the Superintendent denies  
39 the grievance, the employee shall have ten (10) calendar days from receipt of the denial to submit the  
40 grievance to the Board of Directors.  
41

42 **Section 15.6.**

43 The Board of Directors shall have ten (10) calendar days to schedule a closed hearing to review the  
44 grievance. The grievant may have the assistance of Association representative or legal counsel at the  
45 hearing should he/she so desire. The Board's review shall be limited solely to matters earlier presented  
46 to the Superintendent and shall not embrace new matters. The Board shall have ten (10) calendar days  
47 after the hearing on the grievance to rule on the grievance.  
48

1 **Section 15.7.**

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

11 **Section 15.8.**

12 If both parties agree, the timelines in the above sections may be extended on a temporary basis.  
13 However, if timelines are not met by the District, the grievance may proceed to the next level. If the  
14 Association fails to meet timelines, the grievance will be deemed to be settled according to the  
15 District's last response.  
16

17  
18  
19  
20 **ARTICLE XVI**

21  
22 **SALARIES AND EMPLOYEE COMPENSATION**

23  
24 **Section 16.1.**

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

28  
29 **Section 16.2.**

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

32  
33 **Section 16.3.**

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

36  
37 **Section 16.4.**

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

39  
40 **Section 16.5.**

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

44  
45 Employees transferring between one Washington School District and the Cusick School District shall  
46 be governed by RCW 28A.400.300 (2) (i).  
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**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.

**ARTICLE XVIII**

**TERM AND SEVERABILITY**

**Section 18.1.**

The term of this Agreement shall be September 1, 2025 to August 31, 2028. This Agreement shall be reopened as needed to consider any legislation that may arguably affect the terms and conditions of this Agreement.

- For the terms of this agreement the parties agree the employer shall pass through all state inflationary increases for K-12. (IPD, Cola, CPI)
- Compensation:  
25-26 = 5.0% (includes IPD)  
26-27 = 2.5% (plus IPD)  
27-28 = 1.5% (plus IPD)

\*In the event the District's Education Programs and Operations Levy fails for a collective year and/or significant financial cuts are made at the state and local level, that results in the district experiencing a financial downturn, the agreed upon compensation increases will be suspended from implementation. The compensation increase will only be reinstated for the years in which the District resumes full collection. The increase shall not be retroactive.

- Upon adoption of this contract, no other items in this contract will be reopened for modifications, at any time, until the next bargaining session in May 2028, unless mutually agreed upon by the PSE Association and the District.
- This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**Section 18.2.**

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



1 **Section 18.3.**

2 This Agreement may be reopened and modified at any time during its term upon written mutual  
3 consent of the parties. The Agreement shall be reopened annually to negotiate Schedule A. The  
4 Agreement shall be opened as necessary to consider the impact of any legislation enacted following its  
5 execution that may arguably benefit classified employees.  
6

7 **Section 18.4.**

8 Neither party shall be compelled to comply with any provision which conflicts with State or Federal  
9 statutes or regulations. If any provision of this Agreement or the application of any such provision is  
10 held invalid, the remainder of the Agreement shall not be affected thereby. In the event this Section  
11 applies to any provision of the Agreement, the parties shall negotiate the affected provision.  
12  
13  
14

15 **SIGNATURE PAGE**

16  
17  
18  
19 PUBLIC SCHOOL EMPLOYEES OF  
20 WASHINGTON/SEIU 1948

21  
22 CUSICK CHAPTER

CUSICK SCHOOL DISTRICT #59

23  
24 BY: Debbie Tesdahl  
25 Debbie Tesdahl (Nov 4, 2025 13:02:52 PST)  
26 Debbie Tesdahl, Chapter President

27  
28 BY: [Signature]  
29 Don Hawpe, Superintendent

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DATE: 11/04/2025

BY: 11/04/2025



**Cusick Public Schools  
CLASSIFIED EVALUATION**

**Food Service**

**Employee Name** \_\_\_\_\_

**School Year** \_\_\_\_\_

**Assignment** \_\_\_\_\_

**Date of Evaluation** \_\_\_\_\_

**KEY**            E = Excellent            S = Satisfactory            N = Needs Improvement  
                      U = Unsatisfactory        N/A = Evaluation Criteria Does Not Apply

