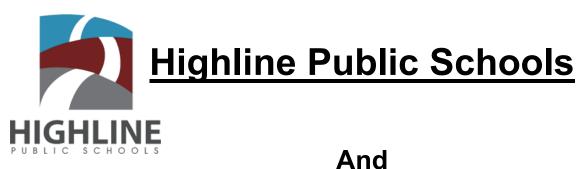
## **Agreement** By and Between



## And



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

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

September 1, 2024 – August 31, 2027

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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 Public Schools (hereinafter "District" 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").

#### **ARTICLE I**

#### RECOGNITION AND COVERAGE OF AGREEMENT

<u>Section 1.1.</u> The District hereby recognizes the Union as the exclusive representative of the employees in the bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing all such employees.

<u>Section 1.2.</u> The District will provide the Union and applicable employees subject to this Agreement with position descriptions and such amendments, changes and additions to such position descriptions as changes from time to time may occur. Modification of existing position descriptions or the creation of new position descriptions shall require reopening of this Agreement for salaries only for the above position descriptions pursuant to Section 19.3 of the Contractual Agreement.

Section 1.3. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: (1) Building Maintenance; (2) Bus Driver; (3) Bus Monitor; (4) Nutrition Services; (5) Custodial Services; (6) Grounds Maintenance; (7) Vehicle Maintenance; (8) Warehouse and Delivery, (9) Driver Trainer. Nothing in this Agreement shall be construed so as to include in the bargaining unit temporary and/or substitute personnel who are casual employees for purposes of RCW 41.56. (The current PERC test is that temporary and/or substitute employees who are employed by the District for more than thirty (30) cumulative days of work within any twelve (12) month period, and who continue to be available for employment are regular part-time employees and are included in the bargaining unit.) Such regular part-time employees receive the rights and benefits listed below. The following positions shall not be represented by the Union: Driver Trainer Program Specialist, Transportation Supervisor/Dispatcher, Routing Manager, Security Officers, Supervisory Staff as defined by PERC or the National Labor Relations Board.

- 1. Article I, Sections 1.1, 1.3, 1.3.1, 1.3.2.
- 2. Article III, Section 3.1.
- 3. Article VII, Sections 7.3.1, 7.3.2, 7.3.3, 7.3.4, 7.3.5.
- 4. Article IX As provided for in the Preamble
- 5. Article X, Sections 10.1, 10.1.1, 10.1.2., 10.4, 10.5, 10.8.
- 6. Article XII, As determined by SEBB and Section 12.5 (Teamsters Pension Plan)
- 7. Article XIV.
- 8. Article XV limited to grieve only expressly provided for provisions.
- 9. Article XVII, Sections 17.1, 17.2, 17.3, 17.4.
- 10. Salary Schedule A, modified year to year pursuant to the terms of this Agreement
- <u>Section 1.3.1.</u> <u>Temporary Employee.</u> A temporary employee is a worker hired for a limited time only, but not to exceed sixty (60) consecutive District work days. Such worker is hired with the understanding the employment will end upon the completion of the particular task for which hired.
- <u>Section 1.3.2.</u> <u>Substitute Employee.</u> A substitute employee is a worker hired for a limited time only to perform the duties of an employee whose position is temporarily vacant. Such worker is on an "on call" basis daily.
- **Section 1.4.** Full-time employees will be those employees who are scheduled to work a full eight (8) hour shift for twelve (12) months each year.
- Section 1.5. Less than full-time employees will be those employees who are scheduled to work less than a full eight (8) hour shift and/or less than twelve (12) months, but not less than one hundred seventy (170) days per year, and who normally return year after year on this basis.
- <u>Section 1.6.</u> For the purpose of allocating sick leave and holidays, a unit will consist of the number of hours scheduled as described in the currently used form not to exceed forty (40) hours in a work week.

#### **ARTICLE II**

#### RIGHTS OF THE EMPLOYER

<u>Section 2.1.</u> 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.
- <u>Section 2.2.</u> The District will consult with representatives of the Union as required by state law prior to subcontracting that would affect the position of employees in the bargaining unit.
- <u>Section 2.3.</u> 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 parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining. The District and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

#### **ARTICLE III**

#### RIGHTS OF THE EMPLOYEES

- <u>Section 3.1.</u> 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 freedom of such employees to assist the Union will be recognized as extending to participation in the management of the Union. The Employer will take action required or refrain from such action in order to assure employees that no interference, restraint, coercion or discrimination is allowed within the Employer to encourage or discourage membership in the Union.
- <u>Section 3.2.</u> 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 Employer as stipulated in Article XV of this Agreement (Grievance Procedure).
- <u>Section 3.3.</u> All terms and conditions of employment included in this Agreement shall be lawfully administered and applied without regard to race, creed, color, national origin, sex, sexual orientation, veteran's status, marital status, age, religion, or certified disability as

required by state and federal laws except in those instances where age, sex or the absence of a certified disability may constitute a bona fide occupational qualification. The parties hereto mutually support the tenets of the District Affirmative Action Policy.

Section 3.4. Permanent Personnel Files. Permanent personnel files relating to an employee which are retained by the District shall be made available for review and copy 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. Derogatory material will be shown to the employee before being placed in this file. Materials reviewed by the employee and judged to be derogatory to the employee's conduct, service, character, or personality, may be answered and/or refuted by the employee in writing. Such written responses shall become a part of the District's personnel record. Employees may add such materials relevant to job performance that the employee deems to be appropriate. Except in extraordinary circumstances as determined by the District, any derogatory material kept by the District in an official file not shown to the employee within 30 working days of composition, shall not be relied upon in matters of discipline.

Section 3.5. Evaluations. An annual evaluation of an employee's performance shall be made by the District and shall become 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 comments/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 addressed 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.

<u>Section 3.6.</u> During regular working hours, employees are not required to use personal technology devices to perform work for the District or to maintain regular communications within the District. Employees issued a District cell phone are expected to remain in communication on that device during working hours.

#### ARTICLE IV

#### **RIGHTS OF THE UNION**

<u>Section 4.1.</u> 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.

- <u>Section 4.2.</u> The Employer will, as part of the general orientation of each new regular and substitute employee within the unit, subject to this Agreement, notify said employees they have been hired into a regular or substitute position represented by the Union. The District, as part of general orientation of each new employee, 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. In addition, the Employer will notify the employees a copy of the Labor Agreement is available on the District web-site. Upon completed application with the Union pursuant to Article 14, copies of the Labor Agreement will be provided by the Union to those members who request one.
- <u>Section 4.3.</u> 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. During this approved time off, if the employee would otherwise be eligible for an attendance incentive and/or Holiday Pay, this approved time off will not affect such eligibility. 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.
- <u>Section 4.4.</u> The District will provide monthly, to the Union the names of all employees in the unit who have had dues deducted. The District shall provide monthly to the Union, the following information regarding each employee in the bargaining unit: full name, address, phone number, worksite and classification and date of hire. The District shall provide a seniority list when requested by the Union.
- <u>Section 4.5.</u> Representatives of the Union after checking in at the appropriate site main office with the Administrator or designee, shall have access to the District premises during business hours, provided, 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 coffee or lunch breaks.
- <u>Section 4.6.</u> <u>Bulletin Boards.</u> The Employer will provide a bulletin board space in each school and/or facility 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 said Union. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property other than herein provided.
- <u>Section 4.6.1.</u> 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 notice.
- <u>Section 4.6.2.</u> The Employer reserves the right to withhold the use of space for posting bulletins not related 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 Employer.

<u>Section 4.7.</u> <u>School Year Calendar.</u> The Union shall be given an opportunity to provide input regarding the school year calendar.

<u>Section 4.7.1.</u> <u>Work Year Calendar.</u> The District and the Union have agreed the work year calendar that supports all requirements of the established school year calendar and affects this bargaining unit shall be established through a collaborative process.

Section 4.8. Shop Stewards. - The Union may have a Shop Steward or Stewards who shall be a regular employee and shall perform his 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 Union Representative, meet with the employer and employees to investigate and resolve grievances at Step 1, attend negotiations, attend Labor/Management, Safety Committee Meetings, and any other meetings with the Employer that the Union deems necessary. The accredited Union Representative shall be the only one to take up with the Employer or his 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 away from their normal duties in paid status for the performance of their duties under this Section which fall on a scheduled work day.

#### ARTICLE V

#### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

<u>Section 5.1.</u> 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 that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to execute a written agreement; to confer and negotiate in good faith at reasonable times with respect to grievance procedures 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.

<u>Section 5.2.</u> 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.

<u>Section 5.3.</u> <u>Site-Based Decision Making.</u> If site-based decision making is established in a site with members of this bargaining unit, and, the scope of such includes decisions involving the wages, hours, and working conditions of bargaining unit members, such decisions will be reviewed by the Union and District and shall, if a mandatory subject for bargaining as determined by PERC, be subject to negotiations.

#### **ARTICLE VI**

#### LABOR/MANAGEMENT COMMITTEE

<u>Section 6.1.</u> The Superintendent and/or designee(s) and the Union Representative and/or designee(s) shall meet at mutually agreeable times during the scheduled workday and mutually agreeable locations to discuss appropriate matters of mutual concern. When possible, the items for discussion shall be discussed prior to the meeting.

#### ARTICLE VII

#### HOURS OF WORK AND OVERTIME

- <u>Section 7.1.</u> The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days off, Saturday and Sunday; provided, however, the Employer may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days off.
- **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 workday(s).
- <u>Section 7.2.</u> Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable prior written notice to the employee. Such prior notice shall normally be one calendar week except in cases of emergency; however, notification via telephone or email may be used when the employee is not available at the work site or an emergency renders a written notice impractical and/or impossible. The District shall maintain documentation of such notification.
- Section 7.3. Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 4:00 A.M. and 9:59 A.M. The second shift is any shift beginning between 10:00 A.M. and 3:59 P.M. The third shift is defined as any work shift beginning between 4:00 P.M. and 1:00 A.M. The Employer agrees not to establish a shift to begin earlier than 4:00 A.M. or later than 1:00 A.M.
- <u>Section 7.3.1.</u> The parties agree that shifts shall be established requisite to fulfilling tasks assigned by the supervisors pursuant to the provisions of this Agreement. If there is a period of fifteen (15) minutes or less between regular assignments, the base hourly rate of pay shall continue uninterrupted.

- <u>Section 7.3.2.</u> 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 work day 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 work day.
- Section 7.3.3. The regular shift for eight (8) hour employees shall consist of eight (8) hours which shall include a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which shall occur as near the middle of each half shift as is practicable. In addition, employees shall be provided thirty (30) minutes uncompensated time for lunch as near the middle of the shift as is practicable.
- <u>Section 7.3.4.</u> Employees requested by the immediate supervisor to work through their regular meal period shall be assigned another time to eat at a time during the shift, if possible; if it is not possible to assign another time for a meal period during the shift, then such employee shall receive thirty (30) minutes compensation at the appropriate overtime rate of pay for the worked meal period.
- <u>Section 7.3.5.</u> Regular part-time employees who work three (3) hours, but less than six (6) hours, will be granted a rest period of fifteen (15) minutes. Regular part-time employees who work six (6) hours or more will be granted two (2) rest period of fifteen (15) minutes.
- <u>Section 7.3.6.</u> The substitution and use of compensatory time must be mutually agreed upon by the employee and administrator. Approval of compensatory time will be fairly approved and not unreasonably denied. No employee may bank more than 40 hours of compensatory time. Compensatory time must be utilized within 60 days of accrual. All compensatory time must be used or paid at the appropriate rate by the end of each fiscal year; however, under extenuating circumstances compensatory time not exceeding 40 hours may be retained on the books for up to six months.
- Section 7.4. Within the positions identified on Appendix A through G, employees requested to work a higher paid position will receive compensation equal to that which they would normally receive in the higher paid position after they have worked in said higher paid position for four (4) consecutive working days or fifteen (15) cumulative working days. The higher rate of pay shall commence with the fifth (5th) consecutive day or the sixteenth (16<sup>th</sup>) cumulative day of work in the higher paid position. The Employer agrees higher paid positions under this Agreement will be filled by the next senior employee in the trade/classification affected by the absence and as provided for in the applicable Appendix. The parties acknowledge that in Building and Grounds Maintenance higher paid positions might not be filled for an absence lasting three (3) days or less.

Section 7.4.1. Work Out of Classification - In the event the Employer assigns a member of the bargaining unit to assume a non-bargaining supervisory position, after qualifying for additional pay defined in Section 7.4 the employee shall be compensated for the entire period of special assignment at the first step of the appropriate supervisory salary table or one step above their current salary step which ever is greater. Such assignment shall be by mutual agreement between the Employer and the employee, shall be on a temporary basis and shall be for such reasons as illness, injury, vacation periods or filling the supervisor position during an interim period in which the permanent supervisor position is vacant. Further, such employee shall not have the authority or responsibility to hire, fire, or evaluate other members of the bargaining unit.

Section 7.5. In the event of an unusual building closure due to inclement weather, plant inoperation, or the like, 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 station and/or television broadcasts at least thirty (30) minutes prior to the beginning of the shift. If the Administrative Offices (ERAC) are closed due to inclement weather, plant inoperation, or the like, twelve (12) month employees shall not lose that day of pay. In the event certain safety essential employees are required to report to work on any day the Administrative Offices (ERAC) are closed, work will be offered to the affected employees based on seniority and the hourly rate of pay shall be an additional one and one half (1 ½) times their normal hourly rate of pay.

