

Agreement

between

TACOMA
PUBLIC SCHOOLS
EVERY STUDENT. EVERY DAY

**Board of Directors
Tacoma School District No. 10**

and the

**International Union of
Operating Engineers, Local 302
(Custodians)**

September 1, 2022 – August 31, 2025

Tacoma, Washington

TACOMA SCHOOL DISTRICT No. 10

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1 **PREAMBLE**

2
3 The following articles of this Agreement constitute an agreement by and between the Board of
4 Directors of Tacoma School District No. 10, hereinafter called the "Board," and the International
5 Union of Operating Engineers, Local 302 (Custodial), hereinafter called the "Union."
6

7
8 **The parties hereto agree as follows:**
9

10
11 **ARTICLE I. DEFINITIONS AND RECOGNITION**

12
13 **Section 1. Definitions**

- 14
15 1. **Board:** Board of Directors of Tacoma School District No. 10.
16
17 2. **District:** Tacoma School District No. 10.
18
19 3. **Emergency:** An unforeseen or sudden event that necessitates immediate work.
20
21 4. **Employee:** Any employee in a permanent position in the District.
22
23 5. **Hours Worked:** All hours that an employee is in pay status.
24
25 6. **Part-time Employee:** An employee whose permanent bid assignment is for less
26 than eight (8) hours.
27
28 7. **Regular Workday:** The definition of a regular workday shall be a twenty-four
29 (24) hour period of time starting with 12:01 a.m. and going to 12:00 a.m. For
30 example, 12:01 a.m. Sunday through 12:00 a.m. Monday is Day 1. Employees
31 will be scheduled during their days off for the maximum amount of time off
32 where possible.
33
34 8. **School Year:** September 1 through August 31.
35
36 9. **Seasonal Employee:** A non-regular employee hired to work for ninety (90)
37 calendar days or less. Seasonal employees receive no benefits. Seasonal
38 employees receive the beginning apprentice custodian rate of pay, step one (1).
39
40 10. **Station Assignment:** Those areas of responsibility within a building(s).
41
42 11. **Superintendent:** Superintendent of Tacoma School District No. 10.
43
44 12. **Supervisor:** Supervisor of Custodial Operations.
45 13. **Temporary layoff:** A layoff of fifteen (15) months or less.
46
47 14. **Union:** International Union of Operating Engineers (IUOE), Local 302.
48
49 15. **Work Assignment:** Building(s) where stations are located.

1 16. **Year of Service:** An employee who works four (4) or more hours per day for 115
2 or more regular workdays per school year.

3
4 **Section 2. Recognition**

5
6 The Board recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and
7 conditions of employment for all custodial employees in the operations department, except the
8 supervisor, assistant supervisors and seasonal employees.

9
10 **ARTICLE II. MANAGEMENT RIGHTS**

11
12 **Section 3. Management Rights**

- 13
14 1. The right to make reasonable rules and regulations shall be considered acknowledged
15 functions of the District. In making rules and regulations related to personnel policies,
16 procedures and practices, and matters of working conditions, the District shall give due
17 regard and consideration to the rights of IUOE and the employees, and to the obligations
18 imposed by this Agreement.
19
20 2. It is agreed that the customary and usual rights, powers, functions, and authority of
21 management are vested in management officials of the District. Included in these rights
22 in accordance with applicable laws and regulations are the right to direct the work force;
23 the right to hire, promote, retain, transfer and assign employees in positions; the right to
24 suspend, discharge, demote, or to take other disciplinary action against employees for
25 just cause; and the right to release employees from duties because of lack of work or
26 other legitimate reasons. The District shall retain the right to maintain efficiency of the
27 District operation by determining the methods, the means, and the personnel by which
28 such operations are conducted.

29
30 **ARTICLE III. GENERAL CONTRACT PROVISIONS**

31
32 **Section 4. Grievance Procedure**

33
34 A “grievant” shall mean the Union or the Union acting on behalf of a member of the bargaining unit.
35 A “grievance” shall mean a claim by a grievant that there exists a violation, misinterpretation, or
36 misapplication by the District of a specific provision of the Collective Bargaining Agreement or any
37 other written agreement between the Union and the District. In the case of a grievance filed by the
38 Union, the Union shall state the specific instance(s) or circumstance(s) which precipitates said
39 grievance. All grievances are owned by the Union and as such no grievance may be filed without the
40 authorization of the Union field Representative.

- 41
42 1. **Informal Step:** The aggrieved employee and/or Union representative should meet with the
43 Facilities Manager/ supervisor_within twenty (20) regular working days following the date of
44 the last occurrence of the grievance to discuss options to resolve the grievance. Every effort
45 should be made to resolve the grievance informally; however, if the grievant does not feel the
46 issue will/can be resolved informally they may proceed to Step 1.
47
48

1 **2. Step I:** In the event the grievance is not satisfactorily resolved in the Informal Step, the aggrieved
2 employee and/or the Union representative shall, within ten (10) regular working days following the
3 date of the failure to resolve it in the Informal Step, present the grievance in writing to the Director of
4 Facilities. The Director of Facilities will meet with the aggrieved employee and/or Union
5 representative within ten (10) working days following receipt of the grievance. Within five (5)
6 working days following the meeting, the Director of Facilities shall respond in writing to the
7 employee with a copy to the Union.
8

9 **3. Step II:** In the event the grievance is not satisfactorily resolved in Step I, the aggrieved
10 employee and/or the Union shall, within ten (10) regular working days following the date of
11 the Step I written response, present the grievance in writing to the Assistant Superintendent of
12 Human Resources or designee. The assistant Superintendent of Human Resources or designee
13 will meet with the aggrieved employee and/or Union representative within ten (10) working
14 days following receipt of the grievance. Within five (5) working days following the meeting,
15 the Assistant Superintendent of Human Resources or designee shall respond in writing to the
16 employee with a copy to the Union.
17

18 **4. Step III:** In the event the grievance is not satisfactorily resolved in Step II, the aggrieved
19 employee and/or the Union shall, within ten (10) regular working days following the date of
20 the Step II written response, present the grievance in writing to the Superintendent or designee
21 Superintendent, with a copy to the Director of Labor Relations and Whole Educator Support.
22 Within ten (10) regular working days following receipt of the grievance, the Superintendent or
23 designee shall arrange a meeting(s) in an attempt to resolve the grievance. The District will
24 respond in writing within five (5) regular working days of the date of the meeting in writing to
25 the employee with a copy to the Union.
26

27 **5. Step IV, Mediation:** In the event the two parties cannot arrive at a satisfactory resolution to
28 the grievance at Step II, the parties may mutually agree to submit the grievance at Step II to
29 mediation. Either party must notify the other *in writing* within five (5) working days following
30 the date for the Step II written response of their desire for mediation. The respondent shall
31 respond, whether or not they agree to mediation, no later than two (2) working days prior to
32 the Union's deadline for submission to arbitration or within five (5) working days of receipt of
33 the written notification, whichever is sooner.
34

35 If the parties agree to mediation, then within five (5) working days of the agreement the parties
36 shall jointly submit a request for mediation. Both parties must agree to where to submit the
37 mediation request, but it could include Pierce County Dispute Resolution Center. In addition,
38 both parties shall share costs of mediation.
39

40 Timeliness contained in Section 4 for submission to arbitration shall be held in abeyance until
41 termination of the mediation process. If no settlement is reached in mediation, the union may
42 proceed with the request for binding arbitration.
43

44 **6. Step V, Arbitration:** In the event the two parties cannot arrive at a satisfactory resolution to
45 the grievance, the Union may request binding arbitration on any grievance related to violation
46 of this Agreement. If the Union determines to seek binding arbitration, it shall, within ten (10)
47 regular working days following the date of the Step II written response, submit a request for a
48 list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service unless
49 other arrangements are agreed to between the District and the Union. The parties will determine
50 the arbitrator from this list by alternately striking a name from the list. The arbitrator's decision

1 will be in writing and will set forth the finding of act, reasoning and conclusions. The arbitrator
2 will be without power or authority to make any decisions which is outside the Agreement.

3
4 The decision of the arbitrator will be submitted to the District and the Union and will be final
5 and binding upon the parties. The costs of the arbitrator will be borne equally by the District
6 and the Union and each will bear its own attorney fees and other costs.

- 7
8 **7.** The time limits specified within this grievance procedure may be extended by mutual
9 agreement of the District and the Union.

