# Agreement
# By and Between

# Highline Public Schools

## And

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

**(Representing Safety Officers, Safety and Security Officers, Campus Safety Officers, and Substitute Employees)**

**(Teamsters I)**

**September 1, 2024 – August 31, 2027**

**A G R E E M E N T**
by and between
HIGHLINE SCHOOL DISTRICT NO. 401
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2024 through August 31, 2027

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and
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LOCAL UNION NO. 763

September 01, 2024 through August 31, 2027

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## PREAMBLE

THIS AGREEMENT is by and between HIGHLINE SCHOOL DISTRICT NO. 401, hereinafter referred to as the District, 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.

## ARTICLE I UNION RECOGNITION

1.1 The District recognizes the Union as the exclusive bargaining representative for all members of the bargaining unit as is defined in Section 1.2.

1.2 The bargaining unit covered by this Agreement is recognized as being comprised of all full time, regular part time, and substitute persons employed in classifications contained in Appendix "A" as classified employees by the District operating out of the District's facilities, excluding all others. Whenever the term "employee or employees" is used elsewhere in this Agreement, such terms shall refer to employees within the bargaining unit so defined. Sections 5.3, 11.7, and Appendix "A", A.1, Step 1 shall be the only sections of this Agreement that apply to employees employed as substitutes under this Agreement. Provided however, substitutes may qualify for paid sick leave, paid family leave, and health and welfare benefits pursuant to Washington State Law.

## ARTICLE II UNION MEMBERSHIP

2.1 The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or at other mutually agreed to times to provide Union Membership information. New employees, if they choose to participate shall participate on the Employer's time. Approval for otherwise mutually agreed to times shall include the Director of Safety and Security.

2.1.1 The District shall notify the Union of all new hires within thirty (30) days of the employee's start date. At the time of hire, the Union will inform the new hires of the terms and conditions of this Article and the District shall notify the new hires the Collective Bargaining Agreement is available on the District's web-site. The District shall also notify the Union promptly of all employees leaving employment.

2.1.2 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).

2.2 The District shall deduct current and delinquent Union dues, Initiation fees, and Administrative Fees from the pay of an employee who have applied for membership in the Union and/or are members of the Union and who authorized such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds to the Union by the tenth (10th) of each month.

2.3 The Union shall indemnify, defend and hold the District harmless against any claims made or any suit instituted against the District on account of any check-off of Union dues. Upon request, the Union shall refund to the District any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

2.4 Union Leave – The District agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official business, provided fourteen (14) calendar days written notice is given to the District, by the Union, specifying the dates and length of time off. The Union shall not request time off for more than one (1) employee at a time, nor shall the Union request such leave for purposes that are adverse to the District. The District shall comply with the request provided that adequate scheduling and staffing levels can be maintained as determined by the District.

2.4.1 A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment for up to two (2) years. If such member elects to return to employment they must give written notice to the District within ten (10) working days of termination or resignation from the Union. From the receipt of notice the District shall hire back the employee into their classification with the first available opening occurring within two (2) years. At the end of two (2) years the Districts obligation shall cease.

## ARTICLE III UNION RIGHTS

3.1 Shop Stewards - The District recognizes the right of the Union to designate Shop Stewards from the bargaining unit seniority list. In the absence of the Shop Steward, an assistant shall perform the duties of Shop Steward. The authority of the Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

3.1.1 The investigation and presentation of grievances with the District or the designated District representative in accordance with the provision of this Agreement; and/or

3.1.2 The collection of dues when authorized by appropriate Union action; and/or

3.1.3 The transmission of such messages and information that are authorized by the Union or it's officers; provided such message and information do not involve any other interference with the District's operations.

3.2 Union Investigation - Authorized agents of the Union, with prior authorization from the Chief of Security Services or designee and the appropriate Building Administrator for the Campus Security Officers, shall have access to the District's premises during working hours to conduct official Union business; provided however, there shall be no interruption of the employee's or the District's work assignment or schedule.

3.3 Bulletin Boards - The District shall provide suitable space for the Union bulletin board. Postings by the Union on such boards shall be confined to official business of the Union and be signed by a Union representative (Secretary-Treasurer or Business Representative) except for notices which do not normally contain a signature. All postings on the Union bulletin board shall comply with all applicable laws. Official postings of the Union shall remain posted as long as they are deemed relevant by the Union, and will only be removed by the Business Agent and/or Shop Steward.

3.4 Discrimination - All terms and conditions of employment included in this Agreement shall be lawfully administered and applied pursuant to this Section. 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 and without regard 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 of physical disability, or the use of trained guide or service animal by a person with a disability except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification.

3.4.1 Wherever words denoting a specific gender are used in this Agreement, they are intended to apply equally to either gender.

3.4.2 No member of the Union shall be discharged or discriminated against for upholding Union rules or principles not in conflict with this Agreement or for doing committee work in the interest of the Union provided it does not interfere with the performance of their duties. Employees who participate in legally protected actions which may or may not be adverse to the District shall be covered in this Section.

3.5 Direct Deposit - All employees of the District covered by this Agreement shall have all wage compensation by the District deposited directly to a financial institution (bank or credit union) of their choice.

3.5.1 All employees will receive wage payments monthly on an annualized basis in twelve (12) equal installments. Employees will access Employee on Line (or other on-line system used by the District) to view and/or print their Leave and Earning Statement.

## ARTICLE IV MANAGEMENT RIGHTS

4.1 Management of the business of the District and the direction of the District's personnel is vested exclusively with the District, subject to the terms of this Agreement, Board Policy or Administrative Procedures and any applicable Law(s). The District retains the right to the following:

(a) Direct employees covered by this Agreement;

(b) Hire, retain, promote, demote and assign employees of this unit;

(c) Discipline, suspend, or discharge employees of the unit for just cause;

(d) Relieve employees from duty due to lack of work or other legitimate reasons;

(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 pursuant to Article V, Section 5.4 and to designate the work to be performed by the District and others and the places and manner in which it is to be performed, except as limited by the Labor Agreement.

