

Agreement
By and Between



HIGHLINE
PUBLIC SCHOOLS

Highline Public Schools

And



Public, Professional & Office-
Clerical Employees and Drivers
Local Union No. 763

(Representing Instructional and Administrative Support Employees)
(Teamsters III)

September 1, 2021 - August 31, 2024

**COLLECTIVE BARGAINING AGREEMENT
 BETWEEN
 HIGHLINE PUBLIC SCHOOLS
 DISTRICT NO. 401
 AND
 TEAMSTERS LOCAL UNION NO. 763**

September 1, 2021 - August 31, 2024

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DECLARATION OF PRINCIPLES

1. The administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
2. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

PREAMBLE

This Agreement is made and entered into between Highline School District (hereinafter "District" and/or "Employer") and PUBLIC PROFESSIONAL & OFFICE CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"). In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The Employer recognizes the Union as the exclusive bargaining representative for all individuals employed with the District as classified employees in the following general job classifications: Instructional Support Staff, and Administrative Support Staff, (for specific positions refer to the Schedule A-1). It is understood that the following positions are exempt from union representation: Administrative Assistant I; Administrative Assistant II; Executive Assistant I; Executive Assistant II; Executive Assistant to Superintendent; Secretaries to central office personnel who are members of the Superintendent's Cabinet; all confidential employees, and Secretaries to central office personnel who are members of the District's negotiation team; Programmer Analyst; notwithstanding the above, the total number of confidential employees to be excluded shall not exceed twenty (20). It is further agreed that temporary or substitute employees not covered by Section 1.4 are excluded from this Agreement. The District shall provide the Union with the names of the above confidential employees by October 1 of each year. The list will be updated if need be.

Section 1.2. Definitions

Annual Employees: Annual employees shall be those employees who return to the same job year after year for a length of time determined by the needs of their respective positions other than substitutes.

Annual Full-Time Employees: Annual Full-time employees shall be those annual employees who are scheduled to work forty (40) hours per week for twelve (12) months each year.

Annual Less Than Full-Time Employees: Annual less than full-time employees shall be those annual employees who are scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per year.

A Unit: For the purpose of calculating sick leave, holiday pay, bereavement leave, or any other approved leave, a unit shall consist of the number of hours normally worked per day.

Full-Time Equivalent Employee: A two thousand eighty (2,080) hours per year employee (includes holidays and vacation days).

Longevity: The total years of service an employee has been employed by the Employer, regardless of general job classification within the bargaining unit.

General Job Classification: The category of the classified work, to include instructional support or administrative support and being further categorized by position group.

Position Group: The subcategory of classified work, including paraeducator and specialist positions as within instructional general job classification, and office support and technician positions as within administrative general job classification.

Position: The specific job name or title (and associated job description) determined for each position within the bargaining unit.

Pay Level: The location on the salary schedule, identifying the wage range for each position within the bargaining unit

Seniority Date: The date an employee is hired into a general job classification within the bargaining unit.

Temporary Assignments: Additional hours of bargaining unit work of a temporary nature and a pre-determined duration lasting at least twenty (20) working days which are made available to a bargaining unit member shall cause the member's benefit level to be adjusted to reflect any increase in full-time equivalency provided the work performed is similar in nature and paid at the same rate as the member's regular scheduled position.

Substitute Employee: An employee filling a position of a current employee on any leave of absence or filling a position between the time a position is vacated and the position is posted and subsequently filled.

Section 1.3. The District will provide the Union and applicable employees subject to this Agreement with position descriptions and such amendments, changes, and additions to position descriptions as may occur. Position descriptions shall include the number of workdays per year the employee can reasonably be expected to work.

Section 1.3.1. All employees will have reasonable assurance of continued employment, unless otherwise notified by the District. The District shall notify the employees covered by this Agreement no later than August 15, if the position the employee(s) holds is not available at his/her existing school or building for the upcoming school year. Article 10 shall apply.

Section 1.4. Substitutes It is understood that substitutes who have worked thirty (30) or more days in bargaining unit positions in any twelve (12) month period and who continue to be available for employment are included in the bargaining unit. Upon accumulating thirty (30) working days in a position and thereafter as long as the service in that position is continuous, the employee shall be paid the Step 1 wage rate on Schedule A-1. Substitutes who work for the District for ninety (90) cumulative days within one school year, shall receive the Step 1 wage rate on schedule A-1 of the appropriate level for all hours worked for the remainder of the school year. Except for Schedule A-1, such substitutes shall not be covered by any other term or condition of this Agreement.

Section 1.5. Outside agency employees or non-bargaining unit employee(s) shall be allowed to work within the District doing bargaining unit work, provided there is a posted regular or substitute position unfilled or the Union has been notified of the approximate duration and the basis thereof.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Neither this Agreement nor the act of meeting and negotiating will be construed to be a delegation to others of the policy-making authority of the Employer Board, which authority the Employer Board specifically reserves unto itself. The management of the Employer and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with Employer Board Policy or administrative procedures. Management officials retain the right to do the following:

- A. Direct employees covered by this Agreement.
- B. Hire, retain, promote, demote and assign employees of the unit.
- C. Suspend or discharge employees of the unit for just cause.
- D. Relieve employees from duty because of lack of work or other legitimate reason.
- E. Determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to sub-contract work, and to designate the work to be performed by the employer or others and the places and the manner in which it is to be performed.

Section 2.2. The District will consult with representatives of the Union prior to sub-contracting that would affect the positions of current employee(s).

Section 2.3. The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations, due regard and consideration shall be given to the rights of the Union and the employees and to the obligations imposed by this Agreement.

Section 2.4. The Employer and the Union acknowledge that their agreements are fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this Agreement, except as provided for in Article XIX of this Agreement (reopeners).

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. It is agreed that the employees in the unit defined herein will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and lawfully assist the Union. The employer will not interfere with, restrain, or coerce employees subject to this Agreement in the exercise of their rights guaranteed by law.

Section 3.2. Each employee will have the right to bring job related matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District as stipulated in Article XV of this Agreement (Grievance Procedure).

Section 3.3. The District will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorable-discharged veteran or military status, sex, sexual orientation, including gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use of trained guide or service animal by a person with a disability.

Section 3.4. The parties agree to recognize that the assignment of nursing staff must be accomplished in a manner to ensure the ability to meet student medical needs. Prior to making yearly geographical area work assignments, the District will seek nurse input on geographic location (north, south) preference. If there are more nurses seeking a geographic assignment than positions available within that area, the District will assign based on seniority. However, employees assigned to a particular geographic area must have the ability to perform the required medical treatments for the students in that area. The District reserves the right to reassign staff, if necessary, in order to meet student treatment needs.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1. The Union has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern, either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit defined in Article I, Section 1.1.

Section 4.2. The Union is, at the request of an employee, entitled to have an observer at hearings as provided for in Article XV (Grievance Procedure).

Section 4.3. The District, as part of the general orientation of each new employee within the unit subject to this Agreement, shall provide such employees with a copy of this Agreement and a new member packet as approved by the District, both to be furnished to the District by the Union.

The District shall provide a Local 763 business representative, or designee, no less than a half hour at the beginning of the New Employee Orientation Program (NEOP) the opportunity to engage new employees.

Section 4.4. The Employer may grant District approved time off for the designee(s) of the Union to attend Local Union State and/or National meetings of the Union. During such time, seniority shall continue to accrue.

The Employer will grant employees elected or appointed to a full time position of the Union a leave without pay or fringe benefits. Seniority shall continue to accrue for such time as elected or appointed.

Section 4.4.1. The District shall allow up to seven (7) members of the bargaining unit to be on the negotiation committee with two alternates and shall release them from their duties for the hours and days the District and Union have bargaining scheduled. These employees shall not suffer a loss of pay.

Section 4.5. The Employer will provide monthly, to the Secretary-Treasurer of the Teamsters Local Union No. 763, the names of employees in the unit who have had dues deducted and substitute employees who have been in the bargaining unit for thirty (30) cumulative working days. On or before the first of each month during the term of this Agreement, the Employer shall provide the Secretary-Treasurer of the Teamsters Local Union No. 763, with the following information regarding each employee in the bargaining unit: name, address, position assignment, daily and annual hours, rate of pay, hire date. Such information shall be supplemented and revised monthly as changes occur.

Section 4.6. Representatives of the Union, after checking in at the appropriate office shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the normal flow of work. Such conferences shall occur before or after the normal work shift, or during the normal breaks.

Section 4.7. Bulletin Boards The District will provide a bulletin board space in each school or other major work location for the use of the Union. The bulletins posted by the Union shall be limited to official business of the Union and are the responsibility of the officials of the Union. There shall be no posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.7.1. The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose will rest with the individual who posted such notices.

Section 4.7.2. The Employer reserves the right to withhold the use of space for posting bulletins not relating to Union rights under the terms of this Agreement or applicable statutes or regulations where, in the Employer's judgment, such bulletins or posted information is not in the best interest of the District.

Section 4.8. School Year Calendar The Union shall be given an opportunity to provide input regarding the school year calendar.

Section 4.8.1. Work Year Calendar The District and the Union have agreed the work year calendar that affects this bargaining unit shall be established through a collaborative process.

Section 4.9. Site-Based Decision Making If site-based decision making is established in a site with members of this bargaining unit, and, the scope of such includes decisions involving wages, hours, and working conditions of bargaining unit members, such decisions will be reviewed by the Union and District and shall, if mandatory, be subject to negotiations.

Section 4.10. Shop Stewards The Union may have a Shop Steward or Stewards who shall be a regular employee and shall perform his/her regular duties as such but shall be the Union representative on the job. In the absence of the Shop Steward, an assistant shall perform the duties of Shop Steward. Neither the Shop Steward nor his/her assistant shall be discriminated against for their actions as Union representatives. The function of the Shop Steward shall be to report to the Business Agent, meet with the Employer and employees to investigate and resolve grievances, attend Labor/Management, and Safety Committee Meetings and any other meetings the District and Union collaboratively agree to attend. The Business Agent shall be the only one to take up with the Employer or his/her representative any violation of this Agreement that reaches STEP 2 of the grievance procedure or to negotiate any changes to this Agreement. Under no circumstances shall there be any interference with the orderly processes of the Employer during working hours.