10
11 **Section 5. Negotiations Procedures**

- 12
13 1. This Agreement will be open for negotiations no earlier than ninety (90) calendar days and
14 no later than sixty (60) calendar days prior to the termination date of this Agreement except
15 as otherwise provided herein.
16
17 2. Each party to this Agreement will exchange the specific language for their proposed changes
18 at the first negotiations meeting. Related topics may be presented prior to a tentative
19 agreement for the purpose of reaching an agreement.
20
21 3. Negotiations shall be conducted at mutually agreed upon times.
22
23 4. Every effort will be made to complete negotiations by August 31, except when extended by
24 mutual consent of the parties.
25
26 5. The Board will take into consideration any tentative agreement ratified by the Union on or
27 before the next regularly scheduled Board meeting.

28
29 **Section 6. Staff Diversity Plan**

30
31 The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and
32 state law.

33
34 Recommendations for changes in the Plan may be made by the Union. Copies of the Staff Diversity
35 Plan shall be kept on file in each school and shall be available to employees upon request from the
36 Human Resources Department.

37
38 **Section 7. Nondiscrimination Statement**

39
40 Tacoma School District No. 10 does not discriminate in any programs or activities on the basis of sex,
41 race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender
42 expression or identity, disability, or the use of a dog guide or trained service animal (a service animal
43 is an animal that is **individually trained to** do work or perform tasks for the benefit of an individual
44 with a disability).

1 **Section 8. Union Security**

2
3 New Employee:

4
5 Upon completion of the hiring process, the employer shall promptly provide the Union with the name,
6 address, contact information of each new employee and such employee's hire date. As per the
7 requirements of RCW 41.56, the employer agrees to provide authorized representatives of the Union
8 thirty (30) minutes access to new bargaining unit employees within ninety (90) days of the respective
9 employee's start date. It shall be up to the Union to contact the employer's Labor Relation Director (or
10 designee) to schedule a mutually agreeable time and location at the worksite for the access to take
11 place. It is further agreed that the employer is only obligated to compensate the new employee for the
12 time spent (30 minutes) during regular working hours for the scheduled access.

13
14 Upon written authorization, the District agrees to deduct membership dues from an employee's payroll
15 and forward said dues promptly to the Union. All enrollments and cancellations shall be handled by
16 the appropriate officers of the Union. Cancellation of dues must be received in the Finance Department
17 directly from the officers of the Union. The District will end dues deductions from an employee's
18 payroll as soon as possible upon receipt of the notice of cancellation.

19
20 The Union representative(s) will have access to all places where employees covered by this Agreement
21 are employed. It is understood between the parties that this right shall not infringe or otherwise
22 negatively impact the operations of the employer.

23
24 The Union may be represented by Shop Stewards. Stewards may be selected in such manner as the
25 Union may determine. The District shall be informed in writing of the names of the Stewards. Only
26 such Stewards shall be accorded recognition by the Employer. The Steward's duties, functions and
27 responsibilities are limited to receiving complaints from members, checking for contract violations,
28 investigating and reporting to the appropriate representative or Local Union Business Manager.

29
30 Hold Harmless: The Union agrees to defend, indemnify, and hold the District harmless (suits by the
31 District excepted) against any and all claims, suits, orders, or judgments brought or issued against the
32 District as a result of any action taken or not taken by the District pursuant to proper implementation
33 of this section contingent upon the District's agreement that the Union shall be authorized to defend
34 such suit through an attorney of the Union's own choosing.

35
36 **Section 9. Labor-Management**

37
38 **Labor-Management Committee:** At least quarterly, or at the written request of either the District or
39 the Union. Labor-Management meetings shall be held, with no loss of pay to the employees, at a time
40 mutually agreed upon. Items for discussion shall be submitted by the parties to determine the agenda.
41 The purpose of these meetings shall be to resolve problems prior to them being reduced to writing as
42 a grievance, to discuss any other problems or concerns that affect the bargaining unit, and to provide
43 an opportunity to discuss improvements to the custodial program. Employee absentee rates
44 and related attendance issues will be reviewed.

45
46 In no event can agreements reached in Labor-Management abridge, add to, or subtract from the
47 collective bargaining agreement. The Union shall select up to four (4) employee representatives to the
48 Labor-Management Committee who will serve for the duration of

1 the agreement. The Assistant Superintendent of Human Resources shall select up to four (4) District
2 management representatives. The Executive Director of Maintenance and Operations and two (2) other
3 supervisory personnel shall represent the District. In order to assure open communication, there shall
4 be no adverse impact, nor shall there be any retribution for any employee as a result of participation
5 in the Labor-Management Committee.

6
7 **ARTICLE IV. WAGES, CLASSIFICATIONS, HOURS AND BENEFITS**

8
9 **Section 10. Wages and Classifications**

- 10
11 1. For the term of the Agreement, wages shall increase in an amount equal to the state pass
12 through percentage for cost-of-living (IPD) increases for all employees each year of this
13 agreement in addition to earned Level and Step advancement as described in Appendix
14 B. Additionally, the District will provide a two and one-half percent (2.5%) increase for
15 all employees in 2022 – 2023, a two percent (2%) increase in 2023 – 2024 and a two
16 percent (2%) increase for 2024 – 2025. These state pass-through percentages and District-
17 provided increases will be applied to the wage levels presented on the wage matrix. Wage
18 increases are calculated from the employee's hourly wage before the deduction of the
19 Central Pension Fund contributions.

20
21 Increment advancement shall not exceed one (1) Step per pay level per year.

22
23 Before application of wage increases for the 2022-2023 school year, the dollar amount
24 for “D” classification Step 3 shall become “C” classification Step 1 and “D” classification
25 Step “3” shall be eliminated. Any employees currently in “D” classification Step “3”
26 would be Z-rated.

27
28
29
30

<u>2022-23</u>	<ul style="list-style-type: none">• State IPD.• <u>Two and one-half percent (2.5%)</u> increase
<u>2023-24</u>	<ul style="list-style-type: none">• State IPD.• <u>Two percent (2%)</u> increase• <u>One percent (1%)</u> increase for 10 years of longevity.
<u>2024-25</u>	<ul style="list-style-type: none">• State IPD.• Two percent (2%) increase

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41
42 Base Salary – the base salary refers to an employee’s individual placement on the wage
43 schedule based on their classification and longevity. Central Pension Fund contributions
44 are employee deductions that are deducted from the gross hourly wage through the
45 payroll process and are not considered in the determination of the wage schedule
46 development.

47
48
49

- 1 2. Increment advancement for custodial employees is dependent upon the individual
2 employee's satisfactory completion of the coursework outlined in Appendix B, Wage
3 Schedule Levels with Training/Course Completion Requirements.
4
- 5 3. Required in-service classes or District workshops may be offered during the employee's
6 normal work hours.
7
- 8 4. An employee's shift shall be either five (5) eight (8) hour days or four (4) ten (10) hour
9 days. The work week begins at 12:01 a.m. Sunday through 12:00 a.m. Saturday.
10
- 11 5. All time worked over eight (8) hours per day, forty (40) hours per week, on the sixth (6th)
12 consecutive day, or on a non-workday, shall be paid at time and one-half the regular rate
13 of pay. On the seventh (7) consecutive day or on Sunday, the rate of pay shall be at double
14 the regular rate of pay.
15
- 16 6. In the case of a ten (10) hour workday, all time worked over ten (10) hours per day, forty
17 (40) hours per week, on the fifth (5th) consecutive day or on a non-workday shall be paid
18 at time and one half the regular rate of pay.
19
- 20 7. Employees using sick leave or leave without pay on a Friday, or Thursday for the 10-hour
21 work week will not be authorized to work overtime on a Saturday or Sunday.
22
- 23 8. The District will consider a ten (10) hour workday equal to a one and one-quarter (1.25)
24 eight (8) hour workday for the purpose of benefits such as leaves and vacations.
25
- 26 9. For a week with a non-workday, the non-workday will be counted as eight (8) hours of
27 work for the purpose of determining overtime pay.
28
29 Custodial employees may use compensatory time on any non-school day. Custodial
30 employees may use compensatory time on school days only when it would be unnecessary
31 to use a relief custodian.
32
- 33 10. All compensatory time use must be pre-approved by the Facilities Custodial Manager or
34 Director of Facilities.
35
- 36 11. An employee is allowed to accumulate hours as compensatory time. An employee may
37 request hours of compensatory time equal to the overtime pay which has been earned. An
38 employee may:
39
 - 40 a. Accumulate up to sixty (60) hours of compensatory time between September 1 and
41 February 28/29. The compensatory time will be paid off in March at the appropriate
42 rate of pay.
43
 - 44 b. Accumulate sixty (60) hours of compensatory time between March 1 and August 31.
45 The compensatory time will be paid off in September at the appropriate rate of pay.
46
47
48