#### Section 7.6. Overtime.

Section 7.6.1. Overtime - Less than Full-time Employee. Less than full-time-employees other than those covered in Appendix "B". All hours worked in excess of forty (40) hours per week will be paid at the rate of one and one-half (1½) times the employee's base pay. Nothing contained herein shall be construed so as to permit an employee to count hours paid at one and one-half (1½) times the employee's base pay toward the forty (40) hour provision.

Section 7.6.2. Overtime - Full-Time Employee. In order for a full-time employee to be eligible for the overtime rate of pay in a week, such an employee 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 paid at the rate of one and one-half (1½) 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. Provided however, employees required to work overtime on Sunday shall be compensated at the rate of two (2) times the employee's base pay.

<u>Section 7.7.</u> Employees called back to work to perform work, shall receive no less than two (2) hours pay at the appropriate hourly rate.

<u>Section 7.7.1.</u> The District will give an employee who is at the worksite at least three (3) hours notice that they will be required to work beyond their normal work schedule. If the employee does not receive this notice, remaining at work beyond their normal work schedule must be by mutual agreement. The District will pay the employee for a minimum of one (1) hour work.

#### **ARTICLE VIII**

#### **HOLIDAYS AND VACATIONS**

<u>Section 8.1. Holidays.</u> All employees working twelve (12) months per year shall receive the following paid holidays:

1. New Year's Day	8. Veterans' Day
2. Martin Luther King Day	9. Thanksgiving Day
3. Presidents' Day	10. Day after Thanksgiving
4. Memorial Day	11. Day before Christmas
5. Juneteenth	12. Christmas Day
6. Independence Day	13. Day after Christmas
7. Labor Day	14. New Year's Eve Day

<u>Section 8.1.1.</u> Employees who do not work on holidays recognized within this Agreement will be paid at their regular rate of pay provided that:

- A. They report to work on the last scheduled work day for their job classification immediately preceding the holiday and they report to work on the first scheduled work day immediately following the holiday for their job classification; or
- B. They have received prior approval to be absent the day before and/or after the day after the holiday.
- C. If employees fail to report and work as scheduled for either or both the day immediately preceding or following the holiday for approved paid sick leave absence (Article IX), they may be required to submit proof of such absence; however, they will not receive pay for the holiday if they do not have a positive sick leave account or if they are on any type of approved unpaid leaves of absence.

Section 8.1.2. Employees who work on holidays will be paid for the hours worked on such a shift at one and one-half  $(1\frac{1}{2})$  times their regular rate of pay in addition to the above holiday pay.

<u>Section 8.1.3.</u> Whenever any holiday recognized within this Agreement falls on a weekend or while an employee is on vacation, the Employer has the option to either determine another day of observance or to pay the employee the regular rate of pay as if the employee had worked during the holiday.

<u>Section 8.1.4.</u> 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. Holidays identified in Section 8.1 recognized by the District during the student calendar year.
- B. One additional unit when work is performed a minimum of ten (10) days between the last and first student days:
- C. Two additional units when work is performed a minimum of thirty (30) days between the last and first student days.

#### Section 8.2. Vacations.

<u>Section 8.2.1. Accrual Period.</u> All employees subject to this Agreement shall accrue hours of vacation credit, based on hours worked during the period September 1 to August 31. Such vacation credit shall be earned and used as designated in this Article.

<u>Section 8.2.1.1.</u> <u>Accrual Formula.</u> 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 20 <sup>th</sup> 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 work day 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, emergency leave, or due to a holiday or vacation, the hours of the employee's normal work shift shall be credited as if worked.

<u>Section 8.2.1.3.</u> 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 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, will be cashed out in the September check. No more than twenty-five (25) days may be cashed out.

Section 8.2.2. Employees are encouraged to schedule vacation during school break periods and on non student days. Vacation requests during these periods and on these days will not be denied provided they are requested with as much advance notice as reasonably practicable but in no event with less than twenty-four (24) hours advance notice (except in the case of a proven emergency). Vacations during the school year may be requested with as much advance notice as reasonably practicable but in no event with less than five (5) working days advance notice (except in the case of a proven emergency). Vacation approval will not be unreasonably denied. Seniority shall determine approval if necessary.

Section 8.2.2.1. To assist custodians with vacation plans during the ten (10) month school year, the Employer will allow up to fifty percent (50%) of the custodial staff off at a site at any given time provided the vacation request is made in a timely manner provided for in Section 8.2.2. The exception to this provision shall be those sites which employ one (1) custodian.

Section 8.2.3. Less than Twelve Month Employees: Less than twelve month employees vacation allocation will be added to the regular hourly rate as reflected on the salary schedules attached to Appendix B and E. The vacation allocation is calculated by dividing the hourly rate by the vacation accrual factor applicable to the employee's year of service resulting in the vacation hourly pay. September 1<sup>st</sup> of each year, the vacation hourly pay will be increased by the same total percentage increase as the regular hourly wage rate.

<u>Section 8.2.4.</u> Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck providing the employee terminates prior to the  $10^{th}$  of the month. Employees terminating subsequent to the  $10^{th}$  of the month will have their vacation paid by direct deposit the month after their separation from employment.

#### ARTICLE IX

#### **LEAVES**

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

#### Section 9.1. Sick Leave.

Section 9.1.1. Illnesses, Injuries, Disabilities (Including Pregnancies) and Eligible **Emergencies.** An employee may be eligible to accrue a maximum of ninety-six (96) hours leave in any given year. Sick leave will be accrued on a prorated basis and may be used for personal illness, injury, pregnancy, miscarriage, abortion, childbirth and care for an employee's parents, grandparents, spouse 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). Part-time 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 worked beyond their normal calendar year. All deductions of sick leave shall be on an hourly basis as it relates to the employees 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 work day. 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.

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 October 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 October paycheck and the remaining sick leave balance in the February paycheck each school year.
- Employees hired after September 1<sup>st</sup> of any given year shall receive a prorated amount of hours based on their date of hire and the accrual period remaining.

<u>Section 9.1.2.</u> 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 accumulative sick leave will receive only those benefits for which they are eligible. 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.

<u>Section 9.1.3.</u> As required by State Law, accumulated sick leave shall be transferred to and from one District to another.

- <u>Section 9.1.4.</u> <u>Utilization of Sick (Disability) Leave.</u> For each hour's absence due to a disability, arising out of personal illness, injury or pregnancy, miscarriage, abortion, childbirth and emergency, a deduction of one (1) hour will be made from the individual's accumulated sick leave. Requests for emergency leave shall be made in writing through the employee's supervisor to the Director of Human Resources or designee. No salaries shall be received for any absences beyond leave credit.
- <u>Section 9.1.5.</u> <u>Definition of Disability.</u> (Disability means the inability to perform one's normal work functions.) In all cases, accrued sick leave will be paid only for the period of actual disability.
- <u>Section 9.1.6.</u> <u>Notification to District.</u> When an employee must be absent due to an unexpected illness or injury, the employee must notify the immediate supervisor as soon as possible. Planned absences such as those resulting from a scheduled surgery or childbirth require that the employee must notify the supervisor as far in advance as possible. For all absences, employees must identify how the absence is to be recorded (i.e.; sick leave, emergency, etc.) at the time of notification.
- <u>Section 9.1.7.</u> <u>Medical Certification.</u> All planned absences expected to last five (5) days or longer will 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. 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 job. Provided however, light duty work will occur if required by federal or state laws.
- <u>Section 9.1.7.1.</u> <u>Proof of Disability</u>: The District reserves the right to request a physician's certificate in 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.
- <u>Section 9.1.8.</u> <u>Leave Sharing.</u> Employees, who feel they may qualify for leave sharing, shall contact the Human Resources Department. Procedures for donation and use will be consistent with current state law.
- Section 9.1.9. Family and Medical Leave. All eligible employees are entitled to twelve (12) work weeks of leave during any twelve (12) month period because of: 1) Birth or placement for adoption or foster care of a child (within twelve (12) months of that birth or placement); or 2) Serious health condition of the employee or the employee's spouse, domestic partner, child or parent. Domestic Partners must be registered with Washington State and qualify according to the State Registered Domestic Partner Act (SRDPA RCW 26.60). Eligible employees are those who have been employed for the last twelve (12) months by the District and who have worked at least 1,250 hours during the twelve (12) months before the leave is requested. The employee must give at least thirty (30) days

notice (except in emergencies) before taking such leave, and must schedule planned medical treatment so that it does not unduly disrupt the District's operation. During the non-paid portion of this leave, the employee will not accrue sick leave or vacation. Seniority will accrue through both the paid and unpaid portion of the leave. If a paid leave (sick leave and/or vacation leave) is used during this leave, the normal provision of that leave will apply. The employee will continue to receive the district contribution for insurance as provided for in Article XII. However, if the employee fails to return from this leave, the employee must reimburse the District for all premiums paid by the District during the leave. An employee returning from this leave shall be entitled to the position held before the leave or an equivalent position, subject to legitimate job changes or layoffs that would have occurred if the employee were not on leave.

Section 9.2. Bereavement Leave. Each employee will be entitled, as needed, up to three (3) days at regular pay for absences at or near the time of a death in the immediate family. For this purpose, immediate family is defined to include: spouse, domestic partner, parent, sister, brother, children or stepchildren, mother- or father-in-law, grandparent, or grandchild. Domestic Partners must be registered with Washington State and qualify according to the State Registered Domestic Partner Act (SRDPA – RCW 26.60).

All employees will receive one (1) day at regular pay for absences relating to a death in the family, other than immediate family. For this purpose, family other than immediate family is defined to include: aunt, uncle, brother- or sister-in law, and spouses' grandparent.

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 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. Approval must be obtained from the Director of Human Resources or designee. All absences pursuant to this section must be cleared with the immediate supervisor and approved by the Director of Human Resources or designee.

<u>Section 9.3.</u> <u>Temporary Disability Leave.</u> 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.

<u>Section 9.3.1.</u> Temporary disability leave without pay is available to employees who have exhausted their sick leave accumulations and have requested in writing for such leave. Requests for temporary disability 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 Director of Human Resources for approval. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician, by providing the District with a physician's certificate giving dates (or

approximate dates) upon which the absence will begin and end. 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 job, without jeopardizing the employee's health or the safety of others. The District reserves the right to require a physician's certificate in proof of disability for any absence. Provided however, light duty work will occur if required by federal or state laws. Sick leave and vacation credits will not accrue while the employee is on temporary disability leave. Seniority will accrue.

<u>Section 9.3.2.</u> Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave 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.

<u>Section 9.4.</u> <u>Paternity Leave.</u> Paternity leave shall be granted with pay, on a temporary basis, upon application to the Director of Human Resources. Such leave shall not exceed an aggregate of one (1) day for each birth. Such leave shall be deducted from that accumulation pursuant to Section 9.1.1. above.

Section 9.5. Judicial Leave. In the event an employee is summoned to serve as a juror, or 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. If an employee is a complainant or defendant in a case, 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 Director of Human Resources. The employee shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service, or of witness, and the pay received before payment will be made of the employee's salary.

<u>Section 9.6.</u> <u>Leave of Absence.</u> 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. This type of leave will be without pay and benefits. Seniority will not accrue.

Section 9.7. Personal Leave. Each employee will receive three (3) paid personal leave days per school year, and when used time shall be deducted from the employee's sick leave balance described in Section 9.1. In the absence of sick leave, the request will be denied as soon as reasonably practicable. Personal leave may be used in conjunction with holidays defined in this Agreement with prior approval by the appropriate Department Director. Personal leave use may be scheduled and used in conjunction with vacation time, provided the personal leave is included in a request for vacation as provided for in Sections 8.2.2 and 8.2.2.1.

#### Section 9.8. Return To Service.

- <u>Section 9.8.1.</u> Employees returning from leave granted under Section 9.3 (except for employees who are out on a Labor and Industries approved workers' compensation claim) in excess of sixty (60) school district business days will 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. Employees returning from any other leave under this Article will be assigned to the position occupied before the leave.
- <u>Section 9.8.2.</u> Employees returning from leave under Article IX, unless otherwise specified, will retain accrued but unused sick leave, vested vacation rights, and seniority rights while on leave.
- Section 9.9. The District shall grant an adoptive parent or a step-parent, 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. The leave is restricted to those living with the child at the time of birth or initial placement. For the purpose of this section "leave" means any leave from employment granted to care for a newborn or a newly adopted child at the time of placement for adoption.
- Section 9.10. Discretionary Leave (Personal Business Leave). Absences for reasons other than those listed above may be granted by the Superintendent or designee. Such additional leave shall normally be without pay or benefits, the salary to be deducted at the rate of one day's salary for each day's absence; provided, however, no such benefits, except salary, shall be lost by an employee for days of personal business leave through the second such day in a work year.
- <u>Section 9.11.</u> <u>Military Leave.</u> Employees will be eligible for twenty-one (21) days of military leave. The District will comply with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA).
- <u>Section 9.12.</u> <u>Domestic Violence Leave.</u> With advance notice, when possible, employees are entitled to take reasonable leave for domestic violence issues in accordance with RCW 49.76.
- <u>Section 9.13.</u> Employees who have been approved for leave under Section 9.3, who exhaust accrued sick leave will be allowed to use accrued vacation pay in-lieu of approved medical leave without pay.