Shop Stewards will be granted a reasonable amount of District approved time off for the performance of their duties.

Section 4.11. The District will provide employees job specific training opportunities as collaboratively developed by Human Resources and the Labor Management Committee to meet student needs and employee safety needs. Furthermore, the District is committed to provide a safe and secure work environment.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to meet at reasonable times; to confer and negotiate in good faith; and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions.

Section 5.2. It is understood and agreed that matters appropriate for collective negotiations include the grievance procedure and personnel matters, including wages, hours and working conditions; except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession.

Section 5.3. It is recognized that representatives of the Union may confer with representatives of the District regarding matters concerning changes in benefits and working conditions not covered by this Agreement as provided for in Section 6.1 of this Agreement.

ARTICLE VI

LABOR MANAGEMENT COMMITTEE

Section 6.1. The Superintendent and/or designee(s) and the Secretary-Treasurer and/or designee(s) shall meet at mutually agreeable times during the scheduled workday and mutually agreeable locations to discuss matters of concern and/or disciplinary matters. When possible, agenda items will be exchanged prior to the meeting.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. The regular workweek shall generally consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.1.1. In the event the District requests and receives waiver day(s) from the State that results in less than one hundred and eighty (180) workdays for less than twelve (12) month employees, the District agrees to provide said employees training and/or work opportunities to make up for the lost workdays(s).

Section 7.2. Each employee shall be assigned to a definite and regular shift and workweek which shall not be changed without written reasonable prior notice to the employee.

Section 7.2.1. Additional work (work which is defined as Temporary Assignment, Section 1.2) shall be assigned by availability, seniority and by qualification within each school or work site. Qualification shall be defined as work within the job description. (reference point 10.9.3)

Extra service work opportunities (work which is defined as less than Temporary Assignment) Extra service work opportunities will be offered in a manner that is least impactful to the student environment. Seniority shall be considered along with operational impacts.

Section 7.3. The regular workday for full-time employees will be eight (8) hours excluding lunch period. A minimum of one-half (1/2) hour unpaid will be provided for a lunch period at mid-shift and a fifteen (15) minute first half paid rest period and a fifteen (15) minute second half paid rest period will be provided as near the middle of each half shift as is practicable. However, lunch and rest periods may be adjusted to fit the needs of the District and/or the employee upon mutual agreement, consistent with State and Federal Law.

Section 7.3.1. The regular work day for paraeducators shall be seven (7) paid hours in a day.

Section 7.3.2. The District may request an employee, upon mutual agreement, to forego their lunch period during their shift. In this event or in an emergency, they shall be compensated that time at the appropriate overtime rate.

Section 7.4. Regular part-time employees who are scheduled to work a block of time consisting of at least three (3) consecutive hours will be granted a paid fifteen (15) minute rest period. Regular part-time employees who work at least five (5) consecutive hours will receive a thirty (30) minute unpaid lunch period. The District shall not schedule the workday in such a manner to circumvent the right to a paid fifteen (15) minute break; however employees who apply for and are awarded positions on a split shift must be looked at as having two (2) separate shifts.

Section 7.4.1. The District shall ensure that staffing is provided sufficient to allow employees to take a contractually required breaks and meal periods.

Section 7.4.2. Split Shift: A work period divided into two (2) parts that are separated by an interval longer than forty-five (45) minutes. If there is a period of fifteen (15) minutes or less between regular assignments (which do not include the contractual break or lunch periods) the base hourly rate of pay shall continue uninterrupted.

Section 7.4.3. The Parties agree the shifts for paraeducators shall be created in such a manner to provide work in the following priority order:

1. the maximum amount of full-time employment first,
2. split shifts,
3. part-time employment in such a manner to meet the needs of students and operational efficiency.

The schedules shall be subject to review, upon request from the District, Principal/Administrator or Union, by the Labor Management Committee (LMC), the LMC shall consist of a designee of the District, a designee of the Union, a designee from the school/facility in question and a representative of the bargaining unit of said school/facility. Nothing herein shall prevent an employee from accepting work which does not meet the criteria of Section 7.4.2 on a case by case basis (i.e. an employee or future employee accepts the crossing guard position which would be a split shift for a total of 1-hour a day. This example is not all encompassing of split shifts)

Any disputes amongst the members of the LMC shall be subject to Article 15.

Section 7.5. Based on Labor Management Committee discussions, the District shall also provide funding to schools exceeding normal operations based on, but not limited to, student population, programs, and new construction.

Section 7.6. Employees assigned by the Supervisor to work a shift regularly filled by an employee of a higher pay level shall receive commensurate compensation beginning with the third (3rd) consecutive work day of such assignment. Employees shall be paid the substitute wage or their regular wage; whichever is higher, for the first and second day of such assignment.

Section 7.7. In the event of an unusual school closure due to inclement weather, employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio or television station broadcasts at least thirty (30) minutes prior to the beginning of the shift.

Section 7.7.1. Employees who are not notified of an unusual school closure as provided for in Section 7.7, and who report to work, but do not complete their regular shift will be compensated for the hours actually worked plus two (2) additional hours; provided, however, that no employee shall receive compensation for such an incomplete shift in an amount greater than that payable had they completed their normal shift.

Section 7.8. Overtime In the assignment of overtime within the building or department, the District agrees to provide the employee with as much advance notice as practicable under the circumstances, with the understanding said employee may exercise their seniority right of first refusal.

Section 7.8.1. In order for employees to be eligible for the overtime rate of pay in a week, employees must be compensated for forty (40) hours at the base rate of pay. All hours compensated in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the employee's base pay. All hours worked on the seventh (7th) consecutive day during the same workweek in excess of forty-eight (48) hours will be compensated at the rate of two (2) times the employee's base pay. Employees required to work overtime on Sunday shall be compensated at the rate of two (2) times the employee's base pay. Employees who elect to participate in training opportunities on weekends are not eligible for the appropriate overtime rate of pay. Overtime hours shall be paid as earned and may not be accumulated as compensatory time.

Section 7.8.2. Written pre-approval for overtime by a building or department supervisor and budget authority is required, except in the case of emergency, when the building or department Supervisor and budget authority will authorize the overtime or work with the employee to flex their schedule. No employee will be required to work overtime without compensation.

Section 7.8.3. Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday shall receive no less than two (2) hours at the appropriate rate.

The District, where applicable to job duties, and upon mutual agreement, shall allow employees to flex their hours temporarily to achieve the highest quality job performance.

Section 7.9. Employees who feel they do not have sufficient passing time between assignments shall meet with their supervisor to determine a workable plan.

Section 7.10. Shift Dismissal All employees represented by the Union shall be at their places of assignment except in the following circumstances:

1. During the employee's approved vacation period;
2. During authorized holidays provided the employee is not required to be at the regular place of duty;
3. During authorized leave;
4. During periods when all School District offices are closed due to an emergency condition, except as provided for in Section 7.7 above;
5. During authorized shift dismissals.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays Employees covered by this Agreement will receive the following paid holidays that fall within their regular work schedule (excluding workshop days, specialized training days and other unscheduled workdays):

- | | |
|-------------------------------------|---------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King, Jr. Birthday | 9. Day after Thanksgiving |
| 3. Presidents' Day | 10. Day before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas |
| 6. Labor Day | 13. New Year's Eve Day |
| 7. Veterans' Day | |

Section 8.1.1. Whenever any holiday recognized within this Agreement falls on a weekend, the Employer has the option, at its discretion, to either determine another day of observance or to pay the employee the regular rate of pay as if the employee had worked the holiday. Less than full-time employees shall receive a minimum of eleven (11) units of paid holidays per year as determined by the District based upon the number of hours worked per day. Additional holiday units may be earned accordingly:

- A. One additional unit when work is performed a minimum of twenty (20) days between the last and first student days:
- B. Two additional units when work is performed a minimum of thirty-seven (37) days between the last and first student days.

Section 8.1.2. Unworked Holidays Employees covered by this Agreement who do not work on holidays recognized within this Agreement will be paid at their regular rate of pay provided that:

1. They will have reported and worked as scheduled on their last regularly scheduled working day immediately preceding the holiday.
2. They will have reported and worked as scheduled on their first regularly scheduled workday immediately following the holiday.
3. They are on an authorized leave of absence as recognized under Article IX (Leaves and Absences) that prevented attendance at the place of duty on the days before and/or after the recognized holiday.

Section 8.1.3. Employees who work on holidays will be paid for the hours worked on such a shift at one and one-half (1 ½) times their regular rate of pay in addition to the above holiday pay.

Section 8.2. Vacations

Section 8.2.1. Accrual Period Employees subject to this Agreement shall accrue hours of vacation credit, based on hours (8.2.1.2) during the period from September 1 to August 31. Such vacation credit shall be earned and used as designated in this Article.

Section 8.2.1.1. Accrual Formula The vacation credit to which an employee shall be entitled shall be computed in accordance with the following: The number of hours worked (as defined by Section 8.2.1.2) during the accrual period (as defined in Section 8.2.1) divided by the employee vacation accrual factor (as defined below) for years of continuous service within the District.

Vacation Accrual Factor

Through the 5th year of service	26.00
During the 6th year of service	23.63
During the 7th year of service	21.66
During the 8th year of service	20.00
During the 9th year of service	18.57
During the 10th year of service	17.33
During the 11th year of service	16.25
During the 12th year of service	15.29
During the 13th year of service	14.44
During the 14th year of service	13.68
During the 15th through 19th years of service	13.00
During the 20th and subsequent years of service	10.40

Section 8.2.1.2. Hours Worked Factor All hours for which an employee is paid at the regular rate will be counted as hours worked in the computation of credit. For every paid regular workday from which an employee is absent on discretionary leave of less than ten (10) days per year or on compensated leave, including but not limited to, sick leave, bereavement leave, paternity leave, judicial leave, emergency leave, or due to a holiday or vacation, the hours of the employee's normal work shift shall be credited as if worked.