(f) The District shall determine the number and assignment of Officers. The District will give consideration to Bargaining Unit Members requests and building administrator requests when making assignments.

(g) The District Safety and Security Officers (SSO), District Safety Officers (SO), and Campus Safety Officers (CSO) shall report to and be supervised by the Chief of Security Services or designee.

(h) The Building Administrator(s) shall have the right to establish work assignments, hours and duties that are consistent for the Campus Security Officers and to make amendments to meet the needs of a specific facility consistent with the terms and conditions of this Agreement.

## ARTICLE V HOURS OF WORK AND MINIMUM GUARANTEES

5.1 Employees shall be paid for all hours worked. Bargaining unit members will be assigned regular schedules and overtime work pursuant to the terms and conditions of this Agreement. Except for what's provided for in this Agreement, bargaining unit members shall be used for Highline Public Schools safety and security related work.

5.1.1 This Agreement does not represent a guarantee of employment for any period of time to anyone, and does not limit the District's or employee's right to terminate the employment relationship at any time, for any reason not prohibited by this Agreement or by Law.

5.1.2 Employees who work two hundred and sixty (260) days per year will not be notified of continued employment by the District. The District shall notify less than two hundred and sixty (260) day employees by August 1st of each employment year, if they are not to be rehired.

5.2 Full time employees shall be defined as persons who work a regularly assigned shift of forty (40) hours per week. Two hundred and sixty (260) day employees shall be defined as persons scheduled to work two hundred and sixty (260) days during the District's twelve (12) month calendar. Less than two hundred and sixty (260) day employees, except for Campus Safety Officers who work a nine (9) month schedule during the District's ten (10) month calendar, shall be defined as persons scheduled to work no less than two hundred (200) days during the District's twelve (12) month calendar.

5.2.1 The workday for Bargaining Unit employees shall consist of at least an eight (8) hour shift and will include a thirty (30) minute working meal period and at least two (2) fifteen (15) minute breaks, to be taken intermittently around the employee's assigned work schedule. The shift shall be determined upon the needs of the Facility and Building Administrator and the Chief of Security Services. The shift for Safety and Security Officers (days) shall be defined as eight (8) hours scheduled between 0700 and 1700. The shift for Safety Officers (nights excluding weekend shifts) shall be defined as eight (8) hours scheduled to start between 1600 and 2330. The shift for Campus Safety Officers (days) shall be defined as eight (8) hours scheduled between 0600 and 1700.

5.2.2 District Safety and Security Officers (SSO) shall bid their shift times by seniority. Officers who work less than two hundred and sixty (260) days shall bid their work calendars annually in June. The Chief of Security Services or his designee shall determine the service area assignments, frequency of rotation, and the number of shifts.

5.2.3 Regular Part-Time employees shall be defined as persons who work a regularly assigned shift of less than forty (40) hours per week and not less than four (4) hours per day and eight (8) hours per week.

5.2.3.1 Regular part-time employees as defined in Section 5.2.3 may be scheduled for extra work opportunities on a seniority basis which would require the payment of overtime to regular full-time employees. In the event regular part-time employees are unavailable, the normal process as defined in this Agreement will be used to fill extra work opportunities.

5.3 Substitute employees may be used for the limited purpose of covering the regularly scheduled shifts of Safety and Security Officers, Safety Officers and Campus Safety Officers who are absent due to an approved leave. In the event the District elects to use regular employees to cover these shifts, shifts will be offered on a rotational seniority basis. Substitute employees may be used to cover overtime work of regular employees and extra work opportunities as defined in the Collective Bargaining Agreement after said work has been offered to regular full-time and regular part-time employees. Substitute employees will not be employed to prevent the District from posting and filling permanent shift vacancies pursuant to the terms of the Collective Bargaining Agreement. However, substitutes may be used to fill said vacancy during the posting and hiring process.

5.4 The District will fill weekend shifts with bargaining unit employees. In the event additional staffing is required, the weekend shifts will be offered to employees on a seniority rotational basis. In the event that no regular full-time or regular part-time employees are available for the weekend shifts or other overtime work, the District may assign the work to substitute employees.

5.5 Callback - An employee who is called back to work after having completed his normal shift and having left the premises, shall receive callback pay of a minimum of two (2) hours at the overtime rate of pay; provided however, an employee who is required to report to work prior to his normal shift and is compensated for all time prior to the commencement of his regular shift, shall be compensated for such pre-shift hours at one and one-half (1-1/2) the employee's regular straight-time rate of pay. If there is one (1) hour or less between the start or end of an employee's shift and a mandatory training or mandatory staff meeting, said time shall be treated as continuous time worked. An employee called in to work not defined in this Section as "callback" on a day or at a time not connected to their normal shift shall be guaranteed four (4) hours work or pay at the appropriate overtime hourly rate of pay.

5.6 Extra Work Assignments - For all extra work assignments paid for with Security Department budgeted funds, the District shall first offer the extra work to bargaining unit members, except for security coverage of football games.

5.6.1 Football Games - In the event there are only two (2) Officers needed, then one (1) SSO/SO will be offered the work pursuant to this Section. Two (2) SSO/SO shall be given the opportunity to work extra duty football games when a minimum of three (3) or more officers are needed based on a seniority rotational basis. When a program requests that two (2) of the three (3) officers assigned be Commissioned Officers, the District reserves the

right to assign one (1) SSO/SO. The remaining person(s) shall be chosen at the discretion of the Chief of Security Services or designee, and need not be members of the bargaining unit.