<b>1. TECHNICAL SKILLS:</b>	
A. Prepares and serves food in proper manner	
B. Follows standard food portion controls & price schedules	
C. Maintains cleanliness of food preparation area	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>2. QUALITY/QUANTITY OF WORK:</b>	
A. Produces assigned work in an accurate, neat, and thorough manner	
B. Demonstrates ability to organize and prioritize work loads	
C. Accomplishes work on schedule as requested	
D. Uses discretionary time effectively	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>3. GENERAL JOB KNOWLEDGE:</b>	
A. Understands & follows District policies, procedures, & practices	
B. Maintains & deals w/ confidential information & communications in an ethical manner	
C. Inventories, orders, stores, & uses materials wisely	
D. Operates equipment properly showing concern for well-being of self and others	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>4. INITIATIVE:</b>	
A. Identifies problems	
B. Determines course of action within assignment	
C. Takes independent action as situation warrants	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>5. PERSONAL CHARACTERISTICS:</b>	
A. Dependability	
B. Attendance	
C. Punctuality (breaks, arrival, and departure)	
D. Maintains appearance which is neat and appropriate	
E. Adapts readily to new situations, demands and emergencies	
F. Shows interest and pride in work	
G. Approaches work in a positive manner	
H. Sensitive to needs of others	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>6. INTERPERSONAL RELATIONS:</b>	
A. Deals effectively with students, staff, parents, and community	
B. Demonstrates positive teamwork	
C. Demonstrates a manner of professionalism with all staff	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>7. EFFORT TOWARD IMPROVEMENT:</b>	
A. Takes steps to maintain or improve skills appropriate to position	
B. Responsive to constructive suggestion	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

General Comments/Goals \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with the evaluator and/or supervisor. If deemed necessary, written comments may be submitted by employee within seven (7) calendar days.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Cusick Public Schools  
CLASSIFIED EVALUATION**

**Paraeducators**

Employee Name \_\_\_\_\_

School Year \_\_\_\_\_

Assignment \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

**KEY**            E = Excellent            S = Satisfactory            N = Needs Improvement  
                       U = Unsatisfactory        N/A = Evaluation Criteria Does Not Apply

<b>1. PROFESSIONAL COMPETENCE &amp; GENERAL KNOWLEDGE:</b>	
A. Exhibits self-control, mature behavior/judgement	
B. Maintains appearance which is neat & appropriate	
C. Communicates effectively with other staff & parents	
D. Provides instruction under direction of teacher	
E. Knowledge of programs, rules & regulations	
F. Demonstrates guidelines for confidential information	
G. Attends trainings as requested	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>2. QUALITY/QUANTITY OF WORK:</b>	
A. Accomplishes work on schedule as requested (assists teacher with delivery of specially designed instruction in a timely manner)	
B. Prompt and accurate with requests from teacher/supervisor	
C. Follows teacher's/supervisor's plans and assigned schedule	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>3. WORKING WITH STUDENTS:</b>	
A. Develops professional rapport with students	
B. Demonstrates quiet, calm voice during instruction or when disciplining students	
C. Demonstrates consistency & fairness	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>4. INITIATIVE:</b>	
A. Takes initiative in all aspects of work	
B. Assists teachers and other para educators (as necessary) in all duties requested	
C. Exhibits flexibility and adapts to schedule changes	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

**5. ATTENDANCE AND PUNCTUALITY:**

A. Dependability/Attendance	
B. Reports to scheduled station on time	

Comments: \_\_\_\_\_  
\_\_\_\_\_

**6. INTERPERSONAL RELATIONS:**

A. Demonstrates sensitivity to the needs of others	
B. Demonstrates a positive and cooperative attitude	
C. Demonstrates a manner of professionalism with all staff	