1 12. An employee who has accrued compensatory time and who has requested its use will be
2 permitted to do so within the regular school year provided that the use of compensatory
3 time is pre-approved by the Facilities Custodial Manager and does not unduly disrupt the
4 School District operation.
5

6 13. Upon termination or resignation compensatory time balance will be paid by the District as
7 part of the employee's final pay warrant.
8

9 14. Overtime and compensatory hours must be submitted to the Facilities Manager within the
10 payroll period in which the hours were earned.
11

12 15. Employees required to return to duty after leaving the building will receive a minimum of
13 three (3) hours pay at the appropriate rate.
14

15 16. When an employee is assigned to perform Operations Office duties as a district wide Chief,
16 the base rate of pay shall be the rate at Level A, Step 2 plus fifty cents (.50) per hour, plus
17 the nineteen (19) year service and the chief refresher school increments, if applicable.
18 Employees who have expressed interest but are not selected as temporary supervisors may
19 request input from the supervisor regarding the reason(s) for not being selected.
20

21 17. An employee permanently assigned to a position on the graveyard shift shall be paid a
22 premium of seventy-five cents (.75) per hour for all hours of regular graveyard pay status;
23 regular graveyard pay status includes holidays and vacation days. An employee temporarily
24 assigned to a graveyard position shall be paid the appropriate premium per hour for each
25 hour of work on the graveyard shift.
26

27 The overtime rate shall not apply to the graveyard shift premium differential for
28 assignments not related to the graveyard shift.
29

30 18. No employee will be required to work outside their assigned classification unless
31 specifically assigned by the Operations Office. Such employees shall receive the applicable
32 rate of pay for the higher classification while performing the work except for low pressure
33 relief, high pressure relief, and B Class Certificated/Licensed Relief Engineer.
34

35 19. The building classification of a school which is partially closed due to remodeling or
36 construction will not be changed until the remodeling or construction phase has been
37 completed. Whenever there is an addition to a school building, whether it is a portable
38 classroom or permanent construction, the Chief Custodian will be paid at the applicable
39 building classification immediately upon custodial services being approved by the
40 Operations Office.
41

42 If the school is reduced in building classification for any reason, the Chief Custodian will
43 retain their classification until they successfully bids on another position of the same or
44 higher classification. Said employee's salary will be frozen until the salary of the lower
45 classification is equal to or exceeds the grandfathered rate of pay; provided however, the
46 District, at its discretion, may increase the frozen wage in order to make it coincide with a
47 wage on the wage schedule.
48

1 20. The District will provide a ten (10) year longevity increment to eligible custodial
2 employees at one percent (1%) {one percent (1%) increase beginning 2023-24 school year;
3 2% total} of their base salary after completion of nine (9) years of service, effective on the
4 anniversary date of their hire with the District. The longevity increment will be calculated
5 from the wage schedule, which includes the central pension fund contribution.
6

7 21. Additionally, the District will provide a twenty (20) year longevity increment to eligible
8 custodial employees at five percent (5%) of their base salary nineteen (19) years of service,
9 effective on the anniversary date of their hire with the District. The longevity increment
10 will be calculated from the wage schedule, which includes the central pension fund
11 contribution.
12

13 Additionally, the District will provide a twenty-five (25) year longevity increment to
14 eligible custodial employees at two percent (2%) of their base salary after completion of
15 twenty-four (24) years of service, effective on the anniversary date of their hire with the
16 District. The longevity increment will be calculated from the wage schedule, which
17 includes the central pension fund contribution.
18

19 The District will provide a thirty (30) year longevity increment to eligible custodial
20 employees at one percent (1%) of their base salary after completion of twenty-nine (29)
21 years of service, effective on the anniversary date of their hire with the District. The
22 longevity increment will be calculated from the wage schedule, which includes the central
23 pension fund contribution.
24

25 The service and experience increments will be effective September 1 annually.
26

27 22. If an employee is required to work on any paid day off, such employee shall receive time
28 and one half (1.5x) the regular rate of pay for the hours worked plus pay for the day, except
29 as provided in item (18) of this section.
30

31 23. If an employee is required to work on any calendar date of the holiday, except for the day
32 before and after Thanksgiving, Christmas Eve Day and New Year's Eve Day, the employee
33 will be paid double time (2x) the regular rate of pay for the hours worked. When District
34 custodial calendars are being created, the District will discuss the placement of non-paid
35 non-workdays with the Union.
36

37 24. No employee will be advanced more than one building classification at a time, except in
38 an emergency.
39

40 25. Whenever a Tuesday through Saturday shift is run, the employee will receive an additional
41 one dollar and twenty-five cents (\$1.25) per hour while performing work on Saturday.
42

43 26. The three (3) B Class Certificated/Licensed engineer relief positions requiring a third-grade
44 boiler certificate/license or better with a second-grade boiler license preferred, shall be bid
45 positions and are assigned from the certificated/licensed employee's promotional seniority
46 list.
47

1 Three (3) C class Certificated/Licensed engineer relief third grade boiler license positions
2 shall be bid positions and are assigned from the certificated/licensed employees'
3 promotional seniority list.

4 Three (3) D Class Certificated/Licensed engineer relief fourth grade boiler license positions
5 shall be bid positions and are assigned from the license employee's promotional seniority
6 list.

7
8 27. Every employee required by the District to have a forklift certificate shall receive a twenty-
9 five cent (.25) per hour increase in wages.

10
11 28. Employees who have completed the chief refresher course shall receive a twenty-five cent
12 (.25) per hour increment once the employee is assigned to a chief custodian position.
13 Employees in the "D" classifications who are not chief custodians may get credit for taking
14 the class and will receive the twenty-five cent (.25) per hour increment effective with one
15 being assigned a chief custodian position.

16
17 29. The bargaining unit may from year to year change their contribution to the Central Pension
18 Fund. Please refer to Appendix A, Hourly Wage Schedule for individual hourly rates.

19
20 Contributions to the CPF are employee contributions and are deducted from the employee
21 gross hourly wage.

22
23 Members of the International Union of Operating Engineers may meet annually to set the
24 employee contribution to the CPF.

25
26 Contributions to the CPF, once set by the membership will be consistent for every hour
27 worked or paid regardless of the pay rate.

28
29 The Pension Fund will be funded by reductions in the wages of the Union members and
30 will in no part be funded by contributions from the District, in accordance with the
31 following provisions and that the District is not responsible for the performance of the
32 Central Pension Plan:

33
34 The purpose of the Central Pension Fund shall be to provide retirement benefits for eligible
35 employees pursuant to the provisions of said Central Pension Fund. The funding for this
36 payment, the stipulated amount of any said sum, and the designated effective dates for
37 payment of any said sum are defined and set forth in paragraph two (2) below.

38
39 During the continuance of this collective bargaining, the Employer shall pay into the
40 Central Pension Fund of the International Union of Operating Engineers and Participating
41 Employers, on the account of each member of the International Union of Operating
42 Engineers, Local No. 302 Bargaining Unit, an hourly sum for every hour worked.

43
44 Obligation to the Fund: The Employer and the Union agree to be bound by the respective
45 Agreement and Declaration of Trust entered into on the date set forth herein for the Fund,
46 namely, as of September 7, 1960, establishing the Central Pension Fund of the International
47 Union of Operating Engineers and Participating Employers, and by any amendments to
48 said Trust Agreement, heretofore and hereafter adopted.

1
2
3
4 The Union will annually notify the District of its intent to participate in CPF and any
5 changes in the amount of the employee's contribution.