#### 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 date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Ties will be determined by comprehensive review of application and screening team ratings.

<u>Section 10.1.1.</u> 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.

<u>Section 10.1.2.</u> Seniority for substitute employees shall be limited to their employment as substitutes within their respective department, i.e., maintenance, food service, custodial, etc. Seniority earned during substitute employment shall not constitute a significant consideration in the hiring of permanent employees nor will the seniority earned during substitute employment be transferable to seniority earned in permanent employment.

Substitutes shall be assigned work if available on a daily basis based on their indicated availability and seniority on a rotating basis.

The District will provide written feedback to substitutes who are not performing up to expectations, or to address incidents of poor judgment prior to discontinuing their use for those reasons.

Highline Public Schools Retirees who return as a substitute will be placed on the salary schedule equal to their longevity at time of retirement.

Effective September 1, 2016, longevity for substitute employees shall be limited to their employment as substitutes within their respective department, i.e. Maintenance, Nutrition Services, Custodial, etc., as follows: Ninety (90) days of work equals one (1) year of service. Longevity earned during substitute employment shall be transferable to salary placement while employed as a substitute and upon permanent employment.

<u>Section 10.2.</u> Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the hire date. Each employee new to a position shall remain in a probationary status for a period of forty-five (45) workdays following the hire date. During this probationary period the District may discharge new employees at its pleasure, and employees new to a position for just cause.

<u>Section 10.3.</u> Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

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

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

<u>Section 10.5.</u> 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 leaves.

<u>Section 10.6.</u> 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 1.3.

Section 10.7. The employee with the earliest seniority date shall have preferential rights regarding lateral transfers and positions in a lower paid position within their general job classification, overtime, shift selections and vacations. The employee with the earliest seniority date shall have preferential rights regarding overtime work within their building, department, specific trade/craft, and then by general job classification. Overtime work under Appendix A extending to a different workday shall first be offered by the specific affected shop, then by all structural shops inclusive of all Leads of those shops or all mechanical shops inclusive of all Leads of those shops, and then by general job classification (Building Maintenance). Overtime work under Appendix C and E shall first be offered by site or school then by district wide sign up list. Lay-offs shall apply to the least senior person in the affected classification of work under each general job classification as defined in Section 1.3.

<u>Section 10.7.1.</u> Employees seeking a promotion shall apply for positions using the hiring process as directed by the Employer. Promotional opportunities shall first be filled by interested internal candidates within the general job classifications identified in Section 1.3 then by other interested bargaining unit members, provided they have followed the hiring process as directed by the Employer and meet the essential functions and minimum qualifications of the job.

<u>Section 10.7.1.1.</u> Custodial Lead Vacancies: Day Leads shall first be interviewed and hired into vacant or new Day Lead positions which would be a promotion for that employee. The resulting Day Lead vacancies shall first be filled by interview of those Night Leads desiring to move to the vacant Day Lead position. Night Leads shall first be interviewed and hired into vacant or new Night Lead positions which would be a promotion for that employee. The resulting Night Lead vacancies shall be filled by current regular custodians by interview. Employees who promote to a higher level position are required to remain at that level for one (1) year before being eligible to promote to a higher level.

<u>Section 10.8.</u> Employees who change general job classifications within the bargaining unit shall retain their seniority in the previous general job classification for a period of one (1) year, notwithstanding that they have acquired a new seniority date and a new general job classification.

Section 10.9. The Employer shall publicize to the bargaining unit the availability of open positions on the District web site as soon as practicable after the Employer is apprised of the opening; provided, however, that during the regular school year such openings shall be posted on the District web site for not less than five (5) workdays prior to filling the position. During the summer months when regular school is not in session, such openings shall be posted on the District web site for seven (7) workdays. In addition, the Employer shall publicize to the bargaining unit of any openings and a special postings at the District Human Resources Office. The Employer reserves the right to publicize all openings through other channels. In the event of District budget shortfalls, which may result in layoff, the Superintendent or designee has the right to freeze position openings.

<u>Section 10.10.</u> All employees will have reasonable assurance of continued employment, unless otherwise notified by the District. The Employer will notify employees, if they are not to be rehired, by August 15; except for bus drivers and bus monitors who will be notified by August 20 of each employment year.

<u>Section 10.11.</u> <u>Eliminated Position Process</u>. Should the District decide to discontinue a position or positions, the District will work with the Union to minimize the negative impacts of such actions.

Section 10.11.1. Layoff Rights. In the event of layoff, individuals so affected will be placed on a reemployment list in order of seniority at the time of layoff, or accept a lateral transfer (as defined in 10.11.2). Those persons on the reemployment list shall be given priority on a seniority basis, but subject to the provisions of Section 10.7 in filling an opening in a position comparable in time and classification to that held immediately prior to the layoff; provided, that such affected persons must make application for placement on the reemployment list on a form provided by the District within ten (10) calendar days from the effective date of layoff. Names shall remain on the reemployment list for a maximum of two (2) years from the date of layoff, provided the individual reapplies for retention on the reemployment list each sixth month following layoff.

<u>10.11.2.</u> <u>Lateral Transfer Rights</u>. An employee who has been laid off or whose position has been eliminated may accept open positions that are lateral transfers; the District is not required to post such open positions. For purposes of this section, lateral transfer shall be defined as the same (or substantively equivalent) position, wages and hours. Provided, however, this will not limit the District in consultation with the Union to offer said employee another open position previously held by the employee in Highline School District within the same general job classification or an open position within the same craft or trade at a lower level. The employee must possess the skill and ability currently required of the open position.

<u>10.11.3.</u> <u>Bumping Process.</u> An employee whose position has been eliminated who has not been placed pursuant to Section 10.11.2 must accept the position resulting from the following bumping process; if they do not accept such position, they shall be placed on the reemployment list. In coordination with the Union, the District will offer the employee the lowest seniority position the employee may qualify for. The position must be within the

same general job classification and not at a higher hourly rate of pay, and previously held by the employee or a position in the same craft or trade at a lower level. The employee must possess the skill and ability currently required of the position.

<u>Section 10.11.3.1.</u> <u>Bumped Employee Rights.</u> The bumped employee may utilize the above Section 10.11.3 bumping process.

<u>Section 10.12.</u> 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.

<u>Section 10.13.</u> An employee shall forfeit rights to reemployment as provided in Section 10.11.1 if the employee does not comply with the requirements of Section 10.11.1 and 10.12, or if the employee does not respond to the offer of reemployment within three (3) days, if phone contact is made or five (5) working days from receipt of registered mail.

<u>Section 10.14.</u> An employee on layoff status, who rejects an offer of reemployment to a comparable position as identified in Section 10.11.2, will be removed from the reemployment list and will forfeit all re-employment rights. An employee on layoff status who rejects an offer of re-employment to a non-comparable position may request consideration of other options such as remaining on the reemployment list. Seniority shall not accrue while on layoff status.

<u>Section 10.15.</u> 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 10.11.1. If such employee is reemployed within two (2) years 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 14.7 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 shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to discipline an employee, it shall be done in a manner which will not embarrass the employee. Employees and the Union shall be notified in writing as soon as practicable of a desire to conduct an investigatory interview. Except in cases when it would jeopardize the investigation, the notice shall contain the general nature of the allegation(s) being investigated and the employee's right to representation with the contact information of the Union as provided by the Union.

Section 11.1.1. The District shall administer verbal warnings and written reprimands within ten (10) District Business days upon the District's knowledge of the event giving rise to the discipline. Suspensions and terminations shall be administered within fifteen (15) District Business days upon the District's knowledge of the event giving rise to the discipline. 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 issue the written notice of suspension or written notice recommending discharge within five (5) District Business days.

<u>Section 11.2.</u> Gross insubordination, being under the influence of alcohol or drugs on the job, refusal to submit to drug testing if there is reasonable suspicion, positive outcome on drug or alcohol testing, proven dishonesty and other issues of parallel magnitude will be subject to immediate suspension or discharge for just cause. Disciplinary action or measures by the Employer shall be limited to verbal warning; written reprimand; suspension without pay; and discharge. Verbal warnings will be reduced to writing.

Section 11.3. The Employer shall give to the employees at least one (1) written reprimand notice, except as limited in Article 11.2. All copies of discipline shall be forwarded to the Union as soon as practicable. 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 documents. Except for infractions defined in WAC 181-88, notices of discipline as herein provided shall be expunged from employee personnel files at the discretion of the Director of Human Resources one (1) year to three (3) years from the date of issuance depending of the severity of the discipline and current employment record at the discretion of the Employer. Disciplinary action removed from a personnel record shall be confirmed in writing to the affected employee.

#### ARTICLE XII

#### **INSURANCE AND RETIREMENT**

<u>Section 12.1.</u> The District and the Union agree Article XII, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar Statewide jurisdictions.

<u>Section 12.2.</u> The District shall provide tort liability coverage for all employees subject to this Agreement while such employee is working within the scope of employment.

<u>Section 12.3.</u> Employees shall be covered with Industrial Insurance protection consistent with State law.

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

Section 12.5. Western Conference of Teamsters Pension Plan: All bargaining unit members shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Casual employees as defined in Section 1.3 of the Collective Bargaining Agreement, who are not represented by Teamsters II, are not Teamsters II bargaining unit members under this Agreement. Contributions shall be made for all bargaining unit members, except casual employees, working in the classifications outlined in Appendix A through G of the Collective Bargaining Agreement. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. All compensable hours will be determined by the total eligible hours worked, overtime, holiday, and hours of additional pay as stated on each employee's monthly pay warrant and does not include vacation or sick leave cashout payments as allowable under state law and the bargaining agreement. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement. If 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 identified in this Section and related Memorandums of Agreement 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 compensated hours 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 II 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 II and the District will execute a Memorandum of Understanding in a timely manner.

#### **ARTICLE XIII**

#### **VOCATIONAL TRAINING**

<u>Section 13.1.</u> Should the Employer require retraining or additional training of employees for the assumption of new responsibilities the Employer has imposed; the Employer will make every effort, at no cost to the employee, to provide for the retraining. The employee may request, through the appropriate immediate supervisor, vocational training courses designed to improve skills which relate to the employee's present job assignment when such training is deemed to be in the best interest of the Employer. Such training must receive prior approval of the appropriate Assistant Superintendent. Approved costs will be at the expense of the Employer.

#### ARTICLE XIV

#### **UNION MEMBERSHIP AND CHECKOFF**

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

<u>Section 14.2. Union Notification.</u> The District shall provide the Union with the following information regarding new hires in a timely manner:

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

Date employee was hired; and

Job Classification and wage rate of newly hired employee

<u>Section 14.3.</u> <u>Check-off.</u> 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 s 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.

<u>Section 14.4.</u> The Union shall defend, indemnify and hold the District harmless against damage awards arising from any and all claims, orders, suits or other legal orders or judgments brought or issued against the District which may arise out of or by reason of action taken by the District in complying with Article XIV. The Union agrees to refund to the District the amount paid to it in error on account of the check-off provision.

Section 14.5 D.R.I.V.E. - The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a monthly basis for each month worked. The phrase "month worked" for purposes of this provision shall include any month in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the District annually for the District's actual cost for the expenses incurred in administering the monthly payroll deduction plan. The Union shall indemnify and save the District harmless from any claims, suits, judgments, attachments,

and from any form of liability as a result of making any deductions pursuant to this provision. The Union agrees to hold DRIVE open enrollment throughout the year ending the month of February. DRIVE authorization cards received by the Union by the end of February will be submitted by the Union to DRIVE the first business week of March for processing with DRIVE. The District will process all DRIVE contribution authorizations received from DRIVE by April 10<sup>th</sup>.

#### ARTICLE XV

#### **GRIEVANCE PROCEDURE**

<u>Section 15.1.</u> 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 events(s) giving rise to the grievance. The employee and/or Shop Steward shall notify the immediate supervisor in writing that the contact is intended to be STEP 1 of the grievance process. Any settlement reached in STEP 1 may be reduced to writing, with a copy furnished to the grievant and Shop Steward, 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. STEP 2 shall be submitted in writing by the Union to the STEP 1 respondent's direct supervisor and copied to the Executive Director of Human Resources.

<u>Section 15.3.1.</u> 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.

<u>Section 15.4.</u> <u>STEP 3.</u> – 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.

- <u>Section 15.5.</u> <u>STEP 4.</u> Upon a 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.
- <u>Section 15.5.2.</u> 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.
- <u>Section 15.5.3.</u> 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.
- <u>Section 15.5.4.</u> 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 including the skipping of STEPS, but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.
- <u>Section 15.5.5.</u> The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.
- <u>Section 15.6.</u> A grievance in the interest of more than one (1) employee (group grievance) 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.
- <u>Section 15.7.</u> 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 operation during the life of this Agreement.