Comments: \_\_\_\_\_  
\_\_\_\_\_

**7. EFFORT TOWARD IMPROVEMENT:**

A. Takes steps to maintain or improve skills appropriate to position	
B. Evaluates own work and knowledge	
C. Responsive to constructive suggestion	
D. Seeks help when appropriate	

Comments: \_\_\_\_\_  
\_\_\_\_\_

General Comments/Goals \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with the evaluator and/or supervisor. If deemed necessary, written comments may be submitted by employee within seven (7) calendar days.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Cusick Public Schools**  
**CLASSIFIED EVALUATION**

**Secretary**

**Employee Name** \_\_\_\_\_

**School Year** \_\_\_\_\_

**Assignment** \_\_\_\_\_

**Date of Evaluation** \_\_\_\_\_

**KEY**            E = Excellent            S = Satisfactory            N = Needs Improvement  
                      U = Unsatisfactory        N/A = Evaluation Criteria Does Not Apply

<b>1. TECHNICAL SKILLS:</b>	
A. Oversees and organizes the overall office functions	
B. Telephone skills	
C. Maintains staff & student records	
D. Ability to communicate (written and oral) using correct English	
E. Drafts letters, forms, and reports	
F. Correct spelling, accuracy & neatness	
G. Oversees and operates student data systems	
H. Compiles data and maintains appropriate records and files accurately	
I. Assists in supervision and review of other employees and student workers performing	
J. Receive, register, screen, announce and refer visitors and students	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>2. QUALITY/QUANTITY OF WORK:</b>	
A. Produces assigned work in an accurate, neat, and thorough manner	
B. Demonstrates ability to organize and prioritize work loads	
C. Accomplishes work on schedule as requested	
D. Keeps accurate records of monetary collections	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>3. GENERAL JOB KNOWLEDGE:</b>	
A. Knowledge of school programs, rules & regulations	
B. Maintains & deals with confidential information and communications in an ethical man	
C. Supervises students appropriately when requested	
D. Operates equipment properly showing concern for well-being of self and others	

Comments: \_\_\_\_\_  
\_\_\_\_\_

**4. INITIATIVE:**

A. Identifies problems	
B. Works independently with minimal supervision	
C. Takes independent action as situation warrants	
D. Seeks help as situation warrants	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

**5. PERSONAL CHARACTERISTICS:**

A. Dependability	
B. Attendance	
C. Punctuality (breaks, arrival, and departure)	
D. Maintains appearance which is neat and appropriate	
E. Adapts readily to new situations, demands and emergencies	
F. Shows interest and pride in work	
G. Approaches work in a positive manner	
H. Sensitive to needs of others	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

**6. INTERPERSONAL RELATIONS:**

A. Deals effectively with students, staff, parents, and community	
B. Demonstrates positive teamwork	
C. Demonstrates a manner of professionalism with all staff	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

**7. EFFORT TOWARD IMPROVEMENT:**

A. Takes steps to maintain or improve skills appropriate to position	
B. Responsive to constructive suggestion	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

General Comments/Goals \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with the evaluator and/or supervisor. If deemed necessary, written comments may be submitted by employee within seven (7) calendar days.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Cusick Public Schools  
CLASSIFIED EVALUATION**

**Custodian**

Employee Name \_\_\_\_\_

School Year \_\_\_\_\_

Assignment \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

**KEY**            E = Excellent            S = Satisfactory            N = Needs Improvement  
                      U = Unsatisfactory        N/A = Evaluation Criteria Does Not Apply