5.6.2 The District shall not be required to first offer extra work assignments to bargaining unit members if the funds used to pay for the extra work do not come from Security Department budgeted funds.

5.7 Summer Work Assignments - Assignment of work during the summer months not included in regular less than two hundred and sixty (260) day work schedules, shall be offered to employees assigned to the service area first; if declined, the work shall be done on a seniority rotational basis.

5.7.1 Should all qualified employees (to include regular part-time employees and substitute employees) decline to work an extra assignment the Chief of Security Services or designee will assign the work to regular employees the work based on inverse seniority.

5.8 Extra Work Assignments for Campus Safety Officers – The Campus Safety Officers will be offered extra work assignments at their respective schools. These extra work assignments shall be consistent with the types of work that require security personnel. This provision will not limit the Director of Safety and Security or designee from assigning them work that is consistent with facilitation of a regular school day which is not another bargaining units regular duties. In the event the campus location's CSO is not available for the extra work, the remaining CSOs will be offered the extra work on a seniority rotation basis.

5.9 In the event the Superintendent or designee closes the Administration Offices, members of the Bargaining Unit shall be offered alternative work days to make up for the lost shift(s) or at the employees' option, the opportunity to utilize vacation hours or personal leave to make up for the non-work, non-paid hours. At the discretion of the Chief of Security Services or designee, Bargaining Unit employees who are required to report to work will be offered work, in order of seniority, at the rate of their regular hourly rate of pay plus time and one half (1-½). District Safety Officers (SO) will have seniority rights to work their regular shifts. Safety and Security needs outside the regular shifts of the SOs will be offered to District Safety and Security Officers (SSO) on a day-to-day basis by seniority.

## ARTICLE VI OVERTIME

6.1 An employee shall be eligible for the overtime rate of pay in a week in which the employee has been compensated for forty (40) hours, excluding compensation received while on Administrative Leave, vacation, as described in Article 10.16, personal leave, and Sick Leave as defined in Articles 10.1 through 10.1.12. All hours so compensated in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's rate of pay. The workweek for purposes of overtime eligibility shall be Monday through Sunday.

6.1.1 Campus Safety Officers shall work overtime at their respective high school as assigned and authorized by the Director of Safety and Security or designee. If the campus location's CSO is not available to cover the overtime, the remaining CSOs will be offered the overtime work on a seniority rotation basis.

6.2 Any employee working on a seventh (7th) consecutive day during the same workweek who has exceeded forty-eight (48) hours in that workweek will be compensated at the rate of two (2) times the employee's rate of pay for all hours worked on the seventh (7th) consecutive day.

6.3 District Safety and Security Officer/District Safety Officer - The Chief of Security Services or designee, shall have the discretion to assign any uncovered shift or extra work, so as to avoid the payment of overtime. Any assignment of an uncovered shift or extra work that will result in the payment of overtime shall be done on a seniority rotational basis. Assignment of overtime on a rotational basis shall not be required, if in the sole discretion of the Chief of Security Services or designee, the circumstances of the overtime work necessitate the assignment of the work to a particular Officer. In the event this occurs the bypassed Officer will be offered the next overtime assignment.

6.4 The rotational order to be applied for assignment of overtime shall be as determined by seniority.

6.5 In the event that all qualified employees decline an overtime assignment and after the assignments is offered to a substitute employee, the Chief of Security Services or designee, shall assign the work by inverse seniority.

6.6 Extra Work Assignments - For overtime assignments paid for with Security Department budgeted funds, the District shall first offer the overtime assignment to bargaining unit members, except for security coverage for football games.

6.6.1 Football Games - In the event there are only two (2) Officers needed, then one (1) SSO/SO will be offered the work pursuant to this Section. Two (2) SSO/SO shall be given the opportunity based on a rotational seniority basis to work at football games where a minimum of three (3) or more officers are needed. When a program requests that two (2) of the three (3) officers assigned be Commissioned Officers, the District reserves the right to assign one (1) SSO/SO. The remaining person(s) shall be chosen at the discretion of the Chief of Security Services or designee, and need not be members of the bargaining unit.

6.6.2 The District shall not be required to first offer overtime assignments to bargaining unit members if the funds used to pay for the overtime do not come from Security Department budgeted funds, except when the school administrator or designee specifically request security personnel.

6.6.3 All non-emergency overtime must be authorized in advance by the Chief of Security Services or designee.

## ARTICLE VII SENIORITY, PROBATION PERIOD, LAYOFF AND RECALL

7.1 The seniority of an employee within the bargaining unit shall be recognized only following the employee's removal from probation status. Upon removal from probation status the employee's seniority shall then be established as having commenced retroactive to the employee's first day of work within the bargaining unit (hereinafter referred to as the employee's "date of hire") excepting those instances when such seniority shall have been lost as herein provided. Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of the surname from A to Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name. During the ninety (90) workday probation period, the retention of an employee shall be entirely within the discretion of the District.

7.1.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

(1) Discharge for just cause;

(2) Voluntary quit;

(3) Layoff exceeding two (2) years or Personal Leave of Absence exceeding one (1) year;

(4) Transfer out of the bargaining unit into a non-bargaining unit position;

(5) Failure of an employee to return to work upon recall from an indefinite layoff within five (5) days after receipt of written notice from the District at the last known address appearing on the District's records.

7.1.2 The seniority of an employee of the bargaining unit shall not be lost for the following reasons:

(1) Time lost by reason of industrial accident or industrial illness. Seniority shall accrue for the period of time lost up to two (2) years; except as mutually agreed.

(2) Time lost by reason of jury duty. Seniority shall accrue for the period of time lost;

(3) Time lost on a leave of absence granted for the purpose of serving in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment. Seniority shall accrue for the time lost;

(4) Time lost on other authorized leave(s), except Personal Leaves of Absences.

