

MEMORANDUM OF UNDERSTANDING  
to the  
Agreement  
by and between  
HIGHLINE PUBLIC SCHOOLS NO. 401  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS,  
LOCAL UNION NO.763

(Representing Building Maintenance, Bus Drivers, Bus Monitors, Nutrition Services, Custodial Services, Grounds Maintenance, Vehicle Maintenance, Warehouse and Delivery and Driver Trainers)  
(Teamsters II)

September 01, 2016 through August 31, 2019  
(Extended through August 31, 2022)

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This Memorandum of Agreement is supplemental to the 2016-2019 Collective Bargaining Agreement between Highline Public Schools No. 401 (the "District") and the unit of Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 representing District employees in the job classifications of building maintenance, bus drivers, bus monitors, nutrition services, custodial services, grounds maintenance, vehicle maintenance, warehouse and delivery and driver trainers ("Teamsters II").

***RE: Extension Agreement of the 2016-2019 Collective Bargaining Agreement (CBA)***

The Employer and the Union are in agreement to extend all terms and conditions of the 2016-2019 Collective Bargaining Agreement until August 31, 2022 under the following conditions.

Effective September 1, 2019, the following Articles and Section will be modified and incorporated into the terms and conditions of the extended 2016-2019 CBA.

**ARTICLE IX**

**LEAVES**

**PREAMBLE** The District and the Union mutually agree that Article IX shall be interpreted to include Paid Sick Leave rights to all eligible employees at a minimum as established by the Washington State Legislature pursuant to RCW 49.46.210 and Washington State Paid Family Leave as established by the Washington State Legislature pursuant to RCW 50A.04.

## ARTICLE XII

### INSURANCE AND RETIREMENT

**PREAMBLE** The District and the Union agree Article XII, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar State wide jurisdictions. Effective January 1, 2020 Sections 12.1 through 12.3.1 and 12.7 will be considered as deleted from Article XII and replaced by the applicable requirements under SEBB.

## ARTICLE XIV

### UNION MEMBERSHIP AND CHECKOFF

**Section 14.1.** The District shall provide the Union the names, addresses and hire dates of all new hires within thirty (30) days of their start date, and in addition, the Employer shall notify the Union of all terminations. The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreed to times to provide Union Membership information. New employees, if they choose to participate shall participate on the District's time.

**Section 14.3. Union Notification.** The District shall provide the Union with the following information regarding new hires in a timely manner:

Name, home address, Social Security number and telephone number of the newly hired employee:

Date employee was hired; and

Job Classification and wage rate of newly hired employee

**Section 14.4. Check-off.** The District shall deduct current and delinquent Union dues, initiation fees, and/or service charges as determined by the Union from the pay of any employee who has applied for membership in the Union and/or are members of the Union and have authorized such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Local Union on a monthly basis.

**Section 14.5.** The Union shall defend, indemnify and hold the District harmless against damage awards arising from any and all claims, orders, suits or other legal orders or judgments brought or issued against the District which may arise out of or by reason of action taken by the District in complying with Article XIV. The Union agrees to refund to the District the amount paid to it in error on account of the check-off provision.

**Section 14.6 D.R.I.V.E.** - The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a monthly basis for each month worked. The phrase "month worked" for purposes of this provision shall include any month in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the District annually for the District's actual cost for the expenses incurred in administering the monthly payroll deduction plan. The Union shall indemnify and save the District harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of making any deductions pursuant to this provision. The Union agrees to hold DRIVE open enrollment throughout the year ending the month of February. DRIVE authorization cards received by the Union by the end of February will be submitted by the Union to DRIVE the first business week of March for processing with DRIVE. The District will process all DRIVE contribution authorizations received from DRIVE by April 10<sup>th</sup>.

## ARTICLE XVII

### **SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.2.1.** Effective each September 1<sup>st</sup> of this Agreement, the District shall apply to all classifications contained in Appendix A through G a hourly increase equal to the percentage change in the Consumer Price Index but in no case shall the increase be less than the percentage change in the Implicit Price Deflator (IPD) as funded by the State Legislature in accordance with RCW 28A.400.205. The index used shall be for the period December to December on Seattle-Tacoma-Bellevue area Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100%) as published by the U.S. Bureau of Labor Statistics.

**Section 17.2.1.1.** Effective September 1, 2019, the hourly rates of pay in all classifications contained in Appendix A through G shall be increased by four point seven percent (4.7%), which is inclusive of the December 2017 to December 2018 Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-W) indicated above.

**Section 17.15. Classification Compensation Study:** During the 2020-2021 school year prior to April 1, 2021 the District and the Union will meet and work collaboratively to ascertain the average of the annual value of the hourly wages, vacations, holidays, personal leave and sick leave based on an eight (8) hour per day employee (2080 hours and 1440 hours) with substantially similar years of service as contained in the Steps 1 through 5 of Salary Schedule A to this Agreement. The District and the Union agree the market study shall include the following School Districts as historically used between the parties, Bellevue, Federal Way, Edmonds, Kent, Lake Washington, Mukilteo, Northshore, Renton, Shoreline, and Issaquah. In addition to the School Districts historically used, the District and Union may also review and use the same market data from the following School Districts, Auburn, and Clover Park.

**Section 17.15.1.** The District and the Union mutually agree the compensation data generated shall be used by the parties for a wage opener to occur as soon as reasonably practicable during the balance of the 2020-2021 school year and summer break if necessary for additional wage increases to classifications and steps within those classifications as contained in Salary Schedule A to this Agreement. To the extent the parties agree to an increase, the increases will be effective September 1, 2021 and shall be in addition to those increases provided for in Section 17.2.1.

**ARTICLE XIX**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 19.1.** The term of this Agreement shall be September 1, 2019 through August 31, 2022.

**Section 19.2.** Either party shall give written notice of their desire to open this Agreement not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to August 31, 2022.

PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

Highline Public Schools

By Scott A. Sullivan  
Scott A. Sullivan  
Secretary-Treasurer

By Steve Grubb  
Steve Grubb, Ed.D.  
Chief Talent Officer

Date 8-1-19

Date 7-24-19