6 The Employer and Union consent to and accept the terms, conditions and provisions of the
7 Trust Agreement and as amended, creating said Fund. The Employer and Union agree that
8 the Trustees named in said Trust Agreement and their successors are and shall be its
9 representative and the Employer and Union consent to be bound by the acts of said Trustees
10 and successor Trustees made pursuant to and in carrying out the provisions of said Trust
11 Agreement.
12

13 The total amount due for each calendar month shall be remitted in a lump sum to said Fund
14 no later than ten (10) days after the last business day of such month.
15

16 **Section 11. Hours**

- 17
- 18 1. All employees are allowed a one-half (1/2) hour meal period exclusive of the assigned work
19 hours. Certificated/Licensed employees assigned to certificated/licensed positions during normal
20 school operations or anytime the building is in use during the employee's meal period may waive,
21 in writing, their meal period. Such employees shall be on a straight eight (8) hour shift with no
22 designated meal period until they rescind, in writing, their waiver of their meal period. If a
23 certificated/licensed employee's meal period is interrupted by the employee's supervisor, building
24 administrator, or designee, the employee is eligible for thirty (30) minutes of overtime. For those
25 employees who are certificated/licensed and responsible for boiler operations during the
26 designated meal period, boilers will not be operated until the employee returns from break and
27 resumes paid status.
28
 - 29 2. When two (2) or more custodians are assigned to a school, their lunch period may be staggered
30 in order to provide continuity of custodial services.
31
 - 32 3. When the assigned employee is authorized to work beyond the time on the authorization slip, the
33 reasons for the additional time shall be noted on the employee's payroll card.
34
 - 35 4. The District will notify the Union of any changes in starting times of individual stations.
36
 - 37 5. The District will schedule a rest period of fifteen (15) minutes, on the employer's time, for each
38 four (4) hours of working time. On a ten (10) hour workday an employee will receive an
39 additional ten (10) minute break.
40
 - 41 6. Except in an emergency situation as defined in Section 1, when going from swing to day shift,
42 there shall be at least a ten (10) hour rest break between shifts, unless waived by the employee.
43
 - 44 7. The following procedure will be followed for building use authorization:
45
 - 46 a. All meetings in buildings must be authorized through the Executive Director of
47 Maintenance and Operations. All overtime authorized shall be written with the hours
48 "as required" used only if actual hours have not been determined in advance. The

1 authorization request form shall be signed by the Chief Custodian and then signed and
2 approved by the principal.
3

4 b. The principal will submit the required "Requisition and Authorization for Use of
5 School Facilities" form to Maintenance and Operations sufficiently in advance of
6 the use request so that the Business Office can notify the Chief Custodian, the
7 principal and the custodial payroll office by an outside group at least twenty-four
8 (24) hours prior to the activity.
9

10 c. The principal will notify the Chief Custodian of an authorized activity by a school
11 group at least twenty-four (24) hours prior to the activity.
12

13 d. Emergency activities must be approved by the principal, and the Chief Custodian
14 must be notified in advance.
15

16 8. The work year for employees will be 2080 hours.
17

18 9. On all District designated early dismissal days, all IUOE custodial bargaining group employees
19 will be released after four and one-half (4 1/2) hours of work. Also, employees not assigned to a
20 school building will work the same amount of hours as the custodians assigned to a school
21 building. Based on operational needs, IUOE custodial employees may be released on an alternate
22 day to the regular scheduled early release days when approved by the Facilities Manager.
23

24 10. Positions shall have an assigned starting time, according to the needs of the building as set by the
25 Facilities Manager. Typically, the assigned starting time for chief custodians shall be 7:00 a.m.
26 or earlier. A Day-custodian is a custodian that works during the days but is not a chief custodian.
27 Typically, the assigned starting time for day custodian shall be 10:30 a.m. or earlier, however,
28 every employee already working a day custodial position before January 1, 2020, will start their
29 shift at 7:30 a.m. unless the custodian provides a written request to start at 10:30 a.m. Typically
30 the assigned start time for a swing shift, night custodian is 3:00 p.m. Exception shall be subject
31 to dialogue among the building principal, Facilities Manager and the chief custodian.
32

33 **Section 12. Holidays**
34

35 1. Custodial employees shall be granted fourteen (14) paid holidays and shall be
36 Guaranteed fourteen (14) paid holidays per school year. Custodial employees are
37 not expected to work on the following holidays:
38

39 The Friday of Spring Break will be a non-paid, non-workday.
40

Labor Day	New Year's Eve Day
Veterans' Day	New Year's Day
Day before Thanksgiving Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Eve Day	<u>Juneteenth</u>
Christmas Day	Independence Day

2. If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on a Sunday, then Monday will be a paid day off. When a two (2) day holiday falls on a Saturday and/or Sunday, the District will schedule days off with pay for the holiday(s) that fall on the weekend.

Section 13. Vacations

1. Paid vacation will be applied as follows:

Years of Services	Hours	Equivalent in days for 8-hour work shifts	Equivalent in days for 10-hour work shifts
0-5 years	96	12	9.6
6-10 years	136	17	13.6
Beginning with 11 years	184	23	18.4
Beginning with 15 years	192	24	19.2
Beginning with 20 years	200	25	20

Employees may carry over up to a maximum of 320 hours of vacation. Employees who have a vacation leave balance in excess of 240 hours as of August 31 may at their option make a request to buy back up to 40 hours of vacation.

2. Prorated vacations will be allowed for all employees who resign.
3. Days worked, and days paid for by reason of sick benefits shall be counted in computing prorated vacations.
4. The time of vacation period shall be determined by the Operations Manager, with the approval of the Executive Director of Maintenance and Operations.
5. The Chief Custodian will be given first preference in selecting a summer vacation period. The Chief Custodian is responsible for developing a summer work and vacation schedule for the building. The Chief Custodian will consider building needs and building seniority when developing the summer work and vacation schedule. The schedule is subject to review and approval by the Operations Manager.

Employees that want to utilize their vacation during the school year (not Summer months) must fill out a vacation request form and forward a copy to their chief custodian and supervisor a minimum of seven (7) workdays before the date(s) requested and up to twelve (12) months in advance of the leave. The employer will make every effort to provide a written response to the employee no later than four (4) workdays from the date the employer receives it and its time stamp. Vacation requests with less than seven (7) workdays' notice may be approved at management's discretion.
6. Vacations may be split to provide time off at winter and spring vacations. Request for this **will** have to be made in writing to the custodial office at least two (2) weeks in advance. Approval will be at the discretion of the Facilities Manager on an individual basis according to the building needs and job requirements.

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- 7. A full-time employee may take up to thirty (30) consecutive vacation days when approved by the Facilities Manager.
- 8. Beginning January 1, 2020, any employee who does not use any unscheduled leave, with the exception of jury duty, bereavement leave, and military leave will receive additional pay as follows:

MONTH RANGE	ADDITIONAL PAY	EMPLOYEE USING UNSCHEDULED LEAVE COMBINED
August - October	\$400	0*
November - December	\$400	0*
January - February	\$400*	0*
March - April	\$400*	0*
May - July	\$400*	0*

8
9

*Except 3 days total to use as needed for each year.

10
11

This subsection will sunset July 31st, 2023.

12
13

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15

- 9. An employee will be paid for up to and including thirty (30) unused vacation days upon retirement or resignation from the District, provided however that an employee will not be required to lose earned vacation.

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17

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19

10. Through July 31, 2023, if an employee is on Leave Without Pay or is on leave under a state program (e.g. FMLA, PFMLA, L&I) the employee’s attendance incentive will be paused and they will be given credit for the last full month range. The employee’s attendance incentive will resume on the first full month range of the employee returning to work.

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21

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23

Section 14. Insurance Benefits

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- 1. Health insurance will be provided to all eligible employees through the School Employees Benefits Board (SEBB), under the Washington State health Care Authority beginning January 1, 2020. All parties agree to follow all state laws regarding SEBB.