Section 8.2.1.3. As an employee uses vacation time, such hours taken shall be deducted from the employee's accrued vacation credit.

Section 8.2.1.4. Twelve Month Employees Vacation Use: Any vacation hours currently due to twelve (12) month employees, but unused by the new accrual date each year may be carried over from year to year up to a maximum of thirty-five (35) days. No vacation may be carried over for more than one (1) year beyond the date on which it became due. Leave in excess of thirty-five (35) days must be used on or before August 31st; however, exceptions may be made if the employee can show that requests for leave were denied without alternative dates being offered by management. August vacations must be scheduled and forwarded to Human Resources prior to August 15th; accrued vacation in excess of thirty-five (35) days as of August 15th (unless scheduled during August 16 – 31) will be lost.

Section 8.2.2. Twelve Month Employees: Vacations should be scheduled during the school summer vacation period; however, vacations during the school year may be granted for reasonable requests by seniority, and with approval of the department supervisor.

Section 8.2.3. Less than Twelve Month Employees: Employees who work less than twelve (12) months per year shall receive payment for all accrued vacation with their June paycheck. However, employees may request, as an exception to policy, pay for accrued vacation during the period December 1st – 10th and/or during the period April 1st – 10th. In addition, in unusual and unforeseen emergency situations, employees may request the use of accrued vacation during the school year; these requests must be supported by the building administrator and forwarded to Human Resources for consideration.

Section 8.2.4. Vacation Scheduling The immediate Supervisor shall grant requests for vacation for twelve (12) month employees, not to exceed the amount of vacation accrued by the employee, based upon District workload and seniority of requesting employees.

ARTICLE IX

LEAVES AND ABSENCES

Section 9.1. Sick Leave: An employee may be eligible to accrue a maximum of ninety-six (96) hours of leave in any given year. Sick leave will be accrued on a prorated basis and may be used for personal illness, injury, disability, pregnancy, miscarriage, abortion, childbirth and care for an employee's parents, grandparents, spouse, domestic partner, or for care of a child of the employee under the age of eighteen with a health condition that requires treatment or supervision (or a child whom the employee has under legal guardianship). All deductions of sick leave shall be on a quarter hour basis as it relates to the employee's absence. Unused sick leave shall accumulate to the maximum allowed by law. Employees may use sick leave to attend dentist or doctor appointments only when such cannot be scheduled outside the workday. Sick leave will not accrue or be paid during any period of unapproved absence. Should the employee leave school district employment having used more sick leave than earned, a deduction will be made from the employee's final paycheck.

Section 9.1.1. Sick leave shall be accrued based on the total number of base contract hours awarded during any given contract year and will be front-loaded as follows:

- Twelve (12) month employees shall receive a maximum of forty-eight (48) hours in the September paycheck and the remaining sick leave balance in the February paycheck each school year.
- Less than twelve (12) month employees shall receive a maximum of forty (40) hours in the September paycheck and the remaining sick leave balance in the February paycheck each school year. Employees working nine (9), ten (10), or eleven (11) month calendars may be eligible to accrue up to an additional eight (8) hours per month. Such accruals will be based on the hours worked within each extended month beyond their normal calendar year.

Employees hired after September 1st of any given year shall receive a prorated amount of sick leave hours based on their date of hire and the accrual period remaining.

Section 9.1.2. Transfer Of Accumulated Sick Leave Pursuant to RCW 28A.400.300(i), as now or hereafter amended, accumulated sick leave shall be transferred to and from one Washington District to another.

Section 9.1.3. Industrial Insurance In the event an employee is absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn if eligible for sick leave. Those employees who do not have accumulative sick leave will receive only those benefits for which they are eligible from the Department of Labor and Industries. If eligible, a deduction shall be made from the employee's accumulative sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.4. Definition Of Disability Disability means a physical or mental impairment that substantially limits one (1) or more major life activity that limits the employee's ability to perform his/her essential functions of the job with or without accommodation.

Section 9.1.5. Medical Certification: Employees shall notify their immediate supervisor and Executive Director of Human Resources or designee of their request for a health or personal leave of absence. If possible, such notification should be made thirty (30) calendar days prior to the proposed start date. Where a planned absence is expected to last five (5) days or longer, the District may require, medical certification giving dates (or approximate dates) upon which the absence will begin and end. Prior to returning to work employees are required to provide certification indicating that the employee is released to return to work. Employees who are absent from work must notify their immediate supervisor or designee of their intent at least one (1) day prior to their scheduled return to work.

Section 9.1.6. Proof Of Disability: The District reserves the right to request a physician's certificate as proof of disability. For disabilities that extend beyond four (4) weeks in time, the District, at its option and its expense, may require an independent medical examination of the employee by a physician selected by the District. The request for independent medical examination shall be tailored to the specific disability as it relates to the essential functions of the position.

Section 9.1.7. Disability Leave: Employees that do not qualify for the Family Medical Leave Act (FMLA) or Washington Family Care Act (WFCA), may submit a written request with medical certification to the Executive Director of Human Resources, or designee, for a personal disability leave up to a maximum of seventy-five (75) calendar days for disability arising out of personal illness, injury, pregnancy, miscarriage, abortion, childbirth, and/or recovery. Such leave shall be without pay or other benefits. An employee who utilizes leave under this section shall be allowed to return to work pursuant to section 9.3.1 and 9.4. The employee utilizing leave under this section, shall, upon expiration thereof, be eligible to apply for extended leave pursuant to Section 9.3.2.

Section 9.1.8. Leave Share: Under the Washington State Leave Share program, in accordance with RCW 41.04.660, employees may be eligible to apply for leave share if suffering from, or has a household member(s) suffering from an extraordinary or severe illness, injury, impairment, or physical or medical condition, or who has been called to service in the uniformed services which may result in the employee taking leave without pay or terminate employment. Eligible employees must have exhausted all available leave for shared leave to be applied. To determine eligibility, employees should contact Human Resources.

Section 9.1.9. Family Medical Leave Act: Highline School District will follow the federal and state requirements for leave provided under FMLA for eligible employees. Employees must have worked a minimum of twelve hundred and fifty (1250) hours over the previous twelve (12) months to meet eligibility criteria. Employees shall be required to use all applicable paid illness and injury time available. Qualifying reasons for using FMLA include the following as defined by federal law:

- A. To care for a newborn or adopted child of the employee who is under the age of eighteen (18) at the time of placement for adoption, or a newly fostered child within the first twelve (12) months of the child's birth or placement; or
- B. To care for a spouse, domestic partner, parent or child of the employee who has a serious health condition; or
- C. For a serious health condition if it renders the employee unable to perform the essential functions of his/her position; or
- D. If the district employs both parents of the newborn or newly adopted child, they shall be entitled to a total of twelve (12) weeks between the two (2) of them.

Section 9.2. Bereavement Leave The District shall provide up to four (4) days of compensated bereavement leave at or near the time of death in the immediate family. The immediate family includes: staff members (step) mother, (step) father, (step) son, (step) daughter, spouse, domestic partner, (step) brother, (step) sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece, nephew, aunt, uncle, fiancé or fiancée and anyone residing with the employee. In the event additional leave is required, the employee may use sick leave (if available) or unpaid leave with the approval of the Director of Human Resource.

Section 9.3. Unpaid Personal Leave and Notice Employees shall notify their immediate Supervisor and the Executive Director of Human Resources or designee in writing of their request for an unpaid personal leave of absence. The District may grant an employee a personal leave of absence for up to one (1) year for compelling personal reasons. Granting of such leaves shall be at the discretion of the District, and an employee's request for personal leave may be granted or rejected in whole or in part by the District. The District shall provide a written response as to the reason for the denial within ten (10) business days of receipt of the request by Human Resources. Personal leave will be without compensation or the accrual of any benefits, however seniority shall continue to accrue.

Section 9.3.1. Unpaid Personal Leave, Return To Service An employee who has been granted unpaid personal leave shall be considered for return to service during the period of the leave after giving due notice to the Executive Director of Human Resources or designee. Employees returning from unpaid leave granted under Section 9.3 in excess of fifty (50) work days may not necessarily be assigned to the identical position occupied before the leave; however, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the leave became effective.

Section 9.3.2. Unpaid Personal Leave Extension The Employer may at its discretion extend a personal leave for an additional consecutive twelve months upon written request by the employee.

Section 9.4 Paid Leave Employees returning from any paid leave of absence under this Article, unless otherwise specified, will retain accrued but unused sick leave, vested vacation rights, and seniority rights while on leave. Employees returning from a paid leave in excess of fifty (50) work days may not necessarily be assigned to the identical position occupied before the leave; however, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the leave became effective.

Section 9.5. New Parent Leave An employee, not eligible for FMLA, PFML or WFCA, shall be able to use sick leave in accordance with the law to care for the birth or adoption of a child..

Section 9.6 Adoption Adoption leave shall be granted with pay (from sick leave) on a temporary basis, upon application to the Executive Director of Human Resources or designee, to either or both parents, in order to complete the adoption process, providing such leave does not exceed an aggregate of one (1) day in any given year. Such leave may be used for court and legal procedures, home study and evaluation and required home visitations by the adoption agency. The District shall grant an adoptive parent or a stepparent, at the time of birth or initial placement for adoption of a child under the age of six (6), the same leave under the same terms as it grants to biological parents.

Section 9.7. Judicial Leave In the event an employee is summoned to serve as a juror, or is subpoenaed to appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The jury duty fee or witness fee received by the employee shall be retained by the employee. Money paid as a travel allowance is not reimbursable to the District. If an employee is a party to the case, except as provided in this section, the employee may request a leave of absence without pay. Upon receipt of a jury summons or subpoena, the employee shall immediately notify the immediate Supervisor and the Human Resources Department. The employee shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service or as a witness.

Section 9.8. Personal Leave Each employee shall receive four (4) paid personal leave days per school year, and when used shall be deducted from the employee's sick leave. In the absence of available sick leave, the request will be denied. Personal leave may be used in the following manner and can be used in one (1) hour increments.