7.1.3 Seniority rights shall be effective within the job classifications listed in Appendix "A", except as provided for in Section 6.3.

7.2 Probation Period - New employees shall have a ninety (90) workday trial period in which to qualify for their job assignment and may be discharged at any time during this trial period. Discharge during the probation period shall not be subject to the grievance procedure.

7.3 Reduction or Increase of Scheduled Hours, Layoff, Recall and Job Vacancies - In layoff, reduction or increase of scheduled hours, recall situations, and when filling permanent job vacancies, seniority shall be the determining factor, except for what's provided for in Section 7.3.1.

7.3.1 Seniority will not be the determining factor in cases of filling new or open job vacancies if the interested bargaining unit member isn't currently working full-time or part-time within the effected classification of the new or open position. In the event there isn't an interested bargaining unit member within classification, said position will be posted internally and externally and will be filled pursuant to a competitive interview process.

7.3.2 An employee on layoff must keep both the District and the Union informed of their permanent address and telephone number where he can be contacted. When the District is unable to contact an employee for recall from layoff, the Union shall be notified. If neither the District nor the Union are able to contact the employee within five (5) working days from the time the Union is notified, the District's obligation to recall the employee shall cease. The District shall have no obligation to recall an employee after he has been on continuous layoff for a period of two (2) years. Further, if an employee does not return to work when recalled, the District shall have no further obligation to recall him.

7.3.3 Notices of permanent job vacancies shall be posted on the Security Department bulletin board for at least five (5) working days. Employees who desire consideration for such openings shall make application as instructed in the job posting.

## ARTICLE VIII WAGES

8.1 Wages for employees subject to this Agreement are contained in the Appendix "A".

## ARTICLE IX HOLIDAYS

9.1 The following days shall be considered holidays with pay according to the daily hours per assigned shifts by the District, based on two hundred and sixty (260) day employees.

| | |
|---|---|
| New Year's Day | Veteran's Day |
| Martin Luther King, Jr.'s Birthday | Thanksgiving Day |
| President's Day | Day after Thanksgiving Day |
| Memorial Day | Day before Christmas |
| Juneteenth | Christmas Day |
| July 4th | Day after Christmas Day |
| Labor Day | New Year's Eve Day |

9.1.1 Employees working less than two hundred and sixty (260) days shall receive twelve (12) paid holidays per year to a maximum of fourteen (14) as defined in Section 9.1 and further defined in Section 9.5; provided the employee works a day preceding the holiday and a day following the holiday in the month of the holiday, as determined by the District, based upon the number of hours worked per day. In the event there isn't a work day in the month preceding the Holiday but the employee works the last work day in the previous month preceding the Holiday, the employee shall be paid pursuant to this Section.

9.2 All holidays covered under this Agreement shall be honored on those dates designated by the District.

9.3 All employees shall be paid for all such holidays at their regular rate of pay regardless of which day of the week the holiday shall fall.

9.4 If any work is performed by such employees on the above listed holidays, compensation at one and one-half (1-1/2) times the regular hourly rate shall be paid for the hours worked, in addition to holiday pay for which they are eligible. In the event employees are required to work on designated holidays, a thirty (30) calendar day notice will be posted.

9.5 Employees covered by this Agreement who do not work on holidays, and are eligible to receive holiday pay for the holiday in question, as recognized within this Agreement, shall be paid at their regular rate of pay provided that:

(1) The employee shall have reported and worked as scheduled on their last regularly scheduled work day immediately before and following the holiday unless the absence is due to vacation or any other approved absence.

(2) The employee is not on leave of absence.

## ARTICLE X LEAVES AND VACATION

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

10.1 Sick Leave – All eligible employees shall receive annually a maximum of ninety-six (96) hours of leave. All employees shall accrue such hours of sick leave based on scheduled hours worked per day during the period September 1 to August 31.

All accumulation or deductions of sick leave shall be on an hourly basis as it relates to the employee's schedule or hours missed, as appropriate. Sick leave will not accrue or be paid during any period of unapproved absence. The leave provided herein shall be accumulated and carried over to subsequent school years.

Sick leave shall be available for eligible emergencies and/or disability arising out of personal illness, injury, pregnancy, miscarriage, abortion, childbirth and care for an employee's parents, or for care of a child of the employee (or a child whom the employee has under legal guardianship) under the age of eighteen (18) with a health condition that requires treatment or supervision during any time of the year while under the employ of the District.

10.1.1 All accumulation or deductions of sick leave shall be based on an hourly basis as it relates to the employee's schedule of hours missed, as appropriate.

10.1.2 Such sick leave shall accumulate to the maximum allowed by law.

10.1.3 Employees may use sick leave to attend dentist or doctor appointments only when such appointments cannot be scheduled outside the workday.

10.1.4 Sick leave shall not accrue or be paid during any period of unapproved absence. The leave provided herein shall be available for use by the employee when employment for the current school year commences. Should the employee leave the employment of the District having used more sick leave than earned, a deduction shall be made from the employee's final paycheck.

10.1.5 Requests for emergency leave shall be made in writing through the employee's supervisor to the Human Resources Director or designee. Leave shall be paid to the extent the employee has paid leave available, consistent with State and/or Federal Law.

10.1.6 Accrued sick leave shall be paid for the period of actual disability and consistent with State and/or Federal Law. Disability means the inability to perform one's normal work functions.

10.1.7 When an employee must be absent due to an unexpected illness or injury, the employee shall notify the immediate supervisor as soon as possible. Absences such as those resulting from a scheduled surgery or childbirth require that the employee notify the supervisor as far in advance as possible.

10.1.8 All absences expected to last five (5) days or longer shall require, as soon as practicable, after discovery of the medical condition, a physician's certificate giving dates (or approximate dates) upon which the absence will begin and end. In instances where the District is unsure of the ability of the employee to perform the functions of the job, the District may request the employee to provide a certificate from the physician indicating that the employee is physically capable of performing the normal tasks of the position.