#### ARTICLE XVI

#### TRANSFER OF PREVIOUS EXPERIENCE

<u>Section 16.1.</u> Any new hire who is hired to perform work similar to that in which just previously engaged shall, at the option of the Employer, be given salary schedule credit of one-half (1/2) year for each full year of prior work experience. Such decision will be at the discretion of the District and is not subject to the grievance procedure.

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**

#### **SALARIES AND EMPLOYEE COMPENSATION**

<u>Section 17.1.</u> Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employees will be required to sign-up for direct deposit into a checking or savings account of the employee's selection. 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.

<u>Section 17.2.</u> Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A and Appendix A through G attached hereto and by this reference incorporated herein.

Section 17.2.1. Effective each September 1<sup>st</sup> of this Agreement, the District shall apply to all classifications contained in Appendix A through G an hourly increase equal to the percentage change in the Consumer Price Index but in no case shall the increase be less than the percentage change in the Implicit Price Deflator (IPD) as identified by the State Legislature in accordance with RCW 28A.400.205. The index used shall be for the period December to December on Seattle-Tacoma-Bellevue area Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100%) as published by the U.S. Bureau of Labor Statistics. The parties agree wage increases under this Section effective September 1<sup>st</sup>, 2025, and 2026 shall be capped at five percent (5%).

Section 17.2.1.1. Effective September 1, 2024, the hourly rates of pay in all classifications contained in Appendix A through G shall be increased by four-point three percent (4.3%), which is the December 2022 to December 2023 Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-W) indicated above.

<u>Section 17.3.</u> Salaries contained in Appendix A through G shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIX, Section 19.3.

<u>Section 17.4.</u> 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 XIX, Section 19.3, 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 payday.

<u>Section 17.5.</u> For purposes of calculating daily hours, time worked shall be rounded to the next five (5) minute increment.

<u>Section 17.6.</u> Any employee required to travel from one site to another in a private vehicle in the course of performing assigned job duties during working hours shall be reimbursed for such travel on a per-mile basis at the highest district rate. It is the employee's responsibility to apply for reimbursement utilizing the District's Mileage Reimbursement Form.

<u>Section 17.7.</u> Employees required to remain out of the District overnight on District business shall be reimbursed for District approved room and board expenditures.

Section 17.8. Each employee shall receive a full accounting and itemization of authorized deductions, hours paid, rates paid, used and unused vacation and sick leave hours with each paycheck. In the event an underpayment error is confirmed, the District will correct the error within five (5) District Business Days of confirmed underpayment, or with mutual agreement with the employee at a later date, but in no event later than the employee's next paycheck. In the event of an overpayment, the employee will work together with the District regarding the repayment. The employee will be provided written documentation of the overpayment and an explanation of how the overpayment occurred. Repayment shall not exceed what's allowed under Washington State Law for public employees. Employees will access Employee Online (or other online systems used by the District) to view and/or print their Leave and Earning Statements with the required information. Employees hired before September 1, 2016, who receive a hard copy of their paycheck will continue to receive a hard copy of their paycheck with the items listed in Section 17.8. Employees in this group who work less than twelve (12) month will receive the hard copy via U.S. Mail for the months of June, July, and August at the addresses provided by those employees. The District's payroll team may continue to work with these employees to provide consistent training and knowledge regarding available resources to access their payroll information in the online manner.

<u>Section 17.9.</u> The District shall reimburse all employees subject to this Agreement, the cost of physical examinations required as a condition of continued employment, if such a physical examination cannot be obtained from a public health office.

<u>Section 17.10.</u> Regular less than full-time employees who are hired to do temporary work of a similar nature as their regular position shall be compensated at their regular rate.

Section 17.11. Position Classification and Description: Human Resources will ensure that all position classifications and descriptions (knowledge, skills, abilities, and essential functions) are similar to a preponderance of the position classifications and position descriptions of "like districts" that may be used for compensation and benefits studies and comparisons. Prior to finalizing changes to job descriptions the District shall meet and confer with the Union.

#### Section 17.12. 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 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 day's current monetary compensation of the employee for each four days accrued leave for illness or injury. No more than 180 sick leave days shall be eligible for conversion as permitted by law.

Section 17.13. VEBA Account: The Highline Public Schools 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 vacation and/or sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of vacation and/or sick leave days accrued by such employee available for 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 vacation and/or 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 vacation and/or sick leave.

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

Retirement or Separation from Service Contributions: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave conversion rights during the term hereof. Excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

<u>Section 17.14.</u> 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 State Public Employees' Retirement System (PERS) and School Employee Retirement System (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 17.15. Classification Compensation Study: During the 2026-2027 school year prior to April 1, 2027 the District and the Union will meet and work collaboratively to ascertain the average of the annual value of the hourly wages, vacations, holidays, personal leave and sick leave based on an eight (8) hour per day employee (2080 hours and 1440 hours) with substantially similar years of service as contained in the Steps 1 through 5 of Salary Schedule A to this Agreement. This shall be completed no later than June 1, 2027. The District and the Union agree the market study shall include the following School Districts as historically used between the parties, Bellevue, Federal Way, Edmonds, Kent, Lake Washington, Mukilteo, Northshore, Renton, Shoreline, Issaquah, Auburn, and Clover Park. The study will be conducted for the purpose of informing the parties in successor collective bargaining agreement negotiations.

### ARTICLE XVIII

#### PROFESSIONAL GROWTH PROGRAM

<u>Section 18.1.</u> A Professional Growth Program is designed to encourage improvement in professional/trades skills, increase productivity on the job, allows for classes or coursework through an accredited institution of higher education, or has been recognized to be a benefit to Highline Public Schools and its employees. This program will cover all approved professional growth costs.

The cost of the Professional Growth Program shall not exceed \$30,000 during a school year.

A Professional Growth Committee (PGC) shall administer the program. It shall be composed of two (2) Union represented employees one (1) designated by the Union from this bargaining unit and one (1) designated by the Employer from the T-III bargaining unit familiar with professional growth. The committee shall meet monthly or as needed to track and maintain the fund balance.

#### Section 18.2. Procedures.

1. A prior approval form must be completed with all appropriate information (to include course description). Forms are available in Human Resources and on the Employer's website. The completed form and all related material will be submitted for review and approval to the Transportation, Facilities, or Nutrition Services Department Director whom the employee reports to.

- 2. If approved, the applicable Department Director shall notify the employee in writing and promptly submit the paperwork to Business Services and the PGC for tracking and processing.
- 3. If a request for professional growth is not approved, the applicable Department Director shall promptly notify the affected employee, PGC, the Union, and the Executive Director of Human Resources.
- 4. The Union's Business Agent, Executive Director of Human Resources, applicable Department Director, and affected Employee shall meet as soon as practicable to resolve the request for professional growth. If the Parties are unable to resolve the request within ten (10) District Business days from the date of the meeting, the Parties reserve the right to utilize the grievance procedure beginning at STEP 3 to resolve the dispute.
- 5. The following items are examples of appropriate use of the Fund: tuition, registration, supplies, materials, lodging, meals, and travel/mileage, parking fees.
- 6. Professional growth opportunities that conflict with the employee's regular hours of work may be considered in collaboration with the employee to see if there is flexibility in the employees schedule and the professional growth schedule.
- 7. Opportunities that the Employer requires an employee to attend to improve the employee's job performance will not be considered. Such opportunities should be funded by other sources, e.g. department training funds.
- 8. The maximum an employee can receive from this program until all requests are paid is \$1,500 per year.
- 9. Any funds remaining at the end of the year shall be disbursed equally to employees whose requests have been granted, but were not fully funded up to the \$2,000 limit.

#### **ARTICLE XIX**

#### TERM AND SEPARABILITY OF PROVISIONS

**Section 19.1.** The term of this Agreement shall be September 1, 2024 through August 31, 2027.

<u>Section 19.2.</u> Either party shall give written notice of their desire to open this Agreement not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to August 31, 2027.

<u>Section 19.2.1.</u> The Union and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event of a double levy failure to support the maintenance and operation of the District or other significant loss of revenue beyond control of the District, the Union and the District shall reopen the Agreement.

<u>Section 19.3.</u> 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 timelines warrant.

<u>Section 19.4.</u> 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.

<u>Section 19.5.</u> Neither party shall be compelled to comply to any provision of this Agreement which contravenes State or Federal statutes or regulations promulgated pursuant thereto.

<u>Section 19.6.</u> In the event either of the two previous sections are determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 19.3.

<u>Section 19.7.</u> 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 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.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	Highline Public Schools
By	Ву
Chad Baker	Ivan Duran
Secretary-Treasurer	Superintendent
Date	Date

# TEAMSTERS LOCAL NO. 763 FACILITIES, NUTRITION SERVICES AND TRANSPORTATION EMPLOYEES SALARY SCHEDULE A

## APPENDIX A BUILDING MAINTENANCE

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

Temporary work in higher paid positions, as specified in Section 7.4, within the Building Maintenance Department shall be assigned by seniority within the specific structural or mechanical trade affected.

Employees will be assigned work orders to be completed under applicable OSHA/WISHA safety standards. To address employees working alone in confined or rooftop spaces, the District will work collaboratively with the Union to develop and implement safety standards which minimize employee risk. These safety standards will be reviewed annually by the Department's safety committee. Assignment of work orders is the responsibility of the Lead, under the direction of the supervisor. Except in cases of bonafide emergencies, the supervisor agrees not to make changes to assignments of work by the Lead without prior good faith consultation.

- 1. If an employee works 2nd shift, increase the base hourly rate by \$1.25.
- 2. If an employee works 3rd shift, increase the base hourly rate by \$1.50.
- 3. Employees assigned to the Building Maintenance Department that are required to use personal tools shall be reimbursed for the purchase of new tools to upgrade their tools needed to perform their job. This reimbursement shall be limited to four hundred fifty dollars (\$450.00) per employee for each school year. In addition, the District will work with the Union to select and approve work appropriate protective clothing and/or footwear. Employees shall be reimbursed with proof of purchase of approved work appropriate clothing and/or footwear as part of the allowance above.
- 4. Employees who have or acquire and maintain a professional license (including a CDL) or certification applicable to their classification of work will be allowed to use professional growth monies as defined in Article XVIII as a reimbursement for the costs associated with the renewal of said licenses and certifications.

5. For those employees who hold a current/valid CDL, DOT physicals shall be scheduled during the employees work day by the Employer, paid for by the Employer, and treated as hours worked. Employees may choose to use their own resources and their own time to obtain a DOT physical.

The following provisions shall only apply to Performing Arts Center Technicians.

- 1. Performing Arts Center (PAC) Technicians in collaboration with the Performing Arts Manager shall establish a monthly work schedule. The work schedule will be established no less than twenty-one (21) calendar days in advance. The work schedule shall include no less than twenty-five (25) hours per week, Monday through Sunday. Regular work schedules once established will not be changed to avoid the payment of overtime. The seniority and availability of a PAC Technician will be a contributing factor if necessary when scheduling assignments.
- 2. Each scheduled work day in the work schedule identified in bullet point 1 above shall include a minimum of four (4) hours and a paid uninterrupted fifteen (15) minute break. Work days of more than six (6) hours will include a working meal period and a paid fifteen (15) minute uninterrupted break for each three (3) consecutive hours of work.
- 3. In addition to what's provided for in bullets points 1 and 2 above, officially scheduled staff meetings are covered under Section 7.3.2.
- 4. Weekly Overtime: All hours worked in excess of forty (40) hours in any one (1) work week (Monday through Sunday) shall be paid at one and one half (1½) times the straight time hourly rate of pay.
- 5. <u>Daily Overtime</u>: All hours worked in excess of ten (10) hours on any work day shall be paid at one and one half  $(1\frac{1}{2})$  times the straight time hourly rate of pay.
- 6. <u>Daily Overtime Premium Pay</u>: All hours worked in excess of sixteen (16) hours on any work day shall be paid at two (2) times the straight time hourly rate of pay. All hours worked on a seventh (7<sup>th</sup>) consecutive work days shall be paid at two (2) times the straight time hourly rate of pay. Two (2) times the straight time hourly rate of pay shall continue after the seventh (7<sup>th</sup>) consecutive work day until the employee is scheduled off work for twenty-four (24) or more hours.

#### APPENDIX B

#### **BUS DRIVERS/SUBSTITUTES, BUS MONITORS AND DRIVER TRAINERS**

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

- 1. Employees who have or earn certification beyond required certification for employment will receive an hourly stipend not added to the base rate for wage increase purposes as indicated below:
  - a) Pupil Transportation Supervisor Training Program (PTSTP) Completion of three year program will be \$1.50.
- 2. CDL renewal will be considered an allowable reimbursement under professional growth pursuant to Article XVIII.

<u>Pupil Transportation - General.</u> Unless otherwise expressly provided, the following provisions apply to personnel in the general job classification of Bus Drivers and Bus Monitors.