Section 9.8.1. Personal Leave Pre-Approval

Employees using personal leave will attempt to give at least two school days notice of the absence, when possible. Employees may use personal leave on consecutive student days with prior building administrator approval. Such pre-approval is not required for consecutive day usage on non-student days or on individual day or hourly usage.

Employees may only use a personal day in conjunction with a holiday, vacation leave or student break with building administrator approval. Upon the approval of such absence by the building administrator, the employee will remain eligible to receive holiday pay. See Section 8.1.2.

Section 9.9. Military Leave Employees will be eligible for twenty-one (21) days of paid military leave. The District will comply with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA).

Section 9.10. Assault Leave: An assault and/or battery upon a staff member or any case of verbal threat or abuse by an adult or student upon a staff member while acting within the scope of his/her employment shall be reported promptly to the employee's supervisor. Upon receipt of such report the District will investigate and initiate appropriate actions.

- A. Staff members assaulted by students while on the job and in the performance of their job functions will file an L & I claim in accordance with District Policy. The

District will authorize “administrative leave with pay” to offset the time loss not provided under an approved L & I claim (one third (1/3) day administrative leave each day) for a period of 15 additional days, not to exceed the equivalent of five (5) days pay.

- B. Students involved in an L&I qualifying physical assault and/or battery upon a staff member while acting within the scope of his/her employment will be immediately removed from the staff member’s classroom or case load until a conference has been conducted with the student, parent, certificated and classified staff and administrator to discuss the situation and reduce the likelihood of repeat occurrences.
- C. Students who threaten, are assaultive, or falsely allege misconduct on staff and/or are in possession of weapons or dangerous devices will be disciplined in accordance with School Board Policy.
- D. Staff shall be informed by administration when a student with a history of violence is assigned to their work site. This notification must be in compliance with all state and federal law.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. The seniority of an employee within the bargaining unit shall be established as of the earliest date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as provided; provided in Section 10.4, however, that no employee's established hire date shall be altered by application of this section. The Employer shall maintain a separate seniority list for each general job classification.

Section 10.1.1. Notwithstanding the provisions of Section 10.1 above, employees who are scheduled to work one hundred eighty (180) days of school or more shall accrue one (1) year's seniority. Those employees who are scheduled to work less than one hundred eighty (180) days shall accrue that fraction of one (1) year's seniority which the days worked represent.

Section 10.2. All newly hired employees will be subject to a probationary period of not more than ninety (90) workdays. At any time during the probationary period, the employee may be terminated. Employees who apply and are awarded a new position will be on probation in the new position for thirty (30) work days. At any time during the probationary period the employee may be returned to his/her original position. A brief written evaluation of each probationary employee shall be made midway in the probationary period indicating strengths and weaknesses, unless the employment has been terminated prior to this time. The immediate Supervisor shall be responsible for identifying suggested areas of improvement. The probationary evaluation shall be subject to the same rules as outlined for performance evaluation in Article XVII.

All employees who are required to take Work-Steps (or its equivalent) shall be reimbursed for their expense upon completion of his/her probation period, unless the District has covered the cost of Work-Steps. Current employees who have obtained seniority who are required to take Work-Steps shall have the cost covered by the Employer.

Section 10.2.1. All current employees new to a position shall have their previous position held for thirty (30) workdays. Thus, providing a timeframe for either the employee the right to return to the previously held position, and/or the District to conduct a performance evaluation. After expiration of the thirty (30) workdays, the previously held position will be filled with a permanent employee pursuant to Article 10.9.

Section 10.3. Upon completion of the probationary period, the employee will be subject to all the rights and duties contained in this Agreement retroactive to the hire date. An employee new to the District is not eligible to apply to any other position for six (6) months from date of hire. This provision may be waived by mutual agreement of the District and Union with the understanding the employees probationary period may restart upon hire of the new position if they have not completed the probationary period.

Section 10.4. The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in general job classification within the bargaining unit, as provided in Section 10.8.

Section 10.5. Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leave;
- D. Time spent in layoff status as herein provided; or
- E. Time spent as a confidential employee.

Section 10.6. Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1.

Section 10.7. District employees in a current job title may laterally transfer into an open position in the same position group and job title based on seniority. To be eligible for such lateral transfer, an employee must not be on an active performance improvement plan, have not had an “unsatisfactory” ranking in any ranking on the most recent evaluation, nor have had discipline within the last two years. The District may articulate additional specific building or program criteria necessary for that position at that job title at a particular building or program. (e.g. technical skills and additional skills and strengths).

Section 10.7.1. If the District determines that seniority rights in a lateral transfer should not govern because a junior employee possesses ability and performance greater than a senior employee(s), the District shall, upon the senior employee(s) request(s), set forth in writing to the employee(s) reasons why such employee(s) has/have been bypassed.

Section 10.7.2. In the event the bypassed senior employee wishes to have the determination to bypass reviewed by the Executive Director of Human Resources or designees and they bypassed Employee's Union Business Agent, the employee shall submit in writing to the Human Resources Office a request for a review.

Section 10.7.2.1. The response from Human Resources Such request shall state the position for which the employee was bypassed, the status of the successful applicant, and the date the employee learned of the decision.

Section 10.7.2.2. Such request shall be accompanied by the District's written reason(s) for the bypass and shall be received by the Human Resources Office within ten (10) working days of the date of the employee's receipt of the written reason(s). The Human Resources Office shall notify the Union that it has received a request for a review.

Section 10.7.2.3. Upon receipt of a request for a review, the Executive Director of Human Resources or designee, and the bypassed Employee's Union Business Agent shall review all the facts of the case to determine an appropriate final and binding remedy. Such meeting shall be scheduled within ten (10) workdays from the receipt of the request for review. The parties shall endeavor to resolve the matter within ten (10) additional workdays. In the event the District and the Union are unable to resolve the matter, the Union retains its right to adjust the dispute pursuant to Section 15 "Grievance Procedure."

Section 10.8. If no current employee in the current position job title applies for the position or no employee meets the specified criteria, the District will look at additional applicants. The District may select the most qualified person for the position from all applicants. For any position, the District may add building or program specific criteria related to district goals and student needs which will be used to evaluate employee selection for that position (technical skill or additional skills or strengths).

Section 10.9. Ability to perform overtime work assignments being equal among employees within the same position group similar positions at the same work site, the employee with the earliest seniority date shall have preferential rights regarding overtime work, work assignment within the classification, shift selection, and vacation. Loss of hours in-building or within a department will be accomplished by seniority within pay level and position where identified by budget allocations. job classification.

Section 10.10. Employees who change general job classifications within the bargaining unit shall retain listing of their seniority date for previous general job classification, for a period of two (2) years, notwithstanding that they have acquired a new seniority date in their new general job classification.

Section 10.11. The Employer shall publicize to the bargaining unit availability of open positions on the district website as soon as practicable after the Employer is apprised of the opening. During the regular school year such openings shall be posted on the district website for not less than five (5) workdays prior to filling the position. Should the open position require the use of a substitute for more than thirty (30) working days, Teamsters Local 763 shall be informed in writing. The

District must declare a position "vacant" or "open" within thirty (30) business days of when the position was vacated. "Open position" shall be defined as a new position or a position an employee leaves that the District intends to fill; provided however, should an employee's position be eliminated, that employee may accept an open position that is not posted only if such position amounts to a lateral transfer as defined in Section 10.10.1. During the summer months when regular school is not in session, such openings shall be posted on the district website for seven (7) workdays. In addition, the Employer shall publicize to the bargaining unit any openings and special postings on the Districts website. The Employer reserves the right to also publicize all openings through other channels. Position job descriptions shall include the number of workdays per year the employee can reasonably be expected to work. In the event of District budget shortfalls, which may result in lay-off, the Superintendent or designee has the right to freeze position openings. However, such positions shall not be frozen for more than six (6) months. For any position, the District may add building or program specific criteria related to district goals and student needs which will be used to evaluate employee selection for that position (technical skills or additional skills and strengths). The District and the Union recognize the importance of transparency regarding this process. The District and the Union will work together to ensure a common understanding of the District's strategic hiring process and plan.

Section 10.11.1. Bargaining unit employees shall have the first preference to fill open bargaining unit positions based on seniority, skill and ability before filling the position with an outside candidate. The District will have a streamlined hiring process for employees covered under this Agreement.

Section 10.11.2. Full-time employees will not be notified of continued employment with the District. The Employer will notify less than full-time employees, if they are not to be rehired, by August 15 of each employment year.

Section 10.11.3. Principals/supervisors may assign without posting, three (3) or less hours at the same or lower pay level, within the general job classification to an employee's existing hours. The identified employee must meet minimum qualifications for all assignments. Schedules permitting and ability and performance being equal the additional hours will be offered to the most senior eligible employee. Principals/supervisors may make minor adjustments to accommodate individual skills and ensure a working fit within the building. Employees will be paid according to the pay level for the hours they work, however; all hours will count towards benefits.

Section 10.11.4. Effective December 15th, work hours for nine (9) month classroom employees assigned to instructional support positions may not be reduced in hours for the remainder of the school year.

Section 10.12. Eliminated Position Process: Should the District decide to discontinue a position or positions, the least senior employee within the position and pay level of the affected school/building shall be the affected employee. The District will work with the Union to minimize the negative impacts of such actions. Sections 10.10.1, and 10.11 shall apply to the affected employee to retain a position.

Section 10.12.1. The District will first seek to place the affected employee in a comparable vacant position. It is understood that in order to meet the financial conditions noted above, a variety of positions may be packaged together. Efforts will be made to keep the employee in the same area of the District. If the employee accepts the offered position, the District has met its obligation to reassign. In the event the position is not accepted, the employee may be laid off or may utilize the bumping process in one of the following ways:

1. Bumping within the general job classification within school/building (example: least senior level 13 para is the affected employee who may bump the least senior level 11 para who also happens to be less in seniority to the affected level 13 para to stay within the building providing the employee has the skill and ability to perform the work with a minimal amount of training); or
2. Bumping within the position and pay level (“lateral transfer”) District wide (example: level 13 para bumps a level 13 para in another school in order to maintain his/her pay level); or
3. The employee shall be laid off.
4. The bumped employee(s) may utilize the above process for displaced employment.