10.1.9 The District reserves the right to request a physician's certificate in proof of disability for an absence of five (5) or more consecutive work days and may condition the employee's return on the receipt of such certificate. For disabilities that extend beyond two (2) weeks in time or three (3) weeks total time, the District, at its option and its expense, may require an examination of the employee by a physician selected by the District.

10.1.10 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 pursuant to such insurance and the amount the employee would normally earn if eligible for sick leave. Those employees who do not have accumulated sick leave shall receive only those benefits for which they are eligible. If eligible, a deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

10.1.11 As required by State Law (RCW 28A.400.300(i) as now or hereafter amended, accumulated sick leave shall be transferred upon request to and from one District to another.

10.2 Annual January Sick Leave Cash Out - Each school year, qualifying employees shall be eligible for an annual cash out of accrued sick leave in an amount no greater than their annual sick leave allotment. Such cash out shall be at their hourly rate of pay and on a one (1) for four (4) basis, if they have accrued at least sixty (60) days of unused sick leave, as permitted by law.

10.3 Retirement Cash Out - At the time of separation from employment with the District 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 compensation for the employee for each four (4) days accrued sick leave. No more than one hundred eighty (180) sick leave days shall be eligible for conversion as permitted by law.

10.3.1 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 State's Retirement System. 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.

10.4 Leave Sharing - Employees who qualify for leave sharing, shall contact the Human Resources Department. The procedures for donation and usage shall be consistent with current state law.

10.5 Family and Medical Leave Act - The District agrees to comply with all provisions contained within and revisions made to the FMLA. Additionally, the District will extend benefits under the FMLA to domestic partners.

10.6 Bereavement - Each employee shall be entitled, as needed, while under the employ of the District to up to three (3) days at regular pay for absences at or near the time of death in the immediate family. For this purpose, immediate family shall be defined to include: spouse, domestic partner, parent, sister, brother, children, stepchildren, mother-in-law or father-in-law, grandparent or grandchild.

10.6.1 All employees shall receive one (1) day at regular pay for absences relating to the death in the family, other than the immediate family. For this purpose, family other than immediate family shall be defined to include: aunt, uncle, brother or sister-in-law.

10.6.2 An employee will not be compensated for any absence due to death for those not specified above, or for longer than the specified period. In cases where emergency factors such as an estate settlement or other legal matters relating to a death or long distance travel is involved, the employee may utilize up to two (2) additional days leave to be deducted from sick leave, if available. All absences pursuant to this Section must be cleared with the immediate supervisor and approved by the Human Resources Director or designee.

10.7 Medical Leave - Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery, or because of pregnancy or childbirth and may only be granted for the period of actual disability and shall not exceed one (1) year, or two (2) years in the event of an on-the-job injury.

10.7.1 Medical leave without pay is available to employees who have exhausted their sick leave accumulations and have requested such leave in writing. Requests for medical leave without pay shall be made sixty (60) calendar days, whenever possible, prior to the proposed starting date of the leave and sent to the employee's immediate supervisor and the Human Resources Director for approval. The Employee shall provide the District with a Physician's certificate giving dates (or approximate dates) upon which the absence is proposed to begin and end. The actual starting date

of the leave will be determined as necessary to protect the quality of the District's operations, the desire of the employee and the employee's attending physician. While the employee is still working, the District may request the employee to provide a certificate from the doctor indicating that the employee is physically capable of performing the normal tasks of the position, without jeopardizing the employee's health or safety of others.

10.7.2 Expiration of the health leave without pay shall be when the employee's attending physician confirms the ability of the employee to resume the duties of the assigned position. The District may, at its discretion, and at its expense, have the employee examined by a physician of the District's choice, at any time.

10.8 Employees returning from leave granted under Section 10.7, in excess of fifty (50) school district business days will not necessarily be assigned to the identical position occupied before the leave. 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. Employees returning from any other leave under this Article will be assigned to the position occupied before the leave. However; as an exception, absences resulting from a valid L&I injury shall be filled during the approved leave pursuant to Section 5.3.

10.9 Employees returning from leave under this Article, unless otherwise specified, shall retain accrued sick leave and vested vacation rights. With the exception of administrative leave which results in termination, sick leave and vacation credits shall accrue while the employee is in a paid leave status.

10.10 Jury Duty - In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's pay for each day of jury duty. The jury duty fee received by the employee shall be retained by the employee. Upon receipt of a jury summons the employee shall immediately notify their immediate supervisor and the Human Resources Director. The employee shall furnish a copy of the payment for jury service as proof of said service, before payment will be made of the employee's salary.

10.10.1 The District shall compensate an employee up to five (5) days for time spent in court as a witness for any single case, except in cases related to the employee's work assignments for the District then the employee shall be compensated for all time involved as a witness.

10.11 Absence for court appearances - In the event an employee is required to appear as a witness or party in court at the request of the District, the employee shall be compensated for the time spent in court. In the event an employee is required to appear in court as a witness or party, or in any other capacity, and the appearance is either adverse to the District or unrelated to the employee's employment with the District, the District will not compensate the employee for the time. In those instances, an employee will be allowed to use accrued leave benefits, except the employee will not be allowed to use sick leave for this purpose.

10.12 Personal Leave - Each employee will receive two (2) paid personal leave days per school year, and when used time shall be deducted from the employee's sick leave balance described in Section 10.1. In the absence of sick leave, the request will be denied.

10.12.1 Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. If granted, this leave is unpaid and without the accrual of benefits.

10.13 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 within this Article. The leave is restricted to those living with the child at the time of the birth or initial placement. For purposes of this Section "leave" means any leave from employment granted for the care for a newborn or newly adopted child at the time of placement for adoption.