#### **Definitions.**

- A. "Regular runs" are a driver's or monitor's to and/or from school runs at the beginning and ending of the school day including summer school runs and "supplemental runs" when bid.
- B. "Supplemental runs" are those runs which are to be worked at least once per week for a fixed period of time and include but not limited to Kindergarten, intramural, other after school activity runs, P.S.S.C, and Camp Waskowitz. In the event that a sport extra run can be served in an existing supplemental run, the extra run will not be posted. Such time worked shall be added to the employee's benefit levels.
- C. "Extra runs" are all other runs connected with field trips, music, sports, extracurricular activities, performing arts, vocational and extended learning centers, but does not include regular or supplemental runs.
- D. "Bidding" is the act of placing one's signature adjacent to his/her seniority number on the District provided bid document to indicate his/her desire and availability to perform the described work attached thereto.
- E. "Emergency" is a situation that has been suddenly precipitated or is of such a nature that preplanning could not have occurred.

#### **Assignment of Work.**

A. Regular and Supplemental Runs: Drivers and monitors will be permitted to bid on these runs by seniority provided that together the total time does not exceed forty (40) hours per week. Runs will be determined by the Director of Transportation in relation to routes and driving times necessary to fulfill the tasks. Bus drivers may indicate a preference with respect to bus assignments.

Prior to the end of the school year the District shall notify each bus driver and monitor in writing as to the date, time and place for bidding Regular and Supplemental runs for summer school runs and runs for the ensuing school year.

All open or new Regular and Supplemental runs which become available subsequent to the above described notice shall be posted for five (5) working days. Such runs shall be awarded to the senior bidding driver or monitor.

In the event that a driver or monitor voluntarily gives up a bid supplemental run, the driver or monitor will be ineligible to bid on a replacement supplemental run for thirty (30) workdays. In the event that a driver voluntarily gives up an extra run, the driver will be ineligible to bid on another extra run for three (3) workdays. In the event that a driver's or monitor's Regular or Supplemental run (one which is independently bid) is reduced by twenty (20) minutes or more per day or is eliminated, the Director of Transportation or designee will realign runs and reassign hours from the least senior driver or monitor to maintain the hours of the driver or monitor which were originally bid by that driver or monitor. In the event the Director of Transportation is unable to realign runs and/or reassign hours, the driver or monitor retains the right to bump the least senior driver or monitor from a route to maintain their most recent original bid hours.

Employees who are unable to start work on September 1<sup>st</sup> of each year due to medical leave will be allowed to attend in-service (with a medical release for in-service) and bid. These runs will be allocated to a temporary driver or monitor who will perform all duties associated with the regular runs until the return of the incumbent; at which time the temporary employee is returned to their previous status. Temporary employees who are assigned to a position for more than thirty (30) days are entitled to accumulate holiday pay, vacation pay, and sick leave at the applicable rate.

#### B. Extra Runs:

- 1. Extra runs shall be subject to the District extra run bid process.
- 2. Extra Runs to be bid shall be posted on the bid board in the Staff Lounge for at least seventy-two (72) hours, except in cases of emergency. When the seventy-two (72) hour rule is not possible due to emergent reasons, every effort will be made to assign extra runs in such a manner which honors seniority rights. For purposes of this paragraph, hours on Saturday or Sunday will not count.
- 3. The posting shall show a date of posting and a time at which the posting will be removed. Normally the time of removal is 7:30 a.m. the last regular work day preceding the run.

- 4. A driver or monitor may bid by seniority for posted extra runs or to help cover noon runs which when added to the driver's or monitor's regular runs will not exceed fifteen (15) hours of overtime in a month, unless otherwise approved by the Director of Transportation under the following conditions:
  - a. Article VII, Section 7.6.2 does not apply to the Transportation Department bus drivers or monitors;
  - b. Bid for overtime shall be limited to ten (10) hours weekly (Monday Friday) fifteen (15) hours monthly;
  - c. "Monthly" shall be defined as the eleventh (11<sup>th</sup>) of the month to the tenth (10<sup>th</sup>) of the following month;
  - d. Drivers will be responsible for accurately tracking and reporting their overtime hours on their weekly time cards;
  - e. Overtime hours shall be limited to ten (10) hours Monday through Friday unless reaching the fifteen (15) hours limit is achieved by bidding on weekend work;
  - f. Based on the concept it's the driver's responsibility to track and report weekly overtime, it's agreed that knowingly signing for additional work that puts a driver over fifteen (15) hours of overtime in a month shall be a violation of this agreement;
  - g. Extra hours worked, as part of the normal workday will impact the driver's ability to bid for fifteen (15) hours of overtime trips/runs per month;
  - h. The fifteen (15) hours monthly provision is a general limitation guideline. There will be times out of the driver's and District's control that result in going over the fifteen (15) hours limit;
  - i. To meet on an as needed basis to discuss issues that may arise as a result of implementation of this agreement.
- 5. All bids must be entered during the posting period.
- 6. Runs so posted shall be awarded to those who have bid on the basis of seniority and eligibility. No driver or monitor shall be considered eligible for an extra run when such a run would preempt a driver's or monitor's regular run. At the discretion of the Director of Transportation and in collaboration with the Union, the preemption provision may be waived to allow all drivers and monitors to be eligible.
- 7. To be eligible for an extra run, drivers and monitors must work their last regular workday prior to the date of the extra run and the date of the extra run.
- 8. In the event an extra run is canceled after being awarded and there isn't another substantially similar extra run available which can be used to replace the canceled extra run, the employee will be offered extra work by the end of the following week, with the intent that the driver is to be kept whole as if the extra run weren't cancelled. If there is no extra work, the employee will be offered pay. If the employee doesn't accept the offer of extra work, the employee will not be kept whole
- 9. All extra run records shall be kept and be made available upon written request to Union representatives for inspection during regular business hours. The records shall indicate the driver assigned to the run and hours paid.

#### C. Overnight Runs:

Overnight runs shall be considered compensated time as follows:

- 1. All time spent driving the bus, or required to be with the bus, shall be treated as hours worked and paid at the appropriate hourly rate with a minimum four (4) hour guarantee. Once the bus is secured for the day, the driver's responsibility to the job shall end unless otherwise directed by the District or warranted by emergency circumstances.
- 2. All other hours shall be treated as compensated out of service hours. These out of service hours shall be compensated at the out of service hourly rate of one dollar and fifty cents (\$1.50) per hour subject to increase pursuant to Article 17, Section 17.2.1.

#### D. Chartering of Bus Runs:

The District and the Union agree the transportation and monitoring of students is bargaining unit work. The parties further agree that generally bargaining unit work will only be performed by members of the bargaining unit. All trips, even those trips chartered pursuant to this Section must be processed through Transportation. The parties agree that an appropriate remedy for violations under this Section may include the payment of lost wages. The parties recognize due to staffing shortages, equipment shortages, or unique needs required by the scheduling party, charter services might be employed. The District will only utilize charter services as a last resort.

#### **Driver Or Monitor Responsibilities And Rights.**

- A. <u>General Provisions:</u> Drivers shall be paid up to one hour maximum per day, built into the daily work schedule, for the time spent to perform pre-trip, post trip and fuel and clean of buses plus actual driving time and breaks if applicable.
  - 1. Field Trip cleanup is the exception of the above allowable time.
  - 2. Extra bus cleaning scheduled by the Director of Transportation shall be compensated pursuant to Section 7.7.
- B. <u>Prime Responsibility:</u> A driver's or monitor's prime responsibility is to his/her regular run and to any awarded extra run, unless notified by the Director of Transportation to the contrary.
- C. <u>Compensation:</u> Drivers or monitors shall be compensated consistent with Appendix B in "Block Time". No driver or monitor shall be under the employ of the District without compensation and shall be compensated for no less than two (2) hours for assigned work including summer runs. All hours worked in excess of forty (40) hours per week shall be compensated at a premium rate of one and one-half (1½) times the driver's or monitor's hourly rate.

Substitute bus drivers shall be reimbursed for the normal costs associated with becoming a bus driver in the payroll period following the successful completion of training.

DOT physicals shall be scheduled between the beginning and ending of the employees work day by the Employer, paid for by the Employer, and treated as hours worked. Employees may choose to use their own resources and their own time to obtain a valid DOT physical.

D. <u>Rights</u>: An "Additional Hours" sign-up sheet will be maintained in the dispatch office for the purpose of offering substitution work to drivers and/or monitors for midday supplemental runs. Drivers and monitors may add or remove their name at their discretion. Regular bus drivers shall be given third opportunity (after monitors and substitute monitors) for substitute monitor assignments.

#### **VIDEO CAMERAS ON BUSES**

#### Placement of Cameras

- Cameras shall be authorized for use in buses by the supervisor of transportation.
- As camera ready buses are added to the bus fleet, continuous-play video/audio recording systems shall be permanently installed on all regular routes and on certain special-needs routes. Drivers and Monitors may request that a camera be placed in their buses.
- All buses where cameras may be utilized shall have signs notifying riders that video cameras may be in use.

#### Use of the Recordings

- The tape, disc, or other recording medium shall remain in the bus for continuous recording unless it needs to be removed for viewing or to support a disciplinary action of a student, driver or monitor. Drivers or Monitors will not tamper with, disable, or obstruct recording equipment.
- The Transportation Supervisor or a designated supervisor will be the first to view any videotape of their bus route. The driver or monitor may review the videotape or digital file with the Transportation Supervisor or a designated supervisor. Generally, no person other than the Transportation Supervisor or a designated supervisor shall view the recording without approval from that driver.
- Notwithstanding the above, the need may arise for other individuals to have a legitimate need to view the recordings before the driver is able to do so (examples include, but are not limited to, a union representative, law enforcement, district administrator, or the district's legal representative); if it becomes necessary to view the recording without prior approval from the driver or monitor, that driver or monitor shall be notified as soon as practicable.
- Any time a recording is to be retained as evidence or to support a disciplinary action focused on staff, the recording shall be retained electronically or dated, labeled, and kept on file at the Human Resources department for as long as deemed necessary. Recordings retained as evidence to support disciplinary action focused on students shall be retained in the Transportation Department for as long as deemed necessary.
- Recordings not retained as evidence or to support disciplinary action shall be erased and recycled.

- Recordings are generally public records subject to disclosure upon request under the Washington Public Records Act, RCW 42.56. If someone requests to view or copy a recording, the driver of the recorded route and monitor shall be notified as soon as practicable in writing which shall include the date, time, reason, and who the recording was given to.
- When a recording is used to support disciplinary action against a student, the student or the student's parent/guardian/custodian may request to view the recording. A viewing shall be arranged at the student's school or the transportation department office. Under the Washington Public Records Act, the student's parent/guardian/custodian may request a copy of the recording. If this occurs, the driver shall be notified in writing as soon as practicable.
- District administrators investigating complaints may request viewing of recordings through the transportation supervisor or designee. The driver and monitor shall be notified in writing as soon as practicable of this request. After questioning a driver or monitor regarding an incident on their bus, recordings may be used by the District as evidence in an investigation to substantiate claims for violations of State and/or Federal Law, District or Transportation Department policies regarding student management, safety, and provisions of this policy.
- The supervisor of transportation may use recordings without identifying information, and with the driver's or monitor's consent, to assist with student behavior management skills.

#### ATTENDANCE INCENTIVE PROGRAM FOR TRANSPORTATION EMPLOYEES

Eligible Employees are those employees who work in classifications covered by Appendix B for the entire quarter as established by Highline Public Schools' student calendar. Employees must work every scheduled work day in each quarter to be eligible for the attendance incentive program. There shall be no proration payments under this Attendance Incentive Program.

Any eligible employee who is not absent from work on their scheduled work day, except for paid District business, Jury Duty Leave, Military Leave, Administrative Leave which doesn't result in discipline in the form of written reprimand, suspension or termination, or qualified Bereavement Leave during the first (1st) quarter of the school year shall receive a payment of one hundred twenty-five dollars (\$125.00) payable in the July paycheck; and

Any eligible employee who is not absent from work on their scheduled work day, except for paid District business, Jury Duty Leave, Military Leave, Administrative Leave which doesn't result in discipline in the form of written reprimand, suspension or termination, or qualified Bereavement Leave during the second (2nd) quarter of the school year shall receive a payment of one hundred twenty-five dollars (\$125.00) payable in the July paycheck; and

Any eligible employee who is not absent from work on their scheduled work day, except for paid District business, Jury Duty Leave, Military Leave, Administrative Leave which doesn't result in discipline in the form of written reprimand, suspension or termination, or qualified Bereavement Leave during the third (3rd) quarter of the school year shall receive a payment of one hundred twenty-five dollars (\$125.00) payable in the July paycheck; and

Any eligible employee who is not absent from work on their scheduled work day, except for paid District business, Jury Duty Leave, Military Leave, Administrative Leave which doesn't result in discipline in the form of written reprimand, suspension or termination, or qualified Bereavement Leave during the fourth (4th) quarter of the school year shall receive a payment of one hundred twenty-five dollars (\$125.00) payable in the July paycheck; and

Any eligible employee who is not absent from work on their scheduled work day, except for paid District business, Jury Duty Leave, Military Leave, Administrative Leave which doesn't result in discipline in the form of written reprimand, suspension or termination, or qualified Bereavement Leave during the first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>), and fourth (4<sup>th</sup>) quarters (plus any required make up days) shall receive an additional payment of two hundred seventy-five dollars (\$275.00) payable in the July paycheck.