Section 10.13. In the event of layoff, individuals so affected will be placed on a reemployment list by their current and/or previous general job classification, position group and pay level in order of seniority at the time of layoff. Those persons on the reemployment list shall be given priority on a seniority basis. Names shall remain on the reemployment list for a maximum of one (1) year from the date of layoff, provided the individual reapplies for retention on the reemployment list six (6) months following layoff.

Section 10.14. Employees on layoff status shall file their addresses in writing with the Human Resources office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.15. An employee shall forfeit rights to reemployment if the employee does not comply with the requirements of Sections 10.11 and 10.12, or if the employee does not respond to an offer of reemployment within ten (10) District business days.

Section 10.16. An employee on layoff status who rejects an offer of re-employment forfeits any re-employment rights.

Section 10.17. The District shall retain any written authorization for dues deductions which a laid-off employee has made pursuant to RCW 41.56, for the period such laid-off employee remains on the reemployment list required by Section 10.11. If such employee is reemployed within one (1) year by operation of reemployment provisions of this Article, and if the language of dues deduction authorization permits, such employee's written authorization for dues deduction shall remain in force and Union dues shall be deducted by the District, pursuant to Article XIV, Section 14.4 of this Agreement.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 11.1. The District shall not discipline or discharge an employee without just cause. The issue of just cause may be resolved in accordance with the grievance procedure herein provided. If the District has reason to discipline an employee, it shall be done in a manner, which will not embarrass the employee. Disciplinary action or measures by the Employer shall be limited to verbal warning; written reprimand; suspension without pay; and discharge. Depending on the severity of the misconduct, not all disciplinary actions or measures will be required. The District shall administer verbal warnings and written reprimands within ten (10) District Business days. Suspensions and terminations shall be administered within fifteen (15) District Business days. Upon receipt of a written or emailed request, the Union agrees to extend the timelines for administering suspensions or discharges in order for the District to complete an investigation. Upon completion of the investigation the District shall notify the Union the investigation is completed and will administer the disciplinary action within five (5) District Business days.

Section 11.2. Just cause for immediate suspension or discharge shall be limited to gross insubordination, under the influence of alcohol or drugs on the job, proven dishonest; discrimination in violation of District nondiscrimination and equity policies; or issues of parallel magnitude.

Section 11.3. The Employer shall give to the employees at least one (1) written warning notice, except as limited in Article 11.2. All copies of discipline shall be forwarded to the Union. Employees must petition the Human Resources Department for the removal of any specific written disciplinary action(s). Employees requesting removal of a specific document(s) will be notified of the disposition of the document(s). Except for infractions defined in WAC 181-88, notices of discipline as herein provided shall be expunged from the employee personnel files at the discretion of the Director of Human Resources one (1) year to three (3) years from the date of issuance. Disciplinary action removed from a personnel record shall be confirmed in writing to the affected employee.

Section 11.4. The parties recognize that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of an issue. To the extent possible, investigational meetings will be held during the employee's normal working day. To expedite the investigational process, the District shall notify an employee(s) of the need to conduct an investigatory meeting requiring said participation and notify the employee that he or she may request to have Union representation at an Employer's investigatory interview, unless emergency circumstances that would compromise the investigation dictate otherwise. The employee shall bear the responsibility of notifying an on duty steward or Union Representative of the meeting. The meeting may be delayed only for a reasonable period of time to allow for the presence of a Union Representative. Such delay may not extend beyond two (2) days, unless mutually agreeable to both parties. Such delay will have a corresponding adjustment of the timelines in Section 11.1. An employee may also bring a bargaining unit employee to attend the meeting as a note taker, so long providing he or she may do so immediately.

The parties also recognize that in extreme circumstances such as theft, violence, abuse or matters of such magnitude the District may take immediate action. Nothing herein shall limit employee rights under Weingarten.

Section 11.4.1. Employees exhibiting performance deficiencies will have those deficiencies identified and a reasonable plan for assistance developed for improvement in conjunction with Human Resources and the Union Business Agent or their designee. The parties will also discuss an appropriate length of time for the period for improvement. Failure to make sufficient improvement in performance may result in termination, but only after a reasonable period following identification of deficiencies, a plan of improvement with support and a notice and opportunity to improve performance. Nothing shall preclude the probationary period from being extended. If an employee demonstrates sufficient improvement in performance, he or she will be removed from the plan for improvement.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB.

Section 12.2. The District shall provide tort liability coverage for all employees subject to the Agreement.

Section 12.3. The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

Section 12.4. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 12.5. All employees subject to this Agreement shall be entitled to participate in a maximum of two (2) of the District approved Tax Sheltered Annuity Plans. On receipt of a written authorization by an employee the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 12.6. District Benefits Committee: The District Benefits Committee will meet regularly to review current and available benefit programs, and based on parameters determined by the District determine optimum insurance programs and coverage at the lowest possible costs and make well reasoned recommendations to the District. The District agrees to accept the recommendations of the District Benefits Committee provided the recommendation is supported by the majority of the committee and is within the parameters established by the District. Members of this bargaining unit shall be allowed two (2) representatives on the Committee (one (1) who is a two hundred and sixty (260) day employee and one (1) who is a less than two hundred sixty (260) day employee) who shall be appointed by the Union and who shall be employees of the

District. Participation on the District Benefits Committee shall be treated as compensated hours under this Agreement. The meetings shall be scheduled in a manner to reduce or eliminate the need for substitute employees.

Section 12.7. Western Conference of Teamsters Pension Plan: The bargaining unit may, during the term of this Agreement, as a bargaining unit, elect to participate in the Western Conference of Teamsters Pension Trust. Contributions shall be by pre-tax, consistent with Federal and State Guidelines, by payroll diversion on all Teamsters III pension eligible hours compensated and shall be uniform by bargaining unit, with the exception of vacation cash outs and non-bargaining unit work performed, such as coaching. If the bargaining unit votes to participate and in the future liability is assessed against the District due to a Union proposed withdrawal from the Pension Trust, said liability shall be paid by the bargaining unit members. Hourly pre-tax diversions in effect at the time shall continue until such time each bargaining unit member's proportional share of the withdrawal liability is satisfied.

- a. The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the District on or before the 20th of the month for Teamster III pension eligible hours compensated during the preceding month. The District shall abide by reasonable rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit Teamsters III employees.
- b. The bargaining unit may, during the term of this Agreement, as a bargaining unit elect to increase the payroll diversion amount. If it does, Teamsters III and the District will execute a Memorandum of Understanding in a timely manner. Increases can only be made one time per school fiscal year (September 1st – August 31st) and provided to the payroll manager by the January 10th cutoff.
- c. When the Western Conference of Teamsters Pension Plan and the District finalize the pension contributions owed to the Pension Plan after an audit, any overpayment including interest prepaid by the District on behalf of the employees will be reimbursed to the District.

ARTICLE XIII

PROFESSIONAL TRAINING PROGRAM

Section 13.1. The District and the Union agree that professional training is beneficial to employees, management and students in our ever-changing environment. The District will provide professional training courses for employees to upgrade job skills as the District deems necessary.

Section 13.2. Employee Training: Should the District or State require additional training of employees for the assumption of new responsibilities, and or mandated procedural changes, the District will provide such training at no cost to the employee. Any such training shall be conducted during normal work hours. With supervisor prior approval the District shall compensate all hours spent training outside of the regular workday at the applicable rate of pay.

Section 13.2.1. Employees who are required by the District to maintain licensure or certification for their position, i.e. LPN and Sign Language Interpreters, shall be compensated for all hours of training required to maintain such licensing or certification. This is not intended to apply to employees seeking educational degrees.

Section 13.2.2. The district shall provide all employees subject to this agreement who are required to obtain and/or maintain first aid/CPR certification opportunity for paid first aid/CPR training. An adequate number of training opportunities must be offered so that employees have the ability to attend said training.

Section 13.3. The District will involve representatives of the Union in the planning and, where appropriate, the implementation of classes and programs that are primarily designed for those employees represented by the Union.

Section 13.4. The District has implemented Paraeducator Fundamental Course of Study and such program will be maintained consistent with all state requirements. Employees required to complete this study will be those required by the state and any other employees identified by the District.

Unless required by the state, all positions required to hold and maintain a state license, i.e. LPN and Sign Language Interpreters, PTA, COTA will be exempt from the requirement to obtain the certificate, but may be required to complete the training. The District will attempt and confer with the appropriate department leadership to ensure that the training for these positions is relevant and aligned with existing training and duties for these positions, wherever possible. When pre-approved and when professional development aligns with the paraeducator fundamental course of study knowledge and skill competencies, such training may count towards this purpose.

ARTICLE XIV

UNION MEMBERSHIP AND CHECKOFF

Section 14.1. 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

Position, pay level and wage rate of newly hired employee

Section 14.2. 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 14.3 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.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. A "grievance" as defined herein shall mean any dispute or controversy, which might arise as to the interpretation or application of this Agreement. An employee, group of employees, the Union on behalf of an employee, or group of employees may submit a grievance.

Section 15.2. STEP 1 - The aggrieved employee(s) and/or Shop Steward shall first contact the employee's immediate supervisor in an attempt to adjust the dispute. Such contact shall be within ten (10) working days of the event(s) giving rise to the grievance. The Employee and/or Shop Steward shall notify the immediate supervisor at the time of contact that it is a Step 1 grievance. Any settlement reached in STEP 1 may be reduced to writing, with a copy furnished to the grievant, Shop Steward, and Human Resources and is considered a final settlement. If the parties do not satisfactorily resolve the dispute within ten (10) working days, the grieving party shall have ten (10) working days thereafter to advance the grievance to STEP 2 in the manner provided in Section 15.3.

Section 15.3. STEP 2 - Should any grievance as herein defined not be resolved at STEP 1, the same shall be taken up with the representatives of the Union, who shall then provide a written grievance containing facts on which the grievance is based, a reference to the provision(s) allegedly violated, and the remedy sought.