10.14 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).

10.15 Domestic Violence Leave – With advance notice, when possible, the employees are entitled to take reasonable leave for domestic violence issues in accordance with RCW 49.76.

10.16 Vacation - A vacation year shall be based upon the employee's anniversary date of employment. Twelve (12) months from the day the employee began his employment with the District shall be the employee's employment year. Employees hired prior to September 1, 2013 shall accrue fifteen (15) days paid vacation leave a year for the first (1st) year of employment. Employees hired September 1, 2013 or later shall accrue ten (10) days paid vacation leave a year for the first (1st) year of employment. An employee shall accumulate one (1) additional day of paid vacation leave each year of employment up to twenty-five (25) days. Those employees who work less than full-time shall receive vacation pay on a pro rated basis. Employees in their first year of employment who have completed their probationary period shall be allowed to take accrued vacation. Such vacation shall be taken at managements discretion based on scheduling needs.

10.16.1 Two Hundred and Sixty (260) day Employees Vacation Use: Any vacation hours currently due to twelve (12) month employees but unused by the new accrual date each year shall 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. Any accrued vacation above thirty-five (35) days that has not been used by August 31st of the school year will be cashed out on an annual basis with the September pay warrant, pursuant to Board Policy 5411 as it exists on September 1, 2010.

10.16.2 Vacation Cash Out (less than two hundred and sixty (260) day employees): Vacation time that has not been used, or scheduled and approved for use between June 10 and August 31 by June 10th will be cashed out in the June paycheck. Vacation days not yet accrued (July and August) but paid will be recouped by the District by withholding the funds from the employee's final paycheck should the employee resign or otherwise be separated from employment during the period June 11th through August 31st.

## ARTICLE XI HEALTH AND WELFARE AND RETIREMENT

11.1 The District and the Union agree Article XI, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar State wide jurisdictions.

11.2 Western Conference of Teamsters Pension Plan - The bargaining unit elected to participate in the WCTPT effective January 1, 2012. Contributions shall be by pre-tax payroll diversion based on all compensated hours covered under this Agreement and shall be uniform by classification. For the purposes of this section, "all hours compensated" will be determined by total eligible hours worked, overtime, holidays, and hours of additional pay as stated on each employee's monthly pay warrant and does not include vacation or sick leave cash out payments as allowable under state law and the bargaining agreement. If in the future withdrawal 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.

Effective September 1, 2013 based on August hours contributions shall be for all bargaining unit members, who are identified in Article 1, Section 1.2. Contributions by the District to the "basic plan" shall be uniform by Classification for all compensable hours covered by this Agreement excluding cash out of accrued but unused vacation pay through a pre-tax payroll diversion.

The total amount due for each monthly payroll period shall be remitted in a lump sum by the District at the time specified by the Administrator of the Trust Fund. The District shall abide by such 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 on account of each member of the bargaining unit.

All employees working in the classification of District Safety Officer (SO) and District Safety and Security Officer (SSO), the District's contribution shall be two dollars ($2.00) per hour. (Effective 1/1/2019)

All employees working in the classification of Campus Safety Officer, the District's contribution shall be three dollars ($3.00) per hour. (Effective 1/1/2015)

District Safety Officers, District Safety and Security Officers, and/or Campus Safety Officers covered by this Agreement, may elect to increase the payroll diversion. If they do, the Union and the District will execute a Memorandum of Understanding in a timely manner pursuant to Trust rules.

## ARTICLE XII MISCELLANEOUS

12.1 District Rules - The Union recognizes the right of the District to establish reasonable rules as the District may deem necessary, provided that such rules shall not be in conflict with the terms of this Agreement. The Union reserves the right to contest any rule that it deems a violation of this Agreement.

12.1.2 All rules shall apply equally to all bargaining unit members similarly situated.

12.1.3 The District shall provide a copy of the current Security Department manual of Policy and Procedures to the Union and the employees upon request. The Department SOP manual shall be considered a living document with changes, updates, and deletions to be conducted in collaboration with the Officers, Shop Steward(s), and their Union's Business Agent.

12.2 Class Attendance/Equipment -The District shall provide to each member of the Bargaining Unit annually six hundred fifty dollars ($650.00) to cover the costs for approved professional growth activities/classes or for the purpose of replacement, purchase or repair of required equipment including work specific footwear. To be eligible for this reimbursement, members must receive prior approval from the Chief of Security Services or designee.

12.2.1 The employee must make a written request for professional growth training. It must be of mutual benefit to both the District and the employee. The employees may pool their allotments to hold a group training.

12.2.2 The District shall compensate employees for any lost wages while participating in an approved personal growth activity/class that conflict with their regularly assigned shift. Employees who are assigned a night shift shall be relieved from the shift after the training. Said employee shall not suffer a reduction of earnings as a result of attendance.

12.3 Physical Exams - In the event that any physical examination of any kind is required by the District as a condition of employment, the District shall bear the cost of same.

12.3.1 All employees are required to be alert, attentive and capable of performing their assigned job responsibilities. It is also the responsibility of each employee to maintain good physical condition sufficient to maintain and perform the essential duties of their position. The District will be developing pre-employment testing for all security positions and will be seeking Union input on those standards.

12.4 Uniforms: All bargaining unit members shall wear a District issued shirt at all times during working hours. The District shall initially provide each employee with six (6) shirts, three (3) short sleeves and three (3) long sleeves. Replacement shirts will be provided upon request, not to exceed three (3) shirts per calendar year. Upon an employee's request, the District will provide a vest to be worn with the District issued shirt. Vests will be replaced by the District upon request, not to exceed one (1) vest per calendar year. Jackets will continue to be provided by the District, to be worn at the employee's discretion, except when required to be worn at District direction. The District shall provide all newly hired Officers with two (2) pair of black pants. Up to two (2) pairs of black pants which have become worn out and/or damaged in the line of duty will be provided to all Officers on an as needed basis. Uniform style/design shall be in collaboration and by mutual agreement with the Department's Officers based on the parameters established by the Chief of Security Services.

