

## **LETTER OF UNDERSTANDING**

by and between

HIGHLINE PUBLIC SCHOOLS NO. 401

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS,  
LOCAL UNION NO. 763

Representing Instructional Support Staff, Administrative Support Staff  
(Teamsters III)

September 1, 2018 – August 31, 2021

### **FLEXIBLE DUTIES AND TEMPORARY REASSIGNMENTS**

When operating in a model of fully remote or hybrid distance learning, the District is committed to making work opportunities available to all T-III employees at their current regular hours for the 2020-2021 school year. However, should the District decide to switch to a hybrid distance learning model they will bargain any impacts with the Union.

To do so, the Union and District agree that an employee may be given flexible duties or may be temporarily reassigned duties outside the employee's regular job description but within the bargaining unit, if this work is needed to best meet the needs of the District and avoid, if possible, any layoff or reductions in hours of the T3 bargaining unit related to covid-19 impacts. An employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and equipped to perform. The assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee.

- Flexible duties include duties within an employees' regular job classification (instructional or administrative) and duties that are scheduled to fulfill hours requirements and/or the needs of the District.
- Temporary reassignment includes duties to be scheduled for the duration of a model (fully remote or hybrid), to retain current workforce numbers.

While performing flexible duties, the employee shall be paid the employee's regular wages and benefits that the employee would receive from the employee's regular assignment.

If the employee is offered and accepts a temporary reassignment to a different position, during the duration of that assignment, the employee will be paid at the higher rate of pay between their regular assignment and the temporary reassignment. In making temporary assignments, the impact of this assignment may not result in displacing any other employee performing services within their regular job description.

Temporary assignments may, with advance notice to the Union, include a reassignment of employees (a) to work within the jurisdiction of another Teamster bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit.

The temporarily reassigned employee shall return to their regular assignment at the close of the model for which they are being reassigned, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit. The temporarily reassigned employee will accrue seniority under their normal assignment.

This provision applies exclusively to the assignments and job duties within the T-III bargaining unit unless agreed to by other bargaining units. Employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

The Union understands that the District's commitment regarding maintaining employees' hours through the 2020-21 school year is based on the District's present understanding of funding and student enrollment. Should the District experience a significant reduction in funding sources impacting employee salaries, the relevant provisions of the collective bargaining agreement will apply.

**SAFETY PROTOCOLS & OFFICE PROCEDURES**

The District acknowledges the concern of the Union membership regarding the existence and implementation of safety protocols and procedures in response to the covid-19 pandemic. The District maintains committed to working with Union leadership, and operations teams, under the guidance of the Centers for Disease Control & Prevention, the Washington Department of Public Health and OSPI to be create responsive protocols and procedures to ensure staff and student health and normal business operations to every extent possible.

This includes (but is not limited to): regular District communication, mandatory informative trainings, access to personal protective equipment (PPE) such as masks and cleaning agents, and the installation of safety equipment such as signage, (plexi) glass barriers in high-traffic public spaces and hand sanitizer stations.

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

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

Date 10-14-20

Highline Public Schools

S. Enfield  
Susan Enfield  
Superintendent

Date September 29, 2020