Section 15.3.1. Any grievance which was submitted in writing and carried forward in accordance with the grievance procedure provided above and which is not satisfactorily resolved within ten (10) working days may be taken to STEP 3. If the parties do not satisfactorily resolve the grievance within those ten (10) working days, the Union shall have ten (10) working days thereafter to advance the grievance to STEP 3 in the manner provided in Section 15.4

Section 15.4. STEP 3 - Any grievance not settled pursuant to STEP 2 shall be taken by the Union to the Superintendent or his/her designee for resolution. If the parties do not satisfactorily resolve the grievance within ten (10) working days, the Union shall have ten (10) working days thereafter to advance the grievance to STEP 4 in the manner provided in Section 15.5. By mutual agreement and prior to submission to STEP 4 the parties can submit the grievance to non-binding mediation. The mediator may be mutually agreed to or selected pursuant to STEP 4.

Section 15.5. STEP 4 - Upon demand by the Union for arbitration, the parties shall attempt to select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Section 15.5.1. When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name shall be determined by lot.

Section 15.5.2. The award of the arbitrator shall be rendered in writing together with his/her written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any.

Section 15.5.3. The arbitrator's fees and expenses shall be borne equally by the District and the Union. All other costs and expenses shall be borne by the parties incurring them.

Section 15.5.4. The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

Section 15.6. A grievance in the interest of a majority of the employees in a general job classification, department or the bargaining unit shall be reduced to writing by the Union and may be introduced at STEP 2 of the grievance procedure and processed within the time limits set forth therein.

Section 15.7. All grievances as defined in the Section shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow-down or other interference with the operation during the life of this Agreement.

Section 15.8. The District and the Union shall comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided however, said time limitations may be extended by mutual agreement, but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Beginning September 1, 2018, a new employee who is hired to perform work similar to that in which the employee previously engaged shall, at the option of the District, be given longevity credit of one-half (1/2) year for each full year of prior work experience; provided, however, such credit shall not include seniority except for pay purposes. Employees with previous District experience, when reemployed, may be granted full experience credit on the salary schedule. This shall not impact the employees seniority date or apply to the longevity schedule.

Section 16.1.1. Section 16.1 is to be read, interpreted and applied consistent with State law as hereinafter adopted or amended.

Section 16.2. As required by RCW 28A.400.300 as now or hereafter amended, when any classified employee leaves one school district within the state and commences employment with another school district within the state, the employee shall retain the same seniority, leave benefits and other benefits that the employee had in his or her previous position: Provided, that classified employees who transfer between districts after July 28, 1985, shall not retain any seniority rights other than longevity when leaving one school district and beginning employment with another. If the school district to which the person transfers has a different system for computing seniority, leave benefits, and other benefits, then the employee shall be granted the same seniority, leave benefits and other benefits as a person in that district who has similar occupational status and total years of service.

ARTICLE XVII

PERSONNEL FILES AND PERFORMANCE EVALUATIONS

Section 17.1. Permanent Personnel Files All files relating to an employee which are retained by the District, including but not limited to the Employer's permanent personnel file, shall be made available for review by the employee or the employee's written designee, pursuant to current statutes. Such requests and inspections shall be made during working hours at the District Human Resources Office. Materials judged to be derogatory to the employee's conduct, service, character, or personality may be answered and/or refuted by the employee in writing within ten (10) working days of receipt of the documents. Such written responses shall become a part of the District's personnel record.

Section 17.1.1. With the exception of performance evaluations, an employee may request removal of materials judged by the employee to be derogatory, discriminatory, or prejudicial to the employee's conduct, service, character, or personality. The Employer reserves the right to make final determination regarding material to be retained.

Section 17.1.1.1. Except in exceptional circumstances as determined by the District, any derogatory information of which the employee is not advised within twenty (20) of the employee's working days of its composition, shall not be relied upon in matters of discipline.

Section 17.1.2. Formal, written evaluations of an employee's performance shall be made annually, by the District and issued to the employee no later than June 10th, and shall become a part of the District's permanent personnel file. Each employee shall be evaluated annually at regular intervals by individuals who have direct knowledge of the employee's work performance. Employees receiving unsatisfactory rankings in their evaluation will have already been made aware of those concerns and been given a fair and reasonable opportunity to correct them prior to being evaluated. A copy of the evaluation form and criteria will be available for employee review by appointment in the Human Resources Department or at each work site. Disagreement concerning perspectives shall be address by the supervisor, employee and union representative should the need arise, within

ten (10) days from the receipt of the evaluation. Annual evaluations are not subject to the grievance process as stated in Article XV. However an employee may grieve the evaluation process if the supervisor has failed to previously raise the unsatisfactory concerns in the manner specified in this section.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1. Independent Education Plan Paraeducators shall have access to current IEP's for students they directly support.

Section 18.2. Sign Language Interpreters (SLI) Sign Language Interpreter Coordinator: District sign language interpreters (SLI) shall annually select one SLI to act as the SLI coordinator who shall be responsible for creating the SLI schedules and the coordination of work load for the week. This selection shall be completed by the end of the first week of school and the Director of Special Education notified of the selected employee. This employee shall be assigned regular assignment of 8 hours per day for the duration of the school year. This section shall apply so long as the District does not hire a supervisor responsible for SLI scheduling.

Section 18.3. Technological Access and Equipment – As determined by the District, each employee will be provided with access to necessary technology to perform their job duties efficiently and effectively. Employees with technology concerns are encouraged to bring those concerns directly to the Department of Technology Services and building leadership.

The District agrees to make technology access a standing labor management agenda item and will have someone from Department of Technology Services available to be present at labor management meetings at least once per month.

Section 18.4. All Instructional T-III employees will be required to attend the Annual Highline Equity Symposium. Employees shall submit the required documentation for hours worked and will be compensated. Such day shall be included with the employee's regular workyear.

ARTICLE XIX

SALARIES AND EMPLOYEE COMPENSATION

Section 19.1. Employees shall be compensated in accordance with the provisions of the Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid and used and unused vacation and sick leave hours with each paycheck. Pay for extra hours and/or overtime, and/or changes including leave deductions received by Human Resources on or before the 10th of each month shall be reflected on that month's paycheck; any extra hours and/or overtime, and/or changes including leave deductions received by Human Resources after the 10th of each month will be reflected on the following month's paycheck. All employees will receive their annual wage on a monthly basis in twelve (12) equal installments.

Section 19.1.1. All employees will be required to sign-up for direct deposit into a checking or savings account of the employee's selection as a condition of employment. In the event an employee can provide written proof they are unable to acquire a checking or savings account, they will be allowed to receive a regular payroll check.

Section 19.2. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A-1 attached hereto and by this reference incorporated herein and are contract minimums. For the 2022-23 school year, the wage rates on Schedule A-1, shall be increased by the state-funded inflationary adjustment as defined in RCW 28A.400.205 plus 1.25%, but in total, not greater than 3%. For the 2023-24 school year, the wage rates on Schedule A-1 be increased by the state-funded inflationary adjustment as defined in RCW 28A.400.205

All eligible employees shall receive Longevity Pay in addition to their hourly rates of pay as follows:

Years of Service Stipend

- 13 years at 1.0% above base
- 16 years at 1.5% above base
- 20 years at 2.5% above base

Section 19.2.1. For the purposes of calculating daily hours, time worked shall be rounded to the next quarter (¼) hour.

Section 19.2.2. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the event of retroactive pay resulting from negotiations pursuant to Article XX, Section 20.3, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Section 19.2.3. Any employee who changes position or general job classification that results in a pay level change in Schedule A-1 shall not be placed in a step lower than their current step in the grid on Schedule A-1. Effective September 1st of each year employees shall advance one (1). To get credit for a year, the employee must work at least one-half (1/2) of the previous year employment year. Beginning September 1, 2019, longevity shall be applied in a similar manner.

- Anniversary dates from September 1- February 28; longevity applied effective September 1
- Anniversary dates from March 1-August 30; longevity applied effective March 1

Section 19.3. Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate consistent with current Board policy. It is the employee's responsibility to apply for such reimbursement using the approved District form no later than the end of the month that the travel occurred (or next month if after the 25th day).

Section 19.4. Employees required to remain-out of the District-overnight on District business shall-be reimbursed for District approved room and board expenditures.

Section 19.5. The District shall provide or reimburse all employees subject to this Agreement, the cost of physical examinations required as a condition of continued employment.

Section 19.6. Reclassification Committee The parties agree that salary issues generated by changes in job duties, responsibilities or qualifications, which occur during the term of this Agreement, shall be addressed by the reclassification committee or when the agreement is open for salary negotiations. The Union may appoint three (3) members each year to serve a one (1) year term on the reclassification committee. Employees or supervisors requesting a reclassification shall obtain the appropriate documents from the Human Resources Department. Salary placement recommended by the reclassification committee shall be subject to negotiations and effective on the date the recommendation is approved by the Superintendent. The process for reclassification is contained in Appendix "B".

Section 19.7. Additional Work

1. Each school year, all 180 day employees shall be allowed work amounting to one-half (1/2) of their regularly scheduled work day. The employee shall be allowed to use this time, upon prior approval of the employee's supervisor, for staff meetings, workshop, and site based meetings.
2. Each school year 180 day employees assigned to a school shall be allowed to work up to six (6) hours prior to the first student day.

Section 19.8. Employees will receive a minimum of one (1) hour's compensation at the regular or overtime rate of pay, whichever is appropriate, for each officially scheduled staff meeting which commences (and they attend) outside the work day. Staff meetings attended by employees within their regularly scheduled workday shall be considered as part of their day's assignment and no additional compensation shall be provided. For staff meetings which commence prior to the completion of the regular work day, employees will be compensated at the regular or overtime rate of pay, whichever is appropriate for time spent beyond the workday.

Section 19.9. Sick Leave Buy Back Program

1. Annual January Cash Out: Each school year, qualifying employees shall be eligible for annual cash out at their hourly rate on a one (1) to four (4) basis if they have accumulated at least sixty (60) days as permitted by law.
2. Retirement/Separation Cash Out: At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than one hundred-eighty (180) sick leave days shall be eligible for conversion as permitted by law.