#### **BLOCK TIME**

Block time is defined as follows:

Block hours will be initially set for the school year in the August bid and shall include accurate route times, pre-trip, post-trip, fuel and clean of buses, and break time if applicable. Driver's and Monitor's block time will include a sufficient amount of passing time to and from the bus at the beginning and end of each run per day. Block hours will be recalculated accurately after October 1<sup>st</sup> and reported to HR/Payroll no later than October 10<sup>th</sup> recalculated accurately after February 1<sup>st</sup> and reported to HR/Payroll no later than February 10<sup>th</sup> each school year.

Set block hours are determined by adding weekly scheduled hours (up to 40 hours per week) and dividing the number of total hours for the week by five (5); the resulting daily average will be rounded in accordance with Section 17.5. Variances, above or below the daily scheduled hours, will be paid in accordance with Section 17.5. Employees will be required to clock in and clock out before and after each shift unless otherwise approved by the Director of Transportation or designee.

Sick leave hours will be based on the employee's block hours as of October 1<sup>st</sup> and February 1<sup>st</sup>. Vacation hours will accrue based on regular hours worked (divided by the vacation accrual factor).

The utilization of sick leave and vacation and the compensation for holiday pay will be based on actual scheduled hours in lieu of daily block time.

A committee comprised of members of District Transportation Department and Teamsters will convene to review block times. The committee will also review extra time, appropriateness of additional assignments, set and review transportation calendars on an as needed basis. The committee will decide how frequently to meet. Concerns should be discussed during District Labor/Management meetings.

#### **JOB SHARE**

This will set forth the understanding between the Teamsters Local Union No. 763 and Highline Public Schools, regarding the "Job Share" project in the Transportation Department.

It is understood and agreed that the drivers, if they chose, may bid a midday route, with the option of job sharing that route.

The midday route will be bid by seniority. At the time of bid the driver may opt to work any consecutive three (3) days or two (2) days (dependant on number of days in the route).

For five-day routes, the options are: Monday through Wednesday, Thursday and Friday, or Monday and Tuesday, Wednesday through Friday.

For four-day routes, the options are: Monday and Tuesday, or Wednesday and Thursday.

When the most senior driver bids their route and opts to job share, that driver shall write on their bid sheet which set of days they want. The bid sheet for the other portion of the route will remain available through the continuation of bidding, until the entire route has been bid.

Administrative Procedures shall be posted ensuring that all drivers understand the impact of job sharing and this Agreement.

#### Administrative Procedures: Job Sharing Transportation

Drivers will also be encouraged to bid with flexibility in mind when the bid pertains to the Special Programs because these routes change often.

Drivers who bid job shares will be encouraged to be available for substituting on that route which they share, should their job share partner be unavailable.

It is understood and accepted that when drivers switch days with the other driver, each must fill out an Absence Report Form (ARF). Due to payroll department restrictions, this absence will be reflected as time loss. Although the employee(s) will not lose pay, this time loss will count against perfect attendance.

If a 4-day route is bid in its entirety, and due to transportation needs the days of the route are changed, the route may be posted as a job share if requested by the original driver.

If, after the original bid there are still portions of job shares available, drivers with less than forty (40) hours may bid, by order of seniority, any of the remaining job shares, as long as this does not impact their original bid.

If an entire route becomes available after the initial bid, it will be awarded to the most senior driver per the Collective Bargaining Agreement. The intent is to cover the entire route, should a driver wish to job share the position, said driver is encouraged to assist in finding someone to bid the portion he/she does not want.

Should a conflict arise, the Union and the District agree to meet to discuss the issue and find resolution.

#### **CAMP WASKOWITZ SUPPLEMENTAL**

This will set forth the Understanding between the Teamsters Local Union No. 763 and Highline Public Schools, regarding the Camp Waskowitz supplement runs in the Transportation Department.

It is understood and agreed that the drivers, who bid for and are awarded at least one-half (1/2) of each season's Camp Waskowitz trips, will have these hours included as scheduled hours.

The drivers, who bid for and are awarded less than one-half (1/2) of each season's Camp Waskowitz trips, will have the trips treated as extra work.

### APPENDIX C CUSTODIAL SERVICES

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

Temporary work in higher paid positions, as specified in Section 7.4, within the Custodial Services Department shall be assigned by seniority within the specific school affected. Day Lead positions will first be offered to the Night Lead then to other custodial staff at the building based on seniority in the general job classification then to custodial staff of the District wide sign up list in rotation based on seniority in the general job classification. Night Lead positions will be offered to other custodial staff at the building based on seniority in the general job classification then to custodial staff of the District wide sign up list in rotation based on seniority in the general job classification. If a Day Lead or the employee who has been assigned to be the Day Lead pursuant to Section 7.4 is absent prior to the arrival of the Night Lead, the senior Custodian in the building shall be paid as Day Lead for all hours worked until such time as the Night Lead reports to work.

- 1. If an employee works 2nd shift, in a position not identified as a second shift position increase the base hourly rate by \$1.25.
- 2. If an employee works 3rd shift, in a position not identified as a third shift position increase the base hourly rate by \$1.50.
- 3. The District will work with the Union to select and approve work appropriate protective clothing and/or footwear. Employees shall be reimbursed with proof of purchase of approved work appropriate clothing and/or footwear up to a maximum of two hundred dollars (\$200.00) annually.

"Night Watch" work will be compensated at the appropriate hourly rate inclusive of applicable shift differential when such work is performed during the hours identified in Section 7.3.

Except in situations which don't allow for preplanning, night custodians who volunteer or are assigned to cover a day shift will be allowed to leave work as early as reasonably practicable without a reduction in earnings to allow for eight (8) hours off between the night and day shifts. Prior to being eligible to leave a night shift, the night custodian must check in with a supervisor. The custodian must not be needed to be present for building use/events during the regular shift times and will be required to clean all health areas to the required standards and ensure the building is properly secured.

#### APPENDIX D GROUNDS MAINTENANCE

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

Temporary work in higher paid positions, as specified in Section 7.4, within the Grounds Maintenance Department shall be assigned by seniority within the specific department affected.

- 1. If an employee works 2nd shift, increase the base hourly rate by \$1.25.
- 2. If an employee works 3rd shift, increase the base hourly rate by \$1.50.
- 3. Grounds Equipment and Site Workers are required to have a pesticide license and CDL Class A Combination License with Air Brakes endorsement. The District will provide the necessary training and testing to obtain and maintain the CDL Class A license. The District will provide release time for test preparation and testing to obtain and maintain the pesticide license. The District will facilitate the obtaining of the CDL Class A and pesticide license in a timely manner within the expectations of the job description. The cost to renew pesticide licenses shall be covered by the District.
- 4. For those employees who hold a current/valid CDL, DOT physicals shall be scheduled during the employees work day by the Employer, paid for by the Employer, and treated as hours worked. Employees may choose to use their own resources and their own time to obtain a DOT physical.
- 5. Employees who have or acquire and maintain a CDL license will be allowed to use professional growth monies pursuant to Article XVIII as a reimbursement for the costs associated with the renewal of said license.
- 6. The District will work with the Union to select and approve work appropriate protective clothing and/or footwear. Employees shall be reimbursed with proof of purchase of approved work appropriate clothing and/or footwear up to a maximum of two hundred dollars (\$200.00) annually.
- 7. Leads organize and distribute work orders in collaboration with the Central Lead, under the direction of the supervisor. Except in cases of bonafide emergencies, the supervisor agrees not to make changes to assignments of work by the Lead without prior good faith consultation with the Central Lead.
- 8. The normal work schedule for June through September will be 6:00 am to 2:30 pm.

#### APPENDIX E NUTRITION SERVICES

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

Temporary work in higher paid positions, as specified in Section 7.4, within the Nutrition Services Department shall be offered by seniority to the individual(s) with appropriate skill and ability, within the specific school affected, then the work shall be offered to those employees, by seniority to the individual(s) with appropriate skill and ability, expressing desire to work based on a sign up sheet. This will also include the opportunities to work overtime. The senior employee shall remain on a selected temporary assignment through duration.

Nutrition Services employees who have or earn a School Nutritional Association (SNA) Level 1 certificate shall receive an hourly stipend not to be added to their hourly rate for wage increase purposes of seventy-five cents \$.75 per hour. An employee who has or earns a Level 2 certificate shall receive an hourly stipend not to be added to their hourly rate for wage increase purposes of one dollar fifty cents \$1.50 per hour.

There shall be a two (2) hour minimum guarantee for reporting to work each day as directed by the District.

The District will prioritize and make every effort to organize work assignments to create the maximum number of shifts which are three and one-half (3.5) or more hours per day.

The health card renewal fee shall be paid by the District.

The District will work with the Union to select and approve work appropriate protective clothing and/or footwear. Employees shall be reimbursed with proof of purchase of approved work appropriate clothing and/or footwear up to a maximum of one hundred fifty dollars (\$150.00) annually.

In order to fill absences, the District may reassign staff to alternative locations with the same service area. The District will first ask volunteers, and if no volunteers, the District may reassign by reverse seniority. If requested, the District will provide transportation to employees to and from the original work site on paid time.

<u>Thanksgiving Holiday</u> – Effective September 1, 2025, the District agrees to modify Nutrition Services calendar to include an additional workday prior to the start of the school year and a non-work day for Nutrition Services on the Wednesday prior to Thanksgiving, so long as Wednesday is a non-service day to students.

#### **CAMP WASKOWITZ CALENDAR**

The parties have agreed to the following regarding adjustments to the work calendar and work conditions of the employees at Camp Waskowitz.

It is understood that the work year calendar of Camp Waskowitz (Camp Cook/Baker, Camp Kitchen Lead Person and Camp Helpers) will be March through February; the fiscal year will be September through August.

It is understood that the benefits factor will remain as calculated using the standard one hundred eighty (180) day work year calendar.

It is understood that the vacation cash-out will be available in December each year.

It is understood that work schedules will be created by Camp Waskowitz management and posted on a monthly basis, schedules will not be changed without one (1) week prior notice.

It is understood that all hours worked on a sixth  $(6^{th})$  consecutive day shall be paid at one and one half  $(1 \frac{1}{2})$  times the regular hourly rate of pay and all hours worked on a seventh  $(7^{th})$  consecutive day shall be paid at two (2) times the regular hourly rate of pay. In the event there is an eight  $(8^{th})$  consecutive day, straight time pay shall retrigger.

#### Holidays:

Less than twelve (12) month employees shall receive these twelve (12) holidays off work with pay built into their work schedule.

1. Martin Luther King Day	7. Veterans' Day
2. Presidents' Day	8. Thanksgiving Day
3. Memorial Day	9. Day after Thanksgiving
4. Juneteenth	10. Day before Christmas
5. Independence Day	11. Christmas Day
6. Labor Day	12. Day after Christmas

Employees are eligible to earn the Day before New Year's and New Year's Day if they work the day prior to and the day immediately after those holidays.

Annualized pay for this work group is waived due to unusual and unpredictable work scheduled based on user groups needs. All Union represented employees at Camp Waskowitz will be paid on a monthly basis using the time card entry process.

### APPENDIX F VEHICLE MAINTENANCE

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

Temporary work in higher paid positions, as specified in Section 7.4, within the Vehicle Maintenance Department shall be assigned by seniority within the specific department affected.

- 1. Except for the 2<sup>nd</sup> shift Foreperson, if an employee works 2nd shift, increase the base hourly rate by \$1.25.
- 2. If an employee works 3rd shift, increase the base hourly rate by \$1.50.
- 3. Employees who have or earn certification beyond required certification for employment will receive an hourly stipend not added to the base rate for wage increase purposes as indicated below:
  - a) Pupil Transportation Supervisor Training Program (PTSTP) will be \$1.50.
  - b) The Greg Jones ASE Certification Stipend: Each employee (excluding Vehicle Maintenance Helper) shall receive an additional three hundred dollars (\$300.00) per certification per year in the September payroll for up to four (4) ASE certifications within the School Bus ASE certification.
- 4. Employees assigned to the Vehicle Maintenance Department that are required to use personal tools shall be reimbursed for the purchase of new tools to upgrade their tools needed to perform their job. This reimbursement shall be limited to seven hundred (\$700.00) dollars per employee for each school year.
- 5. **DOT STATE VEHICLE INSPECTION:** Each semi-annual DOT inspection employees (except Helper) shall receive five hundred dollars (\$500.00) for 0% "out of service" (OOS), four hundred dollars (\$400.00) for 1-3% OOS, or three hundred dollars (\$300.00) for 4-5% OOS. If OOS is a result of a violation by a transportation employee not within the control of a Mechanic related to items left on or removed from the bus, the incentive payment will be calculated as if the violation didn't occur.
- 6. The District will work with the Union to select and approve work appropriate protective and/or clothing or footwear. Employees shall be reimbursed with proof of purchase of approved work appropriate clothing and/or footwear up to a maximum of two hundred dollars (\$200.00) annually.

- 7. Employees who have or acquire and maintain a CDL license will be allowed to use professional growth monies pursuant to Article XVIII as a reimbursement for the costs associated with the renewal of a CDL license and obtaining and maintaining an ASE certification.
- 8. For those employees who hold a current/valid CDL, DOT physicals shall be scheduled during the employees work day by the Employer, paid for by the Employer, and treated as hours worked. Employees may choose to use their own resources and their own time to obtain a DOT physical.
- 9. As required by the District, the District will provide training related to new technology including electric vehicles. This training will be on paid time. The District and the Union will meet periodically to discuss training opportunities as the vehicle technology needs of the District evolve.