12.4.1 Duty Equipment:

Duty equipment as historically provided and required shall remain in effect during the term of this Agreement.

Equipment style, design, manufacturer, and quantity shall be determined collaboratively with the Department's Officers pursuant to past practice.

All district provided equipment shall be repaired and replaced at District expense.

Replacement shall be at a minimum that required/suggested by the PPE manufacturer.

Equipment training/certification shall be provided by the District and recognized as hours worked.

Upon separation of service, all District provided equipment shall be relinquished to the Chief of Security.

12.5 Firearms Qualifications: Employees are required to meet a firearm qualification standards assessment on an annual basis. During the annual assessment and retesting if necessary, the employee is offered two consecutive qualification attempts to pass. Failure to meet the firearm qualification standards assessment will result in the employee being reassigned to an unarmed dayshift position for a period of two weeks. Employee will be compensated at the appropriate SSO rate. During that time period, the employee will be provided up to eight (8) hours of training. The employee will have an opportunity to retest under the firearm qualification standards assessment at that time. Failure to meet the assessment a second time will result in the employee being on an unpaid leave of absence for up to two weeks. Any necessary retraining will be at the employee's own expense. The employee will be provided a third opportunity to retest at that time, and if the employee fails at that time, will be subject to immediate termination. Should there be an open CSO position at that time, the Director of Safety and Security may consider the employee to fill that position.

## ARTICLE XIII SEVERANCE OF EMPLOYMENT

13.1 The District shall not discipline any employee without just cause. Discipline shall be limited to written record of verbal warning, written reprimand, written suspension (without pay), and written termination. Disciplinary actions shall fit the act(s) of misconduct. Not all act(s) of misconduct require all levels of progressive discipline.

13.1.1 Should an employee be removed from his work assignment during an investigation the employee shall be placed on paid administrative leave pending the final disposition of the issue/investigation. During said leave the employee shall be paid for all regularly scheduled straight time hours. The District shall conduct the investigation in a timely manner. The Executive Director of Human Resources or designee will communicate the completion of all investigations to the Union. If the investigation leads to the employee being suspended said paid leave will be reduced by the amount of the disciplinary suspension, and any additional pay that may be affected by related disciplinary action. Pursuant to RCW 28A.400.320, the District is entitled to recover from the employee any salary or other compensation that may have been paid to the employee for the period between such time as the employee was placed on administrative leave, based on criminal charges that the employee committed a felony crime specified under RCW 28A.400.322, and the time termination becomes final.

13.2 Written notices, discharges or suspensions, to be considered as valid, must be by proper written notice to the employee and Union within ten (10) District business days after the occurrence of or the completion of an investigation for an alleged violation claimed by the District as the basis for the written warning, written reprimand, suspension or discharge.

13.3 Except for what's defined in WAC 181-88, upon request discipline shall be removed from Officers' personnel files three (3) years after the date of issuance.

## ARTICLE XIV GRIEVANCE PROCEDURE

14.1 A grievance shall be defined as a claim by an employee, or a group of employees, or the Union on behalf of an employee or group of employees that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. Grievances shall be processed as hereinafter provided.

14.2 STEP I - Employees and the Shop Steward shall first discuss the grievance with their immediate supervisor (Chief of Security Services, Building Administrator or designee). The Employee and/or Shop Steward is required to disclose the nature of the meeting as a Step 1 grievance and explain the contract violation(s) and desired remedy. The supervisor shall have five (5) working days in which to resolve the grievance. All grievances not brought to the immediate supervisor within fifteen (15) working days of when the

grievant knew or should have known of the occurrence giving rise to the grievance shall be invalid and subject to no further processing. Any settlement reached during the 1st Step meeting shall be reduced to writing and signed by the Chief of Security Services or designee, with a copy furnished to the Shop Steward.

14.3 STEP II - If the grievance is not resolved to the employee's satisfaction in accordance with STEP I, the employee and/or the Union shall reduce to writing a statement of the grievance containing the following:

- The facts on which the grievance is based.
- A reference to the Articles and Sections of this Agreement alleged to have been violated.
- The remedy sought.

14.3.1 The written grievance shall be submitted to the immediate supervisor (Chief of Security Services, Building Administrator or designee) within five (5) working days of the Supervisors decision outlined in STEP I, with a copy sent to the Human Resources Department. Within five (5) working days after receipt of the written grievance the immediate supervisor (Chief of Security Services, Building Administrator or designee) shall communicate a written response to the grievant, with a copy sent to the Union and to the Human Resources Department.

14.4 STEP III - If the grievance is not satisfactorily resolved at STEP II, the employee and/or the Union, may within fifteen (15) working days after receipt of the written response from STEP II, submit the written grievance to the Superintendent of the District or designee. Within ten (10) working days after receipt of the grievance, the Superintendent of the District or his designee shall communicate a written response to the grievant.

14.5 STEP IV - If the grievance is not resolved at STEP III, or if no decision has been made within the period provided, the Union may submit the grievance to arbitration. The Union may exercise its right to arbitration by giving the Superintendent or designee written notice of its intent to arbitrate within fifteen (15) working days after the decision in STEP III or fifteen (15) working days after the time limit in STEP III, whichever occurs first.

14.5.1 In the event the parties are unable to agree on the arbitrator within fourteen (14) working days, they shall jointly and promptly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) working days following receipt of the panel, the District and the Union shall alternately strike one (1) name from the list until only one (1) name remains. The party striking the first name shall be determined by chance.