Section 19.9.1. VEBA Designation: The Highline School District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

Section 19.9.2. Retirement Credit In accordance with RCW 28A.400.300(g) any accumulated sick leave up to a maximum of forty-five (45) days shall be creditable as service rendered for the purpose of determining retirement eligibility as provided through the Public Employees' Retirement System (PERS) and School Employees Retirement Systems (SERS). Any additional credit for service rendered, authorized by state statute during the term of this Agreement, shall be awarded; provided, there will be no cost to the District.

Section 19.9.3. Substitute Assignment

Section 19.9.4. Every effort will be made to procure certificated substitute, reassign existing certificated staff or administrators to fill a vacancy created for any classroom where the assigned teacher is absent or there is an unfilled position.

Section 19.9.5. Should the above-mentioned efforts fail, the responsibility of supervising that classroom shall be offered to the most senior classified employee who has a teaching certificate, or the most senior classified employee who has an Emergency Substitute Certificate.

Section 19.9.6. A qualified (certificated) classified employee who accepts such an assignment shall receive premium pay at a flat rate of five dollars (\$5.00) in addition to their regular rate of pay for each hour served in this role, not to exceed a seven (7) hour day.

Section 19.9.7. Should a paraeducator accept an assignment there shall be a certificated employee assigned to periodically monitor the classroom.

Section 19.10. SNA Certifications: Nutrition Services employees who have or earn a School Nutrition Association (SNA) Level 1 certificate shall receive an hourly stipend not to be added to their hourly rate for wage increase purposes of \$.50 per hour. An employee who has or earns a Level 2 certificate shall receive an hourly stipend of not to be added to their hourly rate for wage increase purposes of \$1.00 per hour.

ARTICLE XX

TERM AND SEPARABILITY OF PROVISIONS

Section 20.1. The term of this Agreement shall be from September 1, 2021 to August 31, 2024.

Section 20.2. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties, in writing. The party proposing modification or amendment of this Agreement shall provide the other with its proposal for a succeeding Agreement not more than ninety (90) or less than sixty (60) days prior to the expiration of this Agreement. The parties shall meet and negotiate from time to time within the sixty (60) day period immediately preceding the expiration of this Agreement in an effort to mutually agree upon the terms and conditions of a succeeding Agreement.

Section 20.3. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing, regarding newly legislated employee benefits or other topics, if their importance or timeliness warrant.

Section 20.4. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 20.5. Neither party shall be compelled to comply to any provision of this Agreement which contravenes State or Federal statutes or regulations promulgated pursuant thereto.

Section 20.6. In the event either of the two previous sections is determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 20.3.

Section 20.7. During the life of this Agreement, the Union will not cause or permit its members to cause, and no employee shall take part in, any picketing, strike, work stoppage, withholding of services, sick-in, sit-down or slow-down or any curtailment of work or restriction of production or interference with production of the District for any reason including an alleged unfair labor practice. The Union will not cause or permit the employees to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location. The District also has the right to discipline (including discharge) any employee taking part in any violation of this section. The District agrees that there will be no lock-out of staff members during the term of this Agreement.

Section 20.8. If the legislature reduces the District's allocation for the classified salaries or reduces the District's levy authority or changes how levy funds may be spent, the District and the Union agree to meet and negotiate the impacts of the legislative change.

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 Susan Enfield
Susan Enfield
Superintendent

Date 7/28/21

Date 8/12/21

APPENDIX A

PROFESSIONAL GROWTH PROGRAM

A Professional Growth program designed to encourage improvement in professional skills and increase productivity on the job through training, and education has been recognized to be a benefit to Highline School District and its employees. This program will cover costs to improve an employee's skill set. Participation is open to all employees represented by the Union and is voluntary.

1. The cost of the Professional Growth program shall not exceed one hundred thousand dollars (\$100,000) in a school year; such disbursements shall not cause the District to exceed any legislated salary or benefit restrictions. Those unused funds shall rollover from school year to the following school year. In the event of a double levy loss, the fund will revert to the previous school year level.
2. A Professional Growth Committee (PGC) shall administer this program. It shall be comprised of three Union represented employees designated by the Union and three members to be appointed by the Superintendent. No two appointees shall be from the same department. The committee shall meet monthly or as needed.
3. The PGC shall review and decide all issues under its jurisdiction; its decisions are final. Four "yes" votes will be necessary to approve any expenditure.
 - A. A prior approval form must be completed with all appropriate information (to include course description). The completed form is to be submitted to the immediate supervisor for comment and approval or disapproval. The supervisor does not have the power to nullify an application; however, the supervisor's comments will be considered. The employee shall be informed of the PGC decision in a timely fashion.
 - B. All applicants must be a member in "good standing" with Teamster III to qualify.
 - C. Prior approval for course work to be taken during the summer must be submitted to the committee by June 1. Late requests cannot be guaranteed coverage.
 - D. The maximum an employee can receive from this program is one thousand dollars (\$1000.00) per year for those employees using the funds to improve upon his/her skills.
 - E. The maximum an employee can receive from this program is two thousand five hundred (\$2,500) per year for those employees enrolled in an accredited college, university or Vocational Trade School and who is studying to be a teacher or position which shall advance his/her career within the Highline School District.
 - F. Any funds remaining at the end of the year shall be dispersed equally to employees whose request have been granted, but were not fully funded up to three thousand dollars (\$3,000).

APPENDIX B

LETTER OF AGREEMENT Between the Teamsters Local Union No. 763 And the Highline School District

REQUEST FOR RECLASSIFICATION

A request for reclassification may be initiated when there has been a significant increase/decrease in job tasks/functions over the previous two-year period. Reclassification requests may be initiated by the Union, District, or supervisor/administrator, or the employee. Such requests may be for a review of a specific general job classification, specific position or group of positions within a general job classification.

The reclassification procedure evaluates the job, the volume of work, the scope and span of duties and responsibilities within the job, and how these duties and responsibilities have changed over a two-year or more period of time. While reclassification may result in a salary increase/decrease, that is not its primary purpose. The reclassification committee does not assign or adjust salaries. Changes in the salary schedule are subject to negotiations through the formal collective bargaining process when the contract is open to be bargained.

All proposed reclassification requests shall be submitted to the Human Resources Administrator for classified personnel during the open application period, October 1 to December 1st. A limit of twelve (12) applications per application period will be accepted on a first come, first served basis. No applications will be accepted before or after the application period. A completed application includes:

- A. (Required) Completed application form (on the reverse side of these directions). Submitted during the open application period (October 1 to December 1st).
- B. (Required) A statement not to exceed two pages, which describes changes in the job and rationale for why the position should be reclassified.
- C. (Optional) Two letters of support; one of which may be from a co-worker who has knowledge of the nature of your work and one from your immediate administrator/supervisor. Letters should speak to job duties and responsibilities, these letters are not intended to be character references.
- D. (Optional) Sample work product to illustrate the nature and complexity of work.
- E. (Optional) You may appear on the day the reclassification committee convenes to give a brief (5 minute) oral presentation, and address questions from the committee.

The first twelve (12) applications per application period to be submitted for reclassification during the open application period shall be reviewed against the validation criteria, and shall be considered by the reclassification committee, exceptions may be made by mutual agreement between the District and the Union. All applicants will be notified of the committee's decision

prior to the end of the school year. Any requests that are subsequently approved by the reclassification committee, Superintendent and School Board will be effective with the start of the new contract year, September 1. As part of the decision-making process, the reclassification committee, at its discretion, may schedule a site visit to observe first hand the nature of the job duties and responsibilities.

The reclassification committee shall be comprised of three (3) Union representatives and three (3) District representatives. The decisions of the reclassification committee are final and are not subject to appeal or the grievance procedure. You may, however, request an explanation of the committee's decision.

In addition to the committee's general job classification determination, where substantial changes in duties/responsibilities have been identified, the committee's finding shall also include a recommendation revising all affected general job classification(s) specifications. These recommendations shall be forwarded to the Union and the District for mutual disposition.

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

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

Date 7/28/2021

Highline Public Schools

By Susan Enfield
Susan Enfield
Superintendent

Date 8/12/21

MEMORANDUM 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 The parties have agreed that the position of Library Technician will be placed in Appendix B as a Level 11 position effective September 1, 2018. The following employees are currently assigned as a library technician and shall remain placed at Level 14 at the appropriate experience step, so long as they remain employed with the District as a library technician.

Level 14 Library Technician		
13618	ANDERSON	SONJA
07537	BERGSTROM	JACKIE
15775	BOSANKO	MIRA
11671	CARLSON	TRACY
06784	ESCOTO	JANET
13057	GONZALEZ	KRISTINE
11322	HOGLUND	DONI
11806	KALLIS	CARMEN
16947	LEE-PLAZA	TABITHA
20602	MATTHEWS	ERIK
13080	MATVEYEVA	TATYANA
14374	MICHAELSON	SHEILA
19564	PELLUM	DIONNA
08049	PRUETT	FRANCESCA
20834	RANDALL	KATHLEEN
11266	RODAL	BRENDA
22122	SIMMONS	VERONICA
10487	SPERLICH	NANCY
08954	TERHUNE	MELANIE
09470	VERBON	MOLLY
08567	WARD	TONYA
13310	WILLIAMS	SHAWNA

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

By

Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Date

7/28/2021

Highline Public Schools

Susan Enfield

Susan Enfield
Superintendent

Date

8/12/21

MEMORANDUM 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, 2021 – August 31, 2024

Beginning September 1, 2018, the following employees will no longer be paid at “high shadow step” and will be placed on the salary schedule at the following experience level steps. The following employees are eligible to move up steps on the salary schedule in successive years per the terms of the collective bargaining agreement.