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32

1 **Section 15. Travel Allowance**
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- 3 1. Employees required to use their private automobile to travel on school business or
4 required to attend meetings at a building other than the one to which they are regularly
5 assigned shall be compensated at the IRS established rate.
6
- 7 2. Travel from home to work or first place of call and from work or last place of call to
8 home is not reimbursable except when approved by the Superintendent, or designee.
9

10 **Section 16. Damage to Car**
11

12 When an employee's vehicle is damaged in a school setting or in the course of employment, the District
13 will reimburse the employee. up to a maximum of \$1,000 per incident, for damage caused to their
14 personal vehicle. Damage caused by the employee's negligence will not be covered. Damage to an
15 employee's vehicle by the District, or as the result of a District action, will be fully covered.
16

17 Procedures for submitting a claim:
18

- 19 1. Notify your supervisor and site security immediately.
20
- 21 2. Notify police, and get a report or an incident/case number within forty-
22 eight (48) hours of the event.
23
- 24 3. Complete an Employee Personal Property Loss/Damage claim form.
25
- 26 4. Attach the police report or provide the incident/case number, along with a description
27 of the damage, and a repair cost estimate of the damage.
28
- 29 5. Employees must submit the confirmation email from the respective law enforcement
30 agency or provide the police report number on the claim form within sixty (60) days
31 of the date of the incident.
32

33 Damage in excess of \$1,000 may be submitted to the employee's insurance for reimbursement.
34

35 **Section 17. Payroll and Payroll Deductions**
36

- 37 1. Upon employee's authorization, the district will deduct all monthly Union dues, and
38 other legal deductions from the employee's paycheck.
- 39 2. Regular or other earnings (overtime and vacation) and total earnings are to be listed on
40 all payroll stubs. The District will annualize an employee's regular wages. Said wages
41 will be paid in twenty-four (24) equal installments (rounded off to the higher penny) on
42 or before the fifth (5th) and twentieth (20th) of each month.
- 43 3. The employee contribution amount that is paid into the Central Pension Fund
44 will be shown on payroll statements.
- 45 4. Employees shall be required to utilize direct payroll deposit.
- 46 5. Should there be any changes to the payroll cycle, the District will provide employees
47 and the Union sixty (60) calendar days' notice of such changes to give the Union the
48 opportunity to bargain the decision and effects.
49

1 **Working during a State of Emergency:**
2

3 Employees working during a state of emergency, as declared by the governor that
4 results in a district closure, shall be paid double time. Days missed during a state of
5 emergency will not disqualify an employee from receiving any stipends.
6

7 **Inclement Weather:**
8

9 Any day school is closed due to inclement weather, employees may use
10 appropriate leave without prior approval (vacation or extraordinary) to cover the
11 absence.
12

13 **ARTICLE V. GENERAL CONDITIONS**
14

15 **Section 18. Program Procedures**
16

- 17 1. Chief Custodians shall be responsible for the proper operations of their building and the
18 custodial staff assigned therein as authorized by the Operations Manager. They shall be
19 knowledgeable about the operation of the heating system and related equipment in their
20 assigned building and stay current with any new equipment and trends in the field. They are
21 responsible to see that personnel under their direction perform custodial assigned duties in a
22 proper, efficient manner using procedures and methods taught in the in-service classes. The
23 Chief will report failure to perform to the Facilities Operations Manager. They shall maintain
24 a courteous, professional relationship with pupils, staff members, parents and others. The Chief
25 shall maintain open communications with building administration and shall keep them
26 informed of any operational issues, including when stations are not meeting District cleaning
27 standards. Chief Custodians will participate in the evaluation of the staff under their direction
28 as provided in Section 20.
29

30 A Chief Custodian will be assigned to each building(s) as identified on the salary schedule
31 for a certificated/licensed position. One of the qualifications of the Chief Custodian is to have
32 at least a valid City of Tacoma Boiler Operator's Certificate/License.
33

34 Buildings added during the term of this contract will be assigned to the salary schedule through
35 the labor-management meeting process between the District and the Union.
36

- 37 2. Custodians, day persons, firemen, and engineers shall be responsible to the Chief Custodians.
38 They shall perform their duties in a satisfactory, efficient manner using the procedures and
39 methods taught in in-service classes. They shall maintain a courteous, professional relationship
40 with pupils, staff members, parents and others.
41
- 42 3. All positions shall be posted for bid on the first available bid sheet after becoming vacant unless
43 other arrangements have been made in advance with the Union. Bid sheets will be posted the
44 first work week of each month with the exception of July when no bidding takes place.
45
- 46 4. When a custodial employee becomes ill or disabled such that the employee cannot perform the
47 assigned duties, the employee's position shall be held open for the return to good health of the
48 employee only for a period of twelve (12) months, subject to a health examination clearing the

1 employee to return to work by the District's consulting physician. This provision cannot be
2 used consecutively without an intervening month of regular attendance.

- 3
4 5. No custodial work shall be performed by anyone other than the custodians.
5
6 6. Any time a building is open to the public, the Principal and Chief will both sign the
7 authorization form and forward it to the business office, pursuant to Section 12.
8
9 7. No one but an authorized certificated/licensed custodial employee shall operate or adjust time
10 sequencing or primary heating controls, except in cases of emergency; in which case only,
11 persons with a valid City of Tacoma Boilers Operators' License may make adjustments. The
12 Tacoma School District will operate all Boilers according to the legal requirements of the City
13 of Tacoma.

14
15 All district complexes with the capacity may be operated in "setback" mode outside of normal
16 operating hours, and a certificated/licensed operator is not required to be present when the
17 system is operated on "setback," except as required by the boiler license law. Checks required
18 by the boiler license law shall be performed by appropriately certificated/licensed employees
19 in the boiler check pool and covered by this agreement. Maintenance personnel may
20 occasionally operate boilers and other HVAC equipment for the purpose of diagnosis or repair
21 only with specific written notice to the chief custodian of any diagnosis or repair to a boiler.
22 The District shall maintain a certificated/licensed Chief Custodian in each school facility in the
23 District per Section 19 (1).

24
25 The District will establish a boiler check pool of licensed custodians to perform boiler checks
26 when operating the boilers in automatic and in the "setback" mode as follows:

- 27
28 a. The pool will be made up of twenty (20) certificated/licensed boiler operators
29 with a third-grade boiler license or better.
30
31 b. The certificated/licensed boiler operators shall only operate the number of
32 boilers up to the aggregate of British Thermal Units of all boilers under the
33 care of the boiler operator.
34
35 c. Certificated/Licensed employees shall apply to serve in the pool each
36 September and will be assigned to the pool by license seniority.
37
38 d. The certificated/licensed employees will be assigned work by license
39 seniority.
40
41 e. The Operations Manager shall notify the members of the pool at least ten (10)
42 workdays prior to the non-school day that EMS set back boiler checks are to
43 be performed and the days that the boiler checks need to be performed. The
44 certificated/licensed employees in the pool who want to work will be assigned
45 at least five (5) workdays in advance of the non-school day EMS set back
46 boiler checks.
47
48 f. If a member of the pool is off on sick leave or leave without pay the day
49 prior to the weekend, said certificated/licensed employee will not be able to

1 work and the Operations Manager will assign the next certificated/licensed
2 employee who is willing to work that non-school day.

3
4 g. If there are insufficient members of the pool to work or the pool has been
5 exhausted, the District will use the employee required to return to duty
6 language under Section 11 of the agreement.

7
8 h. Members of the pool may decline working on certain weekends or if they
9 are going to be working in their assigned building by building use permit.
10 At any time, a member of the pool may resign from the pool. If there is a
11 vacancy in the pool, the vacant position will be placed on the very next bid
12 sheet for qualified license employee with the most senior employee being
13 assigned.

14
15 i. As an incentive for employees to get a third-grade boiler certificate/license,
16 each employee in a certificated/licensed position who possesses their third
17 grade boiler certificate/license or greater will receive an annual bonus of
18 \$700.00 payable on the last payroll in March. A class 4 Boiler license will
19 award an employee a \$350 dollar stipend upon completing certification.

20
21 j. Those certificated/licensed employees in the pool will be paid at the
22 appropriate rate of pay.

23
24 k. Only a member of this bargaining unit shall operate the Energy Management
25 System (EMS) where the EMS system can turn on and off the boilers and
26 monitor the building controls.

27
28 l. If a certificated/licensed custodian is working in a school on a non-school
29 day that certificated/licensed custodian will perform all boiler checks for
30 that day in accordance with the ordinance on that day.

31
32 8. Custodians are not required to handle foods prepared for consumption.

33 9. When a building is resurveyed, the Union Policy Committee may review the findings.

34
35 10. An employee's work assignment will not be permanently changed by anyone other than the
36 Operations Manager. The Chief Custodian is responsible for having the assignments available
37 for review at all times. The building work schedules will be initialed by the Operations
38 Manager at the time of revision. Chief Custodians are responsible for communicating changes
39 in permanent work assignments to the staff under their supervision.

40
41 11. The Operations Office will not use supervisors to fill vacant custodial positions, except for
42 emergencies and until a replacement can be found.