#### APPENDIX G WAREHOUSE AND DELIVERY

Step 1 is Years 0-4, Step 2 is a 2% increase and is for years 5-9, Step 3 is a 2% increase and is for years 10-14 and Step 4 is a 2% increase and is for years 15-20, Step 5 is a 2% increase and is for year 21+.

Completed years of service in order to calculate longevity eligibility with the Bargaining Unit will be determined once per year on September 1<sup>st</sup>. To get credit for a year, the employee must work or be on paid leave including Worker's Compensation at least one-half (1/2) of the previous employment year with continuous employment within the same bargaining unit.

Temporary work in higher paid positions, as specified in Section 7.4, within the Warehouse and Delivery Department shall be assigned by seniority within the specific department affected.

- 1. If an employee works 2nd shift, increase the base hourly rate by \$1.25.
- 2. If an employee works 3rd shift, increase the base hourly rate by \$1.50.
- 3. The District will work with the Union to select and approve work appropriate protective clothing and/or footwear. Employees shall be reimbursed with proof of purchase of approved work appropriate clothing and/or footwear up to a maximum of two hundred dollars (\$200.00) annually.
- 4. Employees who have or acquire and maintain a CDL license will be allowed to use professional growth monies pursuant to Article XVIII as a reimbursement for the costs associated with the renewal of said license.
- 5. For those employees who hold a current/valid CDL, DOT physicals shall be scheduled during the employees work day by the Employer, paid for by the Employer, and treated as hours worked. Employees may choose to use their own resources and their own time to obtain a DOT physical.

#### APPENDIX H

#### DRUG AND ALCOHOL TESTING

The District will pay for Random, Post-accident, and Reasonable Suspicion testing. Split sample testing, at the employee's request, will be paid by the employee if the test result is positive, by the District if the test result is negative. If self disclosed and treatment is sought prior to a positive drug screening the employee will pay the cost of any required testing during treatment, as well as return to work testing. The employee will pay the cost of a maximum of six (6) follow-up tests in the first eighteen (18) months after return-to-work. Any test beyond the six (6), will be paid by the District. Counseling and rehabilitation costs shall be the responsibility of the employee. Employees will be paid at their regular rate of pay for work testing, excluding return to work testing and follow-up testing which occurs outside of their regular work shift, and testing which occurs while an employee is on suspension or seeking rehabilitation under this section. Employees who self-disclose prior to a drug and/or alcohol related incident or accident and/or prior to a request to submit to a drug and/or alcohol screening and seek a leave of absence to attend rehabilitation will be allowed to utilize accrued, but unused vacation or sick leave, up to a maximum of eight (8) hours per day and forty (40) hours per week, while seeking inpatient treatment. Refusal to submit to any required testing shall result in immediate termination. The District will contract with a reputable agency recommended by SPI or the Puget Sound Service Center to administer all elements of this Act.

- H.1 An employee having an alcohol test result of .02 but less than .04 will be removed from the safety sensitive position immediately (time off with pay) and will not be allowed to perform safety sensitive functions until the next scheduled work shift, or until at least eight (8) hours have elapsed and shall be subject to discipline. Unless a positive test results in the revocation of a CDL or other Endorsement(s) required for the employees position, an employee having an alcohol test result of .04 or greater and/or a positive drug test, shall be suspended for a minimum of five (5) days without pay and other discipline if warranted upon a first offense. A second offense for .04 or greater or a positive drug test during the employee's employment with the Highline Public Schools will result in termination. All test results will remain confidential and will be kept in a file separate from the employee's regular personnel file. Employees will be permitted access to such files upon request.
- H.2 Employees possessing a CDL for their classification of work and/or operating hazardous grounds equipment must inform their supervisor of any prescribed therapeutic drug use which may affect the safe operation of said vehicles and/or equipment on a form provided by the District. Said employee(s) will not be allowed to drive or perform other safety-sensitive functions unless he/she has furnished the supervisor with written documentation from their licensed medical practitioner who is aware of the employee's duties and has advised the employee that the substance will not adversely affect their ability to safely operate a district vehicle or grounds equipment referenced in this Section. The aforementioned written documentation shall be accepted by the District as proof of compliance. All such medical documentation will be retained in confidential medical files in Human Resources.

- H.3 In accordance with the District's Drug-Free Work Place Policy 5259/5259P, the district strives to provide a safe and secure work environment for all employees and students. Staff members convicted of the use, possession, or sale of illegal chemical substances or opiates will be subject to disciplinary action and may be subject to termination in accordance with the District's Disciplinary Action and Discharge Policy 5281 and Article 11 of this collective bargaining agreement.
- H.4 Employees reporting for work shall be subject to District directed reasonable suspicion (being under the influence of drugs and/or alcohol while on duty) and post accident drug and/or alcohol testing pursuant to Federal DOT testing procedures.

#### **Memorandum of Agreement concerning Article 12.5**

Western Conference of Teamsters Pension Plan by and between HIGHLINE PUBLIC SCHOOLS NO. 401 and

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

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

(Teamsters II)

September 01, 2024 through August 31, 2027

This Memorandum of Agreement concerning Article 12.5, Western Conference of Teamsters Pension Plan, is supplemental to the 2024-2027 Collective Bargaining Agreement between Highline Public Schools No. 401 (the "District") and the unit of Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 representing District employees in the job classifications of building maintenance, bus drivers, bus monitors, nutrition services, custodial services, grounds maintenance, vehicle maintenance, warehouse and delivery and driver trainers ("Teamsters II").

In addition to the language contained in Section 12.5 of the parties' collective bargaining agreement, the following contribution rates are currently in effect and may be modified pursuant to that Section:

- 1. For all bargaining unit members working in classifications covered under Appendix A, effective January 1, 2010, the payroll diversion amount for all bargaining unit members shall be two dollars (\$2.00) per hour.
- 2. For all bargaining unit members working in classifications covered under Appendix B except Bus Monitors, effective January 1, 2008, the payroll diversion amount shall be one dollar (\$1.00) per hour. For all employees working as Bus Monitors, the payroll diversion amount shall be fifty cents (\$.50) per hour.
- 3. For all bargaining unit members working in classifications covered under Appendix C, effective January 1, 2008, the payroll diversion amount shall be one dollar (\$1.00) per hour.
- 4. For all bargaining unit members working in classifications covered under Appendix D, effective January 1, 2008, the payroll diversion amount shall be fifty (\$.50) per hour.
- 5. For all bargaining unit members working in classifications covered under Appendix E, effective January 1, 2016, the payroll diversion amount shall be seventy-five cents (\$.75) per hour.
- 6. For all bargaining unit members working in classifications covered under Appendix F, effective January 1, 2023, the payroll diversion amount shall be two dollars (\$2.00) per hour.

CLER LOCA	IC, PROFESSIONAL & OFFICE-ICAL EMPLOYEES AND DRIVERS L UNION NO. 763, affiliated with the ational Brotherhood of Teamsters		Highline Public Schools
Ву	Chad Baker Secretary-Treasurer	Ву	Ivan Duran Superintendent
Date		Date	

hour.

7. For all bargaining unit members working in classifications covered under Appendix G, effective January 1, 2010, the payroll diversion amount shall be one dollar (\$1.00) per

# HIGHLINE PUBLIC SCHOOLS - TEAMSTERS LOCAL NO. 763 UNION FACILITIES, NUTRITION SERVICES AND TRANSPORTATION EMPLOYEES SALARY SCHEDULE A

Effective September 1, 2024

### APPENDIX A BUILDING MAINTENANCE

BUILDING MAINTENANCE	Step 1 0 - 4 YRS	Step 2 5 - 9 YRS	Step 3 10 - 14 YRS	Step 4 15 - 20 YRS	<b>Step 5 21 + YRS</b>
Asbestos Removal	\$45.20	\$46.10	\$47.02	\$47.97	\$48.92
Supervisor, Asbestos Removal	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Electronics Technician	\$46.86	\$47.80	\$48.75	\$49.73	\$50.72
Electronics Lead	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Performing Arts Center Technician	\$33.54	\$34.21	\$34.89	\$35.59	\$36.30
Maintenance Laborer	\$28.52	\$29.09	\$29.67	\$30.26	\$30.87
Facilities Compliance Specialist	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Building Specialties	\$41.03	\$41.85	\$42.69	\$43.55	\$44.42
Structural Journeyman	\$41.03	\$41.85	\$42.69	\$43.55	\$44.42
Carpenter Lead	\$45.20	\$46.10	\$47.02	\$47.97	\$48.92
Glazier Lead	\$45.20	\$46.10	\$47.02	\$47.97	\$48.92
Locksmith	\$41.03	\$41.85	\$42.69	\$43.55	\$44.42
Locksmith Lead	\$47.55	\$48.50	\$49.47	\$50.46	\$51.47
Nutrition Services Equipment Lead	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Painter Lead	\$45.20	\$46.10	\$47.02	\$47.97	\$48.92
Roofer Lead	\$45.20	\$46.10	\$47.02	\$47.97	\$48.92
Electrician	\$46.86	\$47.80	\$48.75	\$49.73	\$50.72
Electrician Lead	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Heating and Air Conditioning	\$46.86	\$47.80	\$48.75	\$49.73	\$50.72
Heating and Air Conditioning Lead	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Machinist Lead	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85
Plumber	\$46.86	\$47.80	\$48.75	\$49.73	\$50.72
Plumber Lead	\$51.59	\$52.62	\$53.68	\$54.75	\$55.85

#### APPENDIX B

#### **BUS DRIVERS, BUS MONITORS AND DRIVER TRAINERS**

\*Effective Sept. 1, 2017, vacation cash out allocations are included in the hourly rates for less than 12-month positions. See addendum to Salary Schedule A for detailed information.

BUS DRIVERS	Step 1	Step 2	Step 3	Step 4	Step 5	
(Includes Dispatch Assistant)	*0 - 4 YRS	5 - 9 YRS	10 - 14 YRS	15 - 20 YRS	21 + YRS	
Bus Driver	See Addendum	See Addendum	See Addendum	See Addendum	See Addendum	
Bus Dispatch Assistant	\$38.13	\$38.89	\$39.67	\$40.47	\$41.28	
	Step 1	Step 2	Step 3	Step 4	Step 5	
BUS MONITORS	*0 - 4 YRS	5 - 9 YRS	10 - 14 YRS	15 - 20 YRS	21 + YRS	
Bus Monitor	See Addendum	See Addendum	See Addendum	See Addendum	See Addendum	
	Step 1	Step 2	Step 3	Step 4	Step 5	
DRIVER TRAINERS	*0 - 4 YRS	5 - 9 YRS	10 - 14 YRS	15 - 20 YRS	21 + YRS	
Driver Trainer	See Addendum	See Addendum	See Addendum	See Addendum	See Addendum	
Driver Trainer Program Coordinator	See Addendum	See Addendum	See Addendum	See Addendum	See Addendum	

	AP	PENDIX C										
<u>CUSTODIAL SERVICES</u>												
CUSTODIAL SERVICES	Step 1 0 - 4 YRS	Step 2 5 - 9 YRS	Step 3 10 - 14 YRS	Step 4 15 - 20 YRS	Step 5 21 + YRS							
Operations Lead (Custodial)	\$45.20	\$46.10	\$47.02	\$47.97	\$48.92							
Custodian	\$29.23	\$29.81	\$30.41	\$31.02	\$31.64							
Custodian 2 <sup>nd</sup> shift	\$30.48	\$31.06	\$31.66	\$32.27	\$32.89							
Custodian 3 <sup>rd</sup> shift	\$30.73	\$31.31	\$31.91	\$32.52	\$33.14							
Custodian One-Person Building	\$29.82	\$30.42	\$31.03	\$31.65	\$32.28							
Custodian One-Person Building 2 <sup>nd</sup> shift	\$31.05	\$31.67	\$32.30	\$32.95	\$33.61							
Night Lead/ Elementary 2 <sup>nd</sup> shift	\$31.05	\$31.67	\$32.30	\$32.95	\$33.61							
Night Lead/ Middle School 2nd shift	\$31.71	\$32.34	\$32.99	\$33.65	\$34.32							
Night Lead/ PSSC; ERAC; Aviation; Big Picture 2nd shift	\$31.71	\$32.34	\$32.99	\$33.65	\$34.32							
Night Lead / High School 2nd shift	\$32.02	\$32.66	\$33.32	\$33.98	\$34.66							
Lead / Elementary	\$30.92	\$31.54	\$32.17	\$32.81	\$33.47							

	APPENDIX C												
<u>CUSTODIAL SERVICES</u>													
CUSTODIAL SERVICES													
Lead / Middle School	\$32.26	\$32.90	\$33.56	\$34.23	\$34.92								
Lead /PSSC; ERAC; Aviation; Big Picture; New Start; Choice	\$32.26	\$32.90	\$33.56	\$34.23	\$34.92								
Lead / High School	\$33.54	\$34.21	\$34.89	\$35.59	\$36.30								
Floor Crew 2 <sup>nd</sup> shift	\$37.12	\$37.83	\$38.57	\$38.94	\$39.32								
Floor Crew Lead 2 <sup>nd</sup> shift	\$42.33	\$43.16	\$43.99	\$44.42	\$44.85								
Floor Crew Lead 3rd shift	\$42.58	\$43.41	\$44.24	\$44.67	\$45.10								
Caretaker / Camp Waskowitz	\$35.87	\$36.58	\$37.32	\$38.06	\$38.82								
Memorial Field Attendant	\$35.87	\$36.58	\$37.32	\$38.06	\$38.82								

	APPENDIX D											
GROUNDS MAINTENANCE												
GROUNDS MAINTENANCE         Step 1         Step 2         Step 3         Step 4         Step 5           6 - 4 YRS         5 - 9 YRS         10 - 14 YRS         15 - 20 YRS         21 + YR												
Facilities Central Lead (Grounds & Site)	\$45.20	\$46.10	\$47.02	\$47.96	\$48.92							
Grounds Equipment & Site Worker	\$36.14	\$36.86	\$37.60	\$38.35	\$39.12							
Grounds & Site Worker Lead	\$41.08	\$41.91	\$42.74	\$43.60	\$44.47							

### APPENDIX E <u>NUTRITION SERVICES</u>

\* Effective Sept. 1, 2017, vacation cash out allocations are included in the hourly rates for less than 12-month positions. See addendum to Salary Schedule A for detailed information.