EMP #	Last Name	First Name	Job Title	2018-19 Placement
10664	CRUSE	MARGARITA	PARAEDUCATOR-BILINGUAL	Level 19/Step 5
07121	FAHIYE	CASIE	PARAEDUCATOR-BILINGUAL	Level 19/Step 9
09901	INIGUEZ	VICTOR	PARAEDUCATOR-BILINGUAL	Level 19/Step 6
08343	OLSON	DWAYNE	PARAEDUCATOR-BILINGUAL	Level 19/Step 8
10114	PINZON	LIZA	TRANSLATOR-WORLD LANGUAGE	Level 19/Step 5
10974	PONCE	ANGELICA	PARAEDUCATOR-BILINGUAL	Level 19/Step 5
03669	SAN	RANN	PARAEDUCATOR-BILINGUAL	Level 19/Step 9

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

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

Date 7/28/2021

Highline Public Schools

By Susan Enfield
Susan Enfield
Superintendent

Date 8/12/21

Memorandum of Understanding

Highline School District #401 (“Employer”) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (collectively the “Plans”): the **Standard HRA Plan**, which shall be integrated with the Employer’s or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer’s or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the **Teamsters Local 763 (Instructional and Administrative Support)** (“Group”) defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form or enroll online to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

[X] Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

[X] Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this Agreement.

NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

The term of this agreement shall be from September 1, 2021 to August 31, 2024.

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

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

Date 7/28/2021

Highline Public Schools

Susan Enfield
 Susan Enfield
 Superintendent

Date 8/12/21

MEMORANDUM 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, 2021 – August 31, 2024

Workgroup to Encourage and Incentivize a Multilingual Classified Workforce

Rationale: Highline Public Schools and Teamsters Local 763 wish to celebrate and acknowledge the culturally and linguistically diverse community of students and families, which represent about 80 nationalities and speak more than 100 different languages.

In support of the District's commitment to the multilingualism represented in our communities, we wish to establish a workgroup to prepare a joint proposal, to begin meeting no later than January 31, 2022, to be presented to the bargaining teams by January 31, 2023 for possible implementation in September 2023, with the following purposes:

- To encourage and incentivize a workforce that has the linguistic skills to meet the developing and dynamic needs of the linguistically diverse students across the district.
- To offer a compensation structure that acknowledges the value-add and increased responsibilities performed by our bilingual classified staff who directly serve students and families and is also a fiscally responsible and sustainable allocation of District resources.
- To identify eligible positions that directly support both the instructional language learning programming and authentic family engagement.
- To bargain and agree to a pilot MOU that will be effective for the 2023-24 school year that will appropriately and equitably compensate employees that possess this skill and abilities.

Workgroup commitment: The workgroup will center guiding documents such as Board policies (Policy 0010, Policy 0050, and Policy 0515), the Guiding Principles for Dual Language Education and feedback from students, families, staff and leaders across the district. The workgroup will comprise a diverse group of staff dedicated to the duration of the project and the purposes outlined above. The workgroup agrees that any agreed solution to this item will not exceed an annual cost of \$300,000.

Workgroup structure: The workgroup will include 6-8 members, including 3-4 employees representing and selected by the Union and 3-4 members selected by the District. As a part of its role, the workgroup will first establish a meeting routine and structure to accomplish its mandated goal.

HIGHLINE PUBLIC SCHOOLS #401
TEAMSTERS LOCAL 763
INSTRUCTIONAL AND ADMINISTRATIVE SUPPORT STAFF
SCHEDULE A-1

LEVEL	GENERAL JOB CLASSIFICATION/TITLES	LEVEL	GENERAL JOB CLASSIFICATION/TITLES
10	<p><u>SPECIALIST - Level 10</u> Child Care Specialist</p> <p><u>OFFICE SUPPORT - Level 10</u> Office Assistant I Office Assistant, Secondary School I</p> <p><u>TECHNICIAN - Level 10</u> Cashier</p>	18	<p><u>SPECIALIST - Level 18</u> Dropout Prevention Specialist</p> <p><u>TECHNICIAN - Level 18</u> Finance Technician I Nutrition Services Payroll Technician Student Assessment and Evaluation Technician</p>
11	<p><u>PARA EDUCATOR - Level 11</u> Para educator Para educator - ECE ECEAP & Head Start Para educator - Learning Center Para educator - Special Education I (LRC, DHH) School Library Assistant</p> <p><u>TECHNICIAN - Level 11</u> Science Resource Center Technician</p>	19	<p><u>SPECIALIST - Level 19</u> Brailist Preschool Instructor Deaf/Blind Intervener</p> <p><u>OFFICE SUPPORT - Level 19</u> Administrative Secretary Enrollment Support Specialist Home School Program Assistant Home School Program Specialist</p> <p><u>PARA EDUCATOR - Level 19</u> Bilingual Paraeducator Special Education Alternate Communications</p> <p><u>TECHNICIAN - Level 19</u> Finance Technician II</p>
12	<p><u>OFFICE SUPPORT - Level 12</u> Office Assistant II Office Assistant, Secondary School II Secretary II</p> <p><u>PARA-EDUCATOR - Level 12</u> Para educator - Computer Lab Para-educator - Early Childhood Special Education (ECSE) Para-educator - Special Ed Integrated Kindergarten</p>	20	<p><u>OFFICE SUPPORT - Level 20</u> Office Manager, Elementary School Office Manager, Secondary School</p> <p><u>SPECIALIST - Level 20</u> Indian Education Specialist</p> <p><u>PARA EDUCATOR - Level 20</u> Bilingual Teaching Fellow</p> <p><u>TECHNICIAN - Level 20</u> Cataloger II Finance Technician III Human Resources Technician Lead Accounting Technician Substitute Office</p>
13	<p><u>OFFICE SUPPORT - Level 13</u> Child Care Program Facilitator Family Support Liaison Office Assistant III Office Assistant, Elementary School Receptionist Secondary School Attendance Secretary III</p> <p><u>PARA EDUCATOR - Level 13</u> Para educator - Special Education II (EBC, ILC, IAC, 1:1) Para educator (Vocational Education)</p> <p><u>TECHNICIAN - Level 13</u> Duplicating Technician Mail Distribution Technician</p>	22	<p><u>SPECIALIST - Level 22</u> Behavior Specialist Sign Language Interpreter I</p> <p><u>TECHNICIAN - Level 22</u> CTE Program Technician Finance Technician IV Language Learning Program Technician World Language Translator</p>
14	<p><u>OFFICE SUPPORT - Level 14</u> Office Assistant-small high school environments Receptionist - District (ERAC)</p> <p><u>TECHNICIAN - Level 14</u> Cataloger I</p>	23	<p><u>SPECIALIST - Level 23</u> Family Service Representative Certified Occupational Therapist Assistant (COTA) Family Support Specialist - ECEAP & Head Start Physical Therapist Assistant Speech Language Pathology Specialist</p>
15	<p><u>OFFICE SUPPORT - Level 15</u> Secretary IV</p>	24	<p><u>OFFICE SUPPORT - Level 24</u> Family Center Translation - Interpreter Services Specialist</p> <p><u>SPECIALIST - Level 24</u> Licensed Practical Nurse Sign Language Interpreter II</p>
16	<p><u>OFFICE SUPPORT - Level 16</u> Bookkeeper Human Resources Assistant Receptionist/Mail Distribution Technician Registrar</p> <p><u>PARA EDUCATOR - Level 16</u> Para educator (Career Information) Para educator - CBS</p> <p><u>SPECIALIST - Level 16</u> Reengagement Student Specialist</p>	25	<p><u>SPECIALIST - Level 25</u> Mental Health Specialist Sign Language Interpreter III</p>
17	<p><u>OFFICE SUPPORT - Level 17</u> Facilities Use Specialist Secretary VI Transportation - Payroll Secretary</p> <p><u>TECHNICIAN - Level 17</u> Accounting Technician Federal Programs Specialist Library Automation Technician Occupational Information Coordinator</p>		

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Effective: September 1, 2021**

	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step 10
Level 10	\$20.20	\$20.41	\$20.61	\$20.81	\$21.03	\$21.24	\$21.45	\$21.66	\$21.88	\$22.31
Level 11	\$21.00	\$21.21	\$21.42	\$21.64	\$21.86	\$22.07	\$22.29	\$22.51	\$22.74	\$23.18
Level 12	\$21.40	\$21.61	\$21.82	\$22.05	\$22.27	\$22.49	\$22.72	\$22.95	\$23.17	\$23.63
Level 13	\$22.18	\$22.41	\$22.63	\$22.85	\$23.08	\$23.32	\$23.55	\$23.79	\$24.03	\$24.50
Level 14	\$22.73	\$22.95	\$23.19	\$23.42	\$23.65	\$23.89	\$24.13	\$24.37	\$24.62	\$25.11
Level 15	\$23.46	\$23.70	\$23.93	\$24.17	\$24.42	\$24.66	\$24.90	\$25.15	\$25.40	\$25.91
Level 16	\$24.26	\$24.51	\$24.75	\$25.00	\$25.25	\$25.51	\$25.76	\$26.02	\$26.28	\$26.80
Level 17	\$24.98	\$25.23	\$25.48	\$25.74	\$26.00	\$26.25	\$26.52	\$26.78	\$27.05	\$27.59
Level 18	\$26.21	\$26.47	\$26.74	\$27.01	\$27.28	\$27.55	\$27.82	\$28.10	\$28.38	\$28.96
Level 19	\$27.25	\$27.53	\$27.80	\$28.08	\$28.36	\$28.64	\$28.93	\$29.22	\$29.51	\$30.10
Level 20	\$28.06	\$28.34	\$28.62	\$28.91	\$29.20	\$29.49	\$29.79	\$30.08	\$30.39	\$30.99
Level 21	\$30.24	\$30.53	\$30.85	\$31.15	\$31.47	\$31.78	\$32.09	\$32.42	\$32.74	\$33.41
Level 22	\$31.74	\$32.06	\$32.38	\$32.70	\$33.03	\$33.36	\$33.70	\$34.03	\$34.37	\$35.06
Level 23	\$33.12	\$33.45	\$33.79	\$34.12	\$34.46	\$34.81	\$35.16	\$35.51	\$35.86	\$36.58
Level 24	\$34.39	\$34.74	\$35.09	\$35.44	\$35.79	\$36.15	\$36.51	\$36.88	\$37.24	\$38.00
Level 25	\$34.45	\$34.79	\$35.14	\$35.49	\$35.84	\$36.20	\$36.56	\$36.93	\$37.30	\$38.04
Level 26	\$35.08	\$35.43	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.75

Approved by the Board: July 7, 2021