43
44 12. When any custodial work assignment and/or station assignment are changed materially or a
45 new one created, the District will notify the affected employee(s) and Union, a minimum of
46 thirty (30) calendar days prior to implementation of changes. If the Union believes wages and
47 classification may be negatively impacted, wages and classification will be negotiated. Changes
48 will not be made arbitrarily.

- 1 13. The District will endeavor to maintain sufficient personnel on the staff to properly maintain
2 assigned areas. Each employee's assignment will have areas of responsibility defined, with
3 times as appropriate. A continuing effort to update assignments, techniques and equipment is
4 an ongoing function of the custodial operations department and such information will be shared
5 with IUOE, Local 302.
6
- 7 14. The District will maintain a certificated/licensed relief list of employees to provide coverage
8 in the event that vacancies needing coverage expand beyond the bid positions in the
9 certificated/licensed relief pool. Employees on the list must be certificated/licensed with the
10 most recent evaluation reflecting a score of seventy (70) or above. When calling employees to
11 work from the list, employees must meet the licensing requirements of the job. The District
12 will select employees based on certificated/licensed seniority.
13
- 14 15. The District agrees to pay the appropriate rate of pay in the appropriate classification to a relief
15 employee who is filling in for a certificated/licensed employee who is on leave with pay or
16 without pay for a period in excess of thirty (30) calendar days. Said rate of pay for the relief
17 employee shall apply for holidays, vacations, and extra work on non-workdays; provided,
18 however, the relief employee works the day before and the day after the holiday, vacation or
19 non-workday. The District will not arbitrarily remove an employee from a long- term relief
20 assignment.
21
- 22 16. Custodians will not be asked to supervise student activities except in cases of an emergency.
23
- 24 17. The District retains the right to review and implement standards, procedures and time
25 allowances for custodial and housekeeping functions. Before changes to established standards,
26 procedures, and time allowances are implemented, the Union can request that a time-on-task
27 study be undertaken to verify that such changes can be reasonably accomplished within the
28 allocated time. Any such time-on-task studies shall be reviewed jointly by a committee
29 comprised of an equal number of District and Union representatives.
30
- 31 18. Certificated/Licensed Relief employees shall not be removed from an assignment for arbitrary
32 or capricious reason. When the Certificated/Licensed Relief employee is needed to fill a high
33 certificated/licensed or classification position, the employee may be moved to such a position.
34
- 35 19. The District and the Union agree that custodians will dress in a professional, appropriate
36 manner. Clothing shall be clean, well kept, and free of symbols or messages inappropriate for
37 a school setting regardless of shift. Employees will dress for safety consistent with their work
38 task and/or assignment. If an Operations Manager/Supervisor becomes concerned about the
39 appropriate dress of a custodial employee, they may request that the employee dress
40 appropriately. If the employee disagrees with the supervisor's directive, they may ask for
41 resolution through labor-management. The District encourages the wearing of long pants on
42 days when students are present. However, custodians may wear shorts for personal comfort
43 when necessary.
44
- 45 20. Effective September 1, 2016, when a high school day person position becomes vacant, each of
46 the five positions may be filled without any certificate/license requirements. The employee
47 filling the position will be placed on level F on the salary schedule. Appendix C - Custodial
48 Pay Classification will reflect all day custodians at Level F on the salary schedule.
49

1 21. Shoe Allowance:
2

3 Once a year in September, employees will be allotted \$200 allocation for purchasing
4 work shoes. New employees will receive the annual allocation after successful
5 completion of ninety (90) days employment. Allocations will not be carried over from
6 year to year and any monies not spent will be forfeited.
7

8 Allocations may only be used to purchase shoes. Employees will be responsible for any
9 cost over \$200.
10

11 **Section 19. Seniority, Bidding, and Evaluation**
12

- 13 1. The custodial seniority of an employee shall be established upon their date of
14 hire. The custodial seniority of an employee shall not be lost due to illness, authorized
15 leave of absence or a temporary layoff. Custodial seniority shall be the basis of
16 custodial staff reduction.
17
- 18 2. The promotional seniority lists shall be brought up to date each year on January
19 1 based on January 1 and posted in each school in the Chief Custodian's office.
20 There shall be two promotional seniority lists as follows:
21

22 Classification Hierarchy (See Appendix) shall award all employees first priority for all bids.
23 Certificated/licensed seniority shall trump Date of Hire seniority regarding bidding on all
24 licensed positions. Certificated/licensed seniority shall begin the date the employee first gets
25 their boilers' license.
26

27 This section shall go into effect with the January 2020 seniority list. The
28 certified/licensed date for employees hired before that date will be the seniority date
29 they hold at the time of the ratification of this agreement.
30

31 **List A:** Certificated/Licensed Employees' Promotional Seniority List: Placement
32 on this list will be governed by the calendar year of license, the year, day, and
33 month of last hire as a full-time employee except as provided in item (4) of this
34 section. Only eight (8) hour employees with a license shall be placed on this list.
35 If an employee requests and receives a part-time assignment, the employee's
36 certificated/licensed seniority will be based upon reassignment to an eight (8)
37 hour assignment.
38

39 Any employee whose license is allowed to lapse or is revoked loses
40 certificated/licensed seniority. Certificated/Licensed seniority will be
41 reestablished based upon the reissued license.
42

43 An employee who has a boiler license at the time of hire by the District is eligible
44 for the certificated/licensed seniority list after completing one (1) calendar year
45 of work as a custodian with the District.
46

47 **List B:** Custodian Promotional Seniority List: Seniority on this list shall be
48 established at the time the employee is hired.
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- 3. An employee shall establish seniority for bidding.
- 4. An employee must complete the courses/training designated for each Level and Step as a requirement for advancement to the position and/or wage rate designated for that Level and Step as described in Appendix B.

A former custodial employee who does not have layoff rights and who is rehired by the District will be considered a new employee. An employee who has successfully completed a training class may bypass such a class and be credited for the class, effective the same time that a new employee could qualify for the training class increment, if the District and the Union mutually agree. If said employee has a license, they does not qualify for the certificated/licensed seniority list until one year from the date of rehire. The effective date of the license will be the year the employee qualifies.

- 5. An employee's seniority shall be based upon the mutually agreed upon seniority list. Any ties after the effective date of said list will be resolved by the highest number comprised of the last four digits of the applicants' social security numbers.
- 6. An employee with an average score of less than seven (7) in any category on their evaluation will receive a written notice including the areas of unsatisfactory performance with recommendations for improvement in identified areas. The Union shall receive a copy of the written notice.
- 7. All non-certificated/non-licensed bid positions will be awarded to the qualified employee from the seniority lists based on a passing evaluation of seventy (70) or above with no more than one single category scoring less than seven (7). Assignments within a building will be assigned in accordance to building seniority. A school shall be construed to mean a total of a complex of all buildings.
- 8. To be eligible for certificated/licensed positions, employees must have at least a passing evaluation of seventy (70) with no more than one single category scoring less than seven (7), and Classification D through A. Further selection criteria shall be as follows:
 - a. The District reserves the right to interview for only Chief Positions using the following criteria:
 - b. The three (3) most senior qualified candidates, by license seniority, classification and required licensing in the District will be interviewed. The interview panel will consist of:
 - i. A building administrator; and
 - ii. An Operations Office representative.

A representative from the Union will be present as an observer, but will not participate in the selection. The representative will be paid at their normal rate of pay for the time worked observing, not discounting

1 overtime, if applicable. Every effort will be made to assign a union
2 designated observer from the same shift when the interview is conducted.

- 3
4 c. The building administrator may choose to forego the interview process in
5 which case the senior employee of the qualified candidates will be assigned.
6

7 If the building administrator does not choose the most senior employee,
8 the selection will be determined by the employee with the highest
9 composite score on the following criteria:

- 10
11 i. The employee's most recent evaluation score (the average of the
12 scores given by the building administrator and the Operations
13 Office).
14
15 ii. The average score on the interview between the building
16 administrator and the Operations Office representative.
17
18 iii. The employee's licensed seniority in the District multiplied by two (2).
19
20 iv. The employee's classification in the District with "A" equal to
21 fifty (50), "B" equal to forty-five (45), "C" equal to forty (40),
22 "D" equal to thirty-five (35), and an employee not currently
23 holding a certificated/licensed position, but qualified for the
24 position, equal to thirty (30).
25

26 d. **SELECTION GUIDELINES**

- 27
28 i. The Operations Office shall assume overall responsibility for
29 managing the selection process.
30
31 ii. Each candidate interviewed shall respond to the same questions.
32 The scoring of each interview will occur immediately after the
33 employee's interview.
34 iii. The Building Administrator and the Operations representative
35 will jointly develop questions for the interview. The manager of
36 classified personnel will review the questions with the
37 Operations Office to assure legal compliance and
38 appropriateness. Questions must focus upon the knowledge;
39 skills, experience, and attitudes that contribute to success on the
40 job and responses will be evaluated using a maximum ten (10)
41 point scale established to base the interview on a maximum one
42 hundred (100) points. Principals should avoid making judgments
43 on the candidates until the interviews have been completed.
44
45 iv. If, after the interviews, the top-ranking candidate declines the
46 position, the building administrator can opt to select the second
47 ranking candidate or interview the next senior candidates to
48 assure a pool of three (3) candidates.