NUTRITION SERVICES	Step 1 *0 - 4 YRS	Step 2 5 - 9 YRS	Step 3 10 - 14 YRS	Step 4 15 - 20 YRS	<b>Step 5 21 + YRS</b>
	See	See	See	See	See
Kitchen Helper	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Kitchen Satellite Lead	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Production Kitchen Cook/Baker	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Production Kitchen Cook	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Production Kitchen Lead Person	Addendum	Addendum	Addendum	Addendum	Addendum

### APPENDIX E NUTRITION SERVICES

\* Effective Sept. 1, 2017, vacation cash out allocations are included in the hourly rates for less than 12-month positions. See addendum to Salary Schedule A for detailed information.

	See	See	See	See	See
Camp Helper	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Camp Cook/Baker	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Camp Kitchen Lead Person	Addendum	Addendum	Addendum	Addendum	Addendum
	See	See	See	See	See
Laundry Worker	Addendum	Addendum	Addendum	Addendum	Addendum

	APPENDIX F												
	VEHICLE I	MAINTENAI	NCE										
VEHICLE MAINTENANCE	Step 1         Step 2         Step 3         Step 4         Step 5           VEHICLE MAINTENANCE         0 - 4 YRS         5 - 9 YRS         10 - 14 YRS         15 - 20 YRS         21 + YRS												
Vehicle Maintenance Helper	\$25.02	\$25.52	\$26.03	\$26.29	\$26.56								
Preventative Vehicle Maintenance Mechanic	\$32.54	\$33.19	\$33.86	\$34.20	\$34.54								
Vehicle Maintenance Mechanic	\$41.52	\$42.36	\$43.20	\$43.63	\$44.07								
Vehicle Maintenance Mechanic Lead	\$45.28	\$46.19	\$47.11	\$47.58	\$48.06								
Vehicle Maintenance Mechanic Foreperson 1 <sup>st</sup> shift	\$48.60	\$49.57	\$50.56	\$51.58	\$52.61								
Vehicle Maintenance Mechanic Foreperson 2 <sup>nd</sup> shift	\$49.85	\$50.82	\$51.81	\$52.83	\$53.86								

WAREHOUSE AND DELIVERY												
Step 1         Step 2         Step 3         Step 4         Step 5           WAREHOUSE AND DELIVERY         0 - 4 YRS         5 - 9 YRS         10 - 14 YRS         15 - 20 YRS         21 + YRS												
Warehouse Helper	\$27.31	\$27.86	\$28.42	\$28.98	\$29.56							
Delivery Driver/Warehouse Person	\$33.70	\$34.38	\$35.07	\$35.77	\$36.48							
Lead/Driver/Warehouse Person/Dispatcher	\$37.97	\$38.73	\$39.51	\$40.30	\$41.10							

#### HIGHLINE PUBLIC SCHOOLS - TEAMSTERS LOCAL NO. 763 UNION

#### FACILITIES, NUTRITION SERVICES AND TRANSPORTATION EMPLOYEES

#### ADDENDUM TO SALARY SCHEDULE A - DETAIL FOR LESS THAN 12-MONTH POSITIONS - BLENDING VACATION ACCRUALS INTO HOURLY RATE Effective September 1, 2024

						cuve Sept		-02-7							1
		Step 1			Step 2					Step 3			Ster	. 4	Step 5
Position		0 - 4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS	13 YRS	14 YRS	15 - 19 YRS		21 + YRS
	Base	\$31.38	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.64	\$32.64	\$32.64	\$32.64	\$32.64	\$33.30	\$33.30	
Bus Driver	Vacation	\$1.21	\$1.23	\$1.35	\$1.48	\$1.60	\$1.72	\$1.88	\$2.01	\$2.14	\$2.26	\$2.39	\$2.56	\$3.20	
	Total	\$32.58	\$33.24	\$33.36	\$33.48	\$33.60	\$33.73	\$34.53	\$34.65	\$34.78	\$34.91	\$35.03	\$35.86	\$36.50	i
	Base	\$24.90	\$25.40	\$25.40	\$25.40	\$25.40	\$25.40	\$25.91	\$25.91	\$25.91	\$25.91	\$25.91	\$26.43	\$26.43	
Bus Monitor	Vacation	\$0.96	\$0.98	\$1.07	\$1.17	\$1.27	\$1.37	\$1.50	\$1.59	\$1.69	\$1.79	\$1.89		\$2.54	
	Total	\$25.86	\$26.38	\$26.48	\$26.57	\$26.67	\$26.77	\$27.40	\$27.50	\$27.60	\$27.70	\$27.80	\$28.46	\$28.97	\$29.55
	Base	\$35.69	\$36.41	\$36.41	\$36.41	\$36.41	\$36.41	\$37.13	\$37.13	\$37.13	\$37.13	\$37.13	\$37.88	\$37.88	\$38.63
Driver Trainer	Vacation	\$1.37	\$1.40	\$1.54	\$1.68	\$1.82	\$1.96	\$2.14	\$2.29	\$2.43	\$2.57	\$2.71	\$2.91	\$3.64	
	Total	\$37.07	\$37.81	\$37.95	\$38.09	\$38.23	\$38.37	\$39.28	\$39.42	\$39.56	\$39.71	\$39.85		\$41.52	
	Base	\$41.61	\$42.44	\$42.44	\$42.44	\$42.44	\$42.44	\$43.29	\$43.29	\$43.29	\$43.29	\$43.29	\$44.16	\$44.16	\$45.04
Driver Trainer Program Coordinator	Vacation	\$1.60	\$1.63	\$1.80	\$1.96	\$2.12	\$2.29	\$2.50	\$2.66	\$2.83	\$3.00	\$3.16		\$4.25	
Coordinator	Total	\$43.21	\$44.07	\$44.24	\$44.40	\$44.56	\$44.73	\$45.79	\$45.95	\$46.12	\$46.29	\$46.46	\$47.55	\$48.40	
	Base	\$22.41	\$22.86	\$22.86	\$22.86	\$22.86	\$22.86	\$23.32	\$23.32	\$23.32	\$23.32	\$23.32	\$23.79	\$23.79	\$24.26
Kitchen Helper	Vacation	\$0.86	\$0.88	\$0.97	\$1.06	\$1.14	\$1.23	\$1.35	\$1.44	\$1.53	\$1.61	\$1.70	\$1.83	\$2.29	
	Total	\$23.28	\$23.74	\$23.83	\$23.92	\$24.01	\$24.09	\$24.67	\$24.75	\$24.84	\$24.93	\$25.02	\$25.62	\$26.07	\$26.59
	Base	\$26.08	\$26.60	\$26.60	\$26.60	\$26.60	\$26.60	\$27.13	\$27.13	\$27.13	\$27.13	\$27.13	\$27.67	\$27.67	\$28.22
Kitchen Satellite Lead	Vacation	\$1.00	\$1.02	\$1.13	\$1.23	\$1.33	\$1.43	\$1.57	\$1.67	\$1.77	\$1.88	\$1.98		\$2.66	\$2.71
	Total	\$27.08	\$27.62	\$27.72	\$27.82	\$27.93	\$28.03	\$28.69	\$28.80	\$28.90	\$29.01	\$29.11	\$29.80	\$30.33	\$30.94
	Base	\$25.05	\$25.55	\$25.55	\$25.55	\$25.55	\$25.55	\$26.06	\$26.06	\$26.06	\$26.06	\$26.06	\$26.59	\$26.59	\$27.12
Production Kitchen Cook/Baker	Vacation	\$0.96	\$0.98	\$1.08	\$1.18	\$1.28	\$1.38	\$1.50	\$1.60	\$1.70	\$1.81	\$1.91	\$2.05	\$2.56	\$2.61
	Total	\$26.02	\$26.54	\$26.64	\$26.73	\$26.83	\$26.93	\$27.57	\$27.67	\$27.77	\$27.87	\$27.97	\$28.63	\$29.14	\$29.73
	Base	\$25.93	\$26.45	\$26.45	\$26.45	\$26.45	\$26.45	\$26.98	\$26.98	\$26.98	\$26.98	\$26.98	\$27.52	\$27.52	\$28.07
Production Kitchen Cook	Vacation	\$1.00	\$1.02	\$1.12	\$1.22	\$1.32	\$1.42	\$1.56	\$1.66	\$1.76	\$1.87	\$1.97	\$2.12	\$2.65	\$2.70
	Total	\$26.93	\$27.46	\$27.57	\$27.67	\$27.77	\$27.87	\$28.53	\$28.64	\$28.74	\$28.84	\$28.95	\$29.63	\$30.16	\$30.77
Production Kitchen Lead	Base	\$28.59	\$29.16	\$29.16	\$29.16	\$29.16	\$29.16	\$29.74	\$29.74	\$29.74	\$29.74	\$29.74	\$30.34	\$30.34	\$30.95
Person	Vacation	\$1.10	\$1.12	\$1.23	\$1.35	\$1.46	\$1.57	\$1.72	\$1.83	\$1.95	\$2.06	\$2.17	\$2.33	\$2.92	\$2.98
. 613011	Total	\$29.69	\$30.28	\$30.39	\$30.51	\$30.62	\$30.73	\$31.46	\$31.57	\$31.69	\$31.80	\$31.92	\$32.67	\$33.26	\$33.92
	Base	\$22.41	\$22.86	\$22.86	\$22.86	\$22.86	\$22.86	\$23.32	\$23.32	\$23.32	\$23.32	\$23.32	\$23.79	\$23.79	\$24.26
Camp Helper	Vacation	\$0.86	\$0.88	\$0.97	\$1.06	\$1.14	\$1.23	\$1.35	\$1.44	\$1.53	\$1.61	\$1.70	\$1.83	\$2.29	\$2.33
	Total	\$23.28	\$23.74	\$23.83	\$23.92	\$24.01	\$24.09	\$24.67	\$24.75	\$24.84	\$24.93	\$25.02	\$25.62	\$26.07	\$26.59
	Base	\$26.10	\$26.62	\$26.62	\$26.62	\$26.62	\$26.62	\$27.15	\$27.15	\$27.15	\$27.15	\$27.15	\$27.69	\$27.69	\$28.25
Camp Cook/Baker	Vacation	\$1.00	\$1.02	\$1.13	\$1.23	\$1.33	\$1.43	\$1.57	\$1.67	\$1.78	\$1.88	\$1.98	\$2.13	\$2.66	
	Total	\$27.10	\$27.64	\$27.74	\$27.85	\$27.95	\$28.05	\$28.72	\$28.82	\$28.93	\$29.03	\$29.13	\$29.82	\$30.36	\$30.96
	Base	\$29.12	\$29.70	\$29.70	\$29.70	\$29.70	\$29.70	\$30.30	\$30.30	\$30.30	\$30.30	\$30.30	\$30.90	\$30.90	
Camp Kitchen Lead Person	Vacation	\$1.12	\$1.14	\$1.26	\$1.37	\$1.49	\$1.60	\$1.75	\$1.86	\$1.98	\$2.10	\$2.21	\$2.38	\$2.97	
	Total	\$30.24	\$30.85	\$30.96	\$31.07	\$31.19	\$31.30	\$32.05	\$32.16	\$32.28	\$32.40	\$32.51	\$33.28	\$33.87	\$34.55
	Base	\$22.41	\$22.86	\$22.86	\$22.86	\$22.86	\$22.86	\$23.32	\$23.32	\$23.32	\$23.32	\$23.32	\$23.79	\$23.79	
Laundry Worker	Vacation	\$0.86	\$0.88	\$0.97	\$1.06	\$1.14	\$1.23	\$1.35	\$1.44	\$1.53	\$1.61	\$1.70		\$2.29	
	Total	\$23.28	\$23.74	\$23.83	\$23.92	\$24.01	\$24.09	\$24.67	\$24.75	\$24.84	\$24.93	\$25.02	\$25.62	\$26.07	\$26.59
Approved by the Board: 1/08/2025															