14.5.2 Should the parties fail to conclude their responsibilities under this Section within ten (10) working days following receipt of a panel, then all Arbitrators on the list shall be considered acceptable and the Federal Mediation and Conciliation Service shall appoint one.

14.5.3 Arbitration shall be scheduled as promptly as possible.

14.5.4 Any expense connected with such arbitration shall be borne equally by the Union and the District, except that each party shall bear the cost of presenting its own case. The decision of the Arbitrator shall be final and binding on the parties hereto. The Arbitrator shall not have the power to negotiate new agreements nor change the provisions of this Agreement.

14.5.5 The District and the Union may mutually agree to extend the time limits at any STEP and/or skip any STEP in the grievance procedure.

14.6 All grievances as defined in this 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.

## ARTICLE XV SAVINGS CLAUSE

15.1 Should any provision, application or portion thereof of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, Attorney General's opinion or Auditor's report, the parties shall negotiate to modify the provision(s), application(s) or portion(s) thereof specified in the Decision. All other provision or applications of this Agreement shall continue in full force and effect.

## ARTICLE XVI DURATION CLAUSE

16.1 This Agreement shall be effective September 1, 2024 excepting those provisions which denote otherwise, and shall remain in full force and effect through August 31, 2027.

16.2 Not less than sixty (60) calendar days prior to the expiration of this Agreement, the District and the Union shall meet for the purpose of negotiating a successor Agreement.

16.3 The parties shall continue to operate under the terms and conditions of this Agreement as prescribed by RCW 41.56.123. The parties may extend the time period by mutual agreement.

| PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters | Highline School District No. 401 |
|---|---|
| By _____ | By _____ |
| Chad Baker<br>Secretary-Treasurer | Ivan Duran<br>Superintendent |
| Date 7/16/24 | Date 7/24/24 |

APPENDIX "A"
to the
**A G R E E M E N T**
by and between
HIGHLINE SCHOOL DISTRICT NO. 401
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2024 through August 31, 2027

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THIS APPENDIX is supplemental to the AGREEMENT by and between HIGHLINE SCHOOL DISTRICT NO. 401, hereinafter referred to as the District, 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.

A.1 Effective September 1, 2024 the hourly rates of pay for employees covered by this Agreement shall be as follows:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| **Position** | **00-12m** | **1-2 yrs** | **3-4 yrs** | **5-6 yrs** | **7-8 yrs** | **9 yrs +** |
| | | | | | | |
| **Campus Safety Officers** | $38.05 | $39.90 | $41.08 | $41.94 | $43.00 | $43.62 |
| | | | | | | |
| **District Safety Officers** | $41.79 | $43.59 | $44.94 | $46.28 | $47.20 | $48.12 |
| | | | | | | |
| **District Safety and Security Officers** | $44.50 | $46.28 | $47.64 | $49.09 | $50.08 | $50.59 |
| | | | | | | |

A.1.1 Longevity Increases:

20 yrs. + two percent (2%) above Step 6

A.2 Effective September 1st of this Agreement, for the 2025-2026 and 2026-2027 school years, the salary schedule for all classifications contained in Appendix A, A.1, shall be increased by applying one hundred percent (100%) of the percentage change in the Seattle-Tacoma-Bellevue Area Consumer Price Index annual percentage for the period December to December. But in no case shall the salary schedule be increased by less than the annual inflationary adjustment as funded by the State Legislature. The index used shall be the Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100%) as published by the U.S. Bureau of Labor Statistics.

A.3 STEP increases shall become effective September 1st of each year; provided however, the employee has worked the required months/years of service. To receive credit for a year, an employee must work at least one-half (1/2) of their work calendar the previous employment year with continuous employment within the same bargaining unit.

A.4 Employees promoted from one classification to another shall be placed into the lowest pay STEP of the higher classification which still provides for an increase higher than that currently being received by the promoted employee.

A.5 Work Out of Classification - When an employee is assigned to perform the duties of a higher paid classification position for one (1) regular workday or more, the employee shall receive a rate of pay equal to the salary range of the higher paid classification which shall provide the employee with an increase in his regular straight-time hourly rate of pay which shall be no less than one (1) salary STEP above the employee's current rate of pay for all hours worked in the higher classification.

A.6 If an employee is transferred voluntarily to a lower paid classification, that employee shall be placed in the same step in the lower classification.

A.7 Overtime work out of classification - When an employee is working out of classification and receiving an overtime rate of pay pursuant to Section 6.3, the employee's rate of pay shall be determined by the nature of the overtime duties. If those duties are consistent with the employee's classification as listed in A.1 above, the employee's normal rate of pay will apply. If those duties are consistent with a different classification, the employee's rate of pay will be the rate associated with those duties, which may be higher or lower than the employee's normal rate of pay. The employee working out of classification shall receive pay at the same step level as their classification.

A.8 Officers assigned the field training of new Officers shall be paid twenty percent (20%) above their hourly rate of pay during said assignment. Officers assigned firearm instruction/certification shall be paid thirty percent (30%) above their hourly rate of pay during said assignment. An Officer assigned to be the Lead Officer in the support of or in the absence of the Chief of Security, shall be paid thirty percent (30%) above their hourly rate of pay during said assignment. Selection of employees for these assignments shall be done in consultation with the Union and seniority of those qualified for such work shall be given due consideration.

| PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters | Highline School District No. 401 |
|---|---|
| By _____ | By _____ |
| Chad Baker<br>Secretary-Treasurer | Ivan Duran<br>Superintendent |
| Date 7/16/24 | Date 7/24/24 |

# Memorandum of Understanding

veba TRUST

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 (Security and Safety)** ("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 June 1, 2024 to May 31, 2025.

Signed for Teamsters Local 763 (Security and Safety) — Date: 7/16/24

Signed for Highline School District — Date: 7/23/24