- v. No interview shall be conducted unless all three (3) candidates can be interviewed the same day by the same interviewers.
- vi. Selection shall be announced within five (5) days of the interview.
- vii. All interviewed candidates shall be notified in writing of the results of the interview.
- viii. Unsuccessful candidates will have the opportunity to meet with the Operations Office regarding the selection at the request of the employee(s).

Licensing for Stadium and Wilson High School:

The night engineer position at Stadium and Wilson high school does require a class 3 boilers certificate; however, the position will allow an employee, upon obtaining the station, to hold a class 4 boilers certificate for up to one year without a class 3 boilers certificate. A class 4 certificate cannot bid on this position until it is opened for rebid. If, after one year, the employee has failed to obtain their class 3 boiler certificate they will lose their classification and position. They will also be ineligible to bid on any class 3 position with a class 4 boiler certification until they have obtained their class 3 boiler certificate. The pay for the position shall not go into effect for the employee until the employee has received the class 3 boiler certificate.

9. Evaluation

The District will evaluate custodial employees at least once annually by August 31 or as indicated in this section. Employees will be given a copy of their evaluations at the time of the evaluation.

The purpose of the evaluation process is to provide an open dialogue and communication between the custodians, building administrators and supervisor that fosters both improvement and correction of an employee's performance. Employees who are performing in such a manner that their evaluation rating may fall ten percent (10%) lower (combined score with principal and supervisor) than their immediately preceding evaluation in job title, except in the case of a serious violation of departmental direction or when events occur that require significant disciplinary action shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating.

The chief custodian, custodial supervisor and building administrator will evaluate the custodial staff in the building. The chief custodian, custodial supervisor and building administrator will make every effort to meet as a team to discuss the employee's evaluation in person. The evaluation form shall contain the ratings of the chief custodian, custodial supervisor and building administrator. The form will have a section for each participant to sign, date and

1 add comments as needed. All three evaluation numerical ratings will be
2 averaged to produce a final evaluation score. All evaluations shall be completed
3 no later than August 31 each year.
4

5 In the event of the absence of one or more of the evaluation scores, the Union and
6 District will mutually agree on the process to complete the employee's evaluation.
7 Such agreement will precede any interviews and/or completion of the bidding
8 process when the affected employee has an uncompleted evaluation.
9 An existing employee must receive a grade of seventy (70) or higher with no
10 more than one single category scoring less than seven (7) on the last evaluation to
11 be eligible to bid.
12

13 An employee with a score of less than seven (7) in any category on their
14 evaluation will receive a written notice including the areas of unsatisfactory
15 performance and recommendations for improvement. The Union shall receive a
16 copy of the written notice.
17

18 Any employee may request an evaluation after sixty (60) working days from the
19 last evaluation.
20

21 **Performance Correction Process**
22

- 23 a. An evaluation below seventy percent (70%) is unsatisfactory. Any employee with an
24 evaluation below seventy (70%) will be provided with written notice of the areas of
25 performance that were unsatisfactory and the areas in which the employee must improve,
26 and will be reevaluated within sixty (60) working days.
27
- 28 b. If the employee's evaluation after sixty (60) working days is still below seventy percent
29 (70%), or if the District determines that a negative change in an employee's performance
30 merits action, the employee will be placed on a ninety (90) working day probation
31 period. The employee will receive a probation notice letter, including the areas of
32 unsatisfactory performance and the areas in which the employee must improve. The
33 Union shall receive a copy of probationary letters.
34
- 35 c. The employee will be evaluated every thirty (30) working days during the probationary
36 period. The District may end a probationary period if an employee makes necessary
37 improvements, or extend the probationary period for an additional sixty (60) working
38 days if there has not been sufficient improvement in work performance.
39
- 40 d. Failure to satisfactorily complete a probationary period is grounds for termination.
41
- 42 e. With prior approval of the District, a Union representative may attend meetings
43 scheduled with employees related to the probation process.
44

45 Newly hired or rehired employees will be evaluated at the end of 1040 hours,
46 which will constitute a probationary period. Upon receiving an evaluation score
47 above seventy percent (70%), with no single category scoring less than seven
48 (7), the employee will have successfully fulfilled the probationary period.
49 During the probation of a new hire the District retains the right to dismiss the

1 employee without recourse to the other provisions of this agreement.
2

3 **10. Vacant Positions**
4

5 All vacant positions will be posted for bid on the next bid sheet on the Monday of the
6 first full calendar week of each month (Vacant positions for September will be posted on
7 the Tuesday after Labor Day); provided, however, all custodial positions will not be
8 posted during July; said positions will be posted for bid on the Monday of the first full
9 calendar week in August until the Monday of the last full week in August and assigned
10 effective September 1.
11

12 When the staff and students are temporarily relocated from one building to another, the
13 positions at the temporary site are not "vacant positions" subject to bid. If there are
14 additional positions at the temporary site, those positions are subject to bid. If there are
15 fewer positions at the temporary site, the employees with the least building seniority in
16 the impacted classifications will be placed on relief until they bid for other positions,
17 or their positions are restored at the original site.
18

19 The Operations Office will send each employee a copy of the bid sheet. Bids will be
20 open for at least five (5) working days for consideration by qualified, eligible
21 employees. After a bid closes the District will notify the principal of the school(s) within
22 three (3) working days. The District shall require that the principal of the school(s) will
23 respond within two (2) working days if an interview is requested for licensed positions.
24 The Operations Office will endeavor to schedule interviews within ten (10) working days
25 following the close of bids. If the selection is not made by the last working day of the
26 month, the most senior candidate will fill the position, provided that in extenuating
27 circumstances the District will notify the union of such circumstances and request a
28 mutually agreed-upon date to conduct the interview. The District may utilize an
29 extension at the last day of the month one time per school year (September 1, through
30 August 31). The extension shall not exceed three (3) workdays.
31

32 An employee may bid on any posted position; provided, however, said employee is
33 not eligible to bid on the previously held assignment or on a position of the same
34 classification for the next two (2) bidding periods. The employee who is the successful
35 bidder will be assigned to the position effective the first (P¹) working day of the next
36 month.
37

38 Employees on vacation may make arrangements with the Operations Office to Bid by
39 mail.
40

41 All unbid positions, except non-certificated/unlicensed swing shift custodian positions
42 shall be posted a second (2nd) time. If there are no bids for the position, the Operations
43 Manager may offer an employee, including apprentices in qualified positions, the
44 unfilled position by seniority. If the position is not accepted; the Operations Manager
45 may assign the least senior employee including qualified apprentices.
46

- 47 11. An employee who is not working in the custodial bargaining unit and is not in
48 leave status pursuant to this agreement will not appear on the promotional
49 seniority lists.