<b>1. TECHNICAL SKILLS:</b>	
A. Uses accepted methods to complete all cleaning tasks	
B. Cleaning, housekeeping, and maintenance duties are performed adequately	
C. Takes initiative in all aspects of work	
D. Takes responsibility for building security and alarm systems as needed	
E. Handles all chemical supplies according to manufacturer and MSDS instructions	
F. Assists in facility assessments and related record keeping as necessary	
G. Picks up litter and trash as needed to maintain a positive school image	
H. Willing to respond to restroom emergencies as requested or necessary	
I. Takes initiative in daily surveillance of building and grounds	
J. Keeps accurate written records as directed	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>2. QUALITY/QUANTITY OF WORK:</b>	
A. Completes assigned work in a timely and thorough manner	
B. Demonstrates ability to organize and prioritize workloads	
C. Takes initiative in all aspects of work and accomplishes work on schedule	
D. Uses discretionary time effectively	
E. Demonstrates physical fitness qualifications needed in order to accomplish tasks	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>3. GENERAL JOB KNOWLEDGE:</b>	
A. Knowledge of school programs, rules & regulations; Understands & follows District building/dept. policies, procedures & practices	
B. Maintains & deals w/ confidential information & communications in an ethical manner	
C. Plans and schedules are sufficient to meet the needs of daily assigned duties	
D. Operates equipment properly showing concern for well-being of self and others	

Comments: \_\_\_\_\_  
\_\_\_\_\_

<b>4. INITIATIVE:</b>	
A. Identifies problem	
B. Works independently with minimal supervision	
C. Takes independent action as situation warrants	
D. Seeks help as situation warrants	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>5. PERSONAL CHARACTERISTICS:</b>	
A. Dependability/Attendance	
B. Exhibits self-control, mature behavior, and Judgment	
C. Punctuality (breaks, arrival, and departure)	
D. Maintains appearance which is neat and appropriate	
E. Adapts readily to new situations, demands and emergencies	
F. Responds positively to all suggestions for improvement	
G. Approaches work in a positive manner	
H. Sensitive to needs of others	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>6. INTERPERSONAL RELATIONS:</b>	
A. Deals effectively with students, staff, parents, and community	
B. Demonstrates positive teamwork	
C. Demonstrates a manner of professionalism with all staff	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>7. EFFORT TOWARD IMPROVEMENT:</b>	
A. Takes steps to maintain or improve skills appropriate to position	
B. Responsive to constructive suggestion	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

General Comments/Goals \_\_\_\_\_  
 \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with the evaluator and/or supervisor. If deemed necessary, written comments may be submitted by employee within seven (7) calendar days.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **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, 2025 - August 31, 2026**

Job Classification	School Year	1-2 Years	3-4 Years	5 Years	6 Years	7 Years	8 Years	
<b>Paraeducator</b>	2024-2025	18.31	19.10	20.02	20.82	21.82	22.65	
	2025-2026	19.23	20.06	21.02	21.86	22.91	23.78	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Food Service Worker</b>	2024-2025	18.31	19.10	20.02	20.82	21.82	22.65	
	2025-2026	19.23	20.06	21.02	21.86	22.91	23.78	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Office Support</b>	2024-2025	18.31	19.10	20.02	20.82	21.82	22.65	
	2025-2026	19.23	20.06	21.02	21.86	22.91	23.78	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Secretary</b>	2024-2025	21.08	21.93	22.80	23.65	24.50	25.41	
	2025-2026	22.13	23.03	23.94	24.83	25.73	26.68	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Custodian</b>	2024-2025	21.08	21.93	22.80	23.65	24.50	25.41	
	2025-2026	22.13	23.03	23.94	24.83	25.73	26.68	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Head Cook</b>	2024-2025	21.61	22.60	23.47	23.87	25.30	26.20	
	2025-2026	22.69	23.73	24.64	25.06	26.57	27.51	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Assistant Cook</b>	2024-2025	18.45	19.31	20.20	21.10	22.00	22.79	
	2025-2026	19.37	20.28	21.21	22.16	23.10	23.93	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD
<b>Education Support Specialist</b>	2024-2025	22.00	23.11	24.22	25.48	26.72	27.82	
	2025-2026	23.10	24.27	25.43	26.75	28.06	29.21	5% increase from 2024/2025 SY
	2026-2027							2.5% + IPD
	2027-2028							1.5% + IPD

**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:**

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