1
2
3 An employee who leaves the custodial bargaining unit, but continues as an
4 employee of the District shall have all seniority earned within this bargaining
5 unit credited to him or her upon return to this bargaining unit.
6

7 No employee will earn bargaining unit seniority while working outside the
8 bargaining unit, unless the District and Union agree to an exception in writing.
9

- 10 12. An employee who requests a transfer to a posted position must fill out the
11 "Application for Change of Position" form. The employee may identify the need
12 for a break-in period and request one (1) or more days. If any break-in days are
13 authorized by the manager of custodial services, they will be completed prior to
14 the beginning of the month at the employee's current rate of pay. Any request by an
15 employee to return to the former position must be during the break- in period
16 However, if the employee chooses to return to their former position the second (2nd)
17 employee on the bid list will be assigned the new position without any break-in
18 period.
19
- 20 13. When there is a vacancy in the building for a custodial position, the custodian with the
21 most building seniority will have first (Pⁱ) choice, but will have to notify the Operations
22 Office and Chief Custodian prior to the posting. When such a vacancy occurs,
23 custodians within the building shall receive five (5) working days' notice prior to the
24 posting.
25
- 26 14. When a vacancy is created for a split station the most senior custodian in the two
27 schools impacted will have right of first refusal to assume the split station.
28
- 29 15. Successful bidders for certificated/licensed positions shall be evaluated within the first
30 sixty (60) working days of their new assignment. In the event the employee receives a
31 score of below seventy percent (70%) on the sixty (60) working day evaluation, the
32 employee shall be removed from the position. The employee will revert back to their
33 previous license classification and wages. Employees with previous license classification
34 will be placed upon the Certificated/Licensed Relief List. All employees will be eligible
35 to bid for open positions. Successful bidders may return to their previous position within
36 three working days on the job in the assignment but shall maintain classification and will
37 be placed upon the Certificated/Licensed Relief List and will be eligible to bid for open
38 positions.
39

40 **16. Pulling and Pick-ups:**
41

42 Pulling of Employee is when the district must pull an employee out of their building to
43 do an absent employees' station in another building.
44

45 An out-of-building pull shall be paid to the pulled employee an additional five (\$5.00)
46 dollars per hour for the whole day. Employees will be pulled for an entire shift and will
47 work at only the one station. Some examples of when an employee may be pulled are
48 when all stations within a shift period (see Article IV, sec, 12#10 for shifts) are empty or
49 when three employees are absent from the same building, or a safety emergency that

1 could cause harm to children or staff. Employees not on the volunteer list will not be
2 pulled more than four (4) days per month for reasons other than attendance.
3

4 **Pull Volunteer List:** If the District needs to pull an employee from one
5 building to perform custodial work in another building, the district will utilize
6 personnel on the pull volunteer list. Employees will be selected on a rotational
7 basis from the pull list. If no employees are available from the pull list,
8 employees shall be pulled by seniority order lowest to highest unless it causes a
9 similar staffing deficiency in which case the next lowest senior employee will
10 be pulled.
11

12 **Pickup:** A pickup is when an employee is absent and another employee from same
13 building partially cleans two stations. On the third (3d) day of pickups, effected
14 employees will be given a minimum of one (1) hour of overtime, per person, per
15 pickup, to help recover lost time on that employee's station from the other employees'
16 absence. Pickups on multiple days shall be assigned on a rotational basis by the chief
17 if there are multiple employees within the building. The chief will be given first
18 preference to do any pickup work within their own building including overtime on the
19 third day. If a chief selects to work the overtime, the hour of overtime can be before
20 the chief's normal start of the day.
21

22 **Section 20. Personnel Procedures**

- 23 1. The District shall retain the sole right to the selection of new employees.
- 24 2. The District reserves the right to select custodial supervisors. However, the
25 general practice will be to promote from within the ranks of the employees.
- 26 3. All custodians are subject to transfer on a temporary basis during the summer
27 months or in cases of emergency.
- 28 4. When an employee holding a certificated/licensed position is disqualified the
29 employee may return to custodian on relief status. The employee is eligible to
30 bid on any sweeping assignment. An employee who is demoted will be
31 assigned by the Operations Manager.
- 32 5. Temporary employees may be laid off in the summer at the discretion of the
33 Operations Manager without forfeiture of any prorated vacation pay due them.
34 They will, however, be placed when needed in any additional extra summer
35 work.
36

37 **6. Layoff and Recall Procedure**

38 If the District eliminates a certificated/licensed position, the employee assigned to that position will
39 bump the least senior employee in the same classification of the same title, if any. The least senior
40 employee will then bump the least senior employee of the same title in the next lower classification,
41 provided that this employee's seniority is less and provided further that an E classification chief or
42 an engineer may bump a fireman. This process will continue until the least senior employee in the
43 District has been laid off or reassigned. Seniority will be in accordance with the negotiated seniority
44

1 list. Said employee will retain their classification until they successfully bids on another position of
2 the same or higher classification.

3
4 Said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds
5 the grandfathered rate of pay.

6
7 If the District eliminates a day person position, the employee assigned to that position will bump the
8 least senior employee assigned to a day person position. The employee bumped will be transferred
9 to relief status; said employee's salary will be frozen until the salary of the lower classification is equal
10 to or exceeds the grandfathered rate of pay.

11
12 If the District reduces a non-certificated/unlicensed custodian position from school building complex,
13 the non-certificated/unlicensed custodian with the least District seniority from the appropriate list
14 will be transferred to non-certificated/unlicensed custodian relief; said employee may bid on future
15 posted vacancies.

16
17 The District will lay off part-time non-certificated/unlicensed custodians prior to laying off any eight
18 (8) hour employees. Part-time non-certificated/unlicensed custodians who are laid off will be placed
19 on a part-time seniority lay off list for fifteen (15) months from the date of layoff. The District will
20 give preference, by seniority, for rehire to persons on this part-time list before hiring a new employee
21 to a custodial position; if rehired to a part-time non-certificated/unlicensed custodian position within
22 fifteen (15) months, said employee's previous hire-in date will establish the employee's seniority.

23
24 The bumping procedure for a reduction or elimination of position will be done not only by
25 classification but will be done by job title in classification.

26
27 A person on the layoff list must notify the Human Resources Office of any
28 change in address or telephone number. A person who fails to notify the Human
29 Resources Office will lose all recall rights.

30
31 A person who rejects an offer of eight (8) hour employment will be dropped
32 from the layoff list and thereby lose all recall rights.

33
34 There shall be no individual layoffs in the bargaining unit during the duration of
35 the agreement. An employee who is laid off by the District and is eligible to be
36 on the layoff list will be given preference to work by seniority highest to lowest.

37
38 The Union shall be informed as early as possible of the final decision to reduce
39 staff Affected employees will receive notification of terminations, which shall
40 not become effective for thirty (30) days.

41
42 When the District reduces the custodial staff, it shall adhere to custodial
43 seniority as nearly as possible. Layoffs will be in the following order: part-
44 time, then full- time custodial department seniority. Each employee involved
45 shall be given two (2) weeks' notice prior to layoff.

46
47 A person on the layoff list will be offered temporary summer work before the
48 District offers it to a person not on the layoff list.

1
2
3
4 **7. Personnel Files**
5

6 The District personnel file on any employee shall be subject to review at reasonable
7 times by the employee.
8

9 Any critical written matter or any commendatory items shall be shared with the
10 employee prior to its inclusion in the employment file and shall be signed or initialed
11 by the employee as proof of knowledge of its entry. Materials reviewed by an employee
12 and judged by the employee to be derogatory to their service, character, or personality
13 may be answered and/or refuted by the employee in writing. Such written response
14 shall be permanently attached to said materials and shall become a part of their
15 personnel file.
16

17 Copies or records of grievances filed by an employee shall not be entered into the
18 personnel file. An employee may make a request to the Assistant Superintendent,
19 Human Resources to have material removed from the file. In the case of disciplinary
20 materials the request may be granted if no other disciplinary actions have occurred for
21 two years since the date of the material being requested for removal.
22

23 **Section 21. Professional Development**
24

25 The District will offer Professional Development training for custodians. The majority
26 of the training will be Computer Based Training (CBT) and will be conducted during
27 work hours, for pay, it will consist of thirteen (13) classes (see Appendix B, Training
28 Chart).
29

30 For an employee to qualify for training pay incentive increases the employee must:
31

- 32 1. Sign up for the training classes.
33 2. Meet the time requirement listed on the Training Chart on Appendix B, and
34 3. Work in a position commensurate with the training (e.g. Chief Custodian or
35 4. Fireman) to receive the increase in pay.
36

37 Classes taken before the timeframe requirements shall be banked and counted toward
38 the pay advancement once the employee qualifies for the increase, (See Chart on
39 Appendix B). An employee who meets the timeframe requirement and requests
40 training will be immediately afforded the step increase no matter if the class is offered
41 or not.
42

43 Boiler license training will be provided by an approved training program acknowledged
44 by the Tacoma Boiler Board, namely a trade school, however additional boiler training
45 can be provided by a vendor or in-house. Boiler training will be optional for all
46 employees, but no employee will be denied boiler training. Initial Boiler classes will be
47 paid for by the District, as well as future required Refresher classes. Boiler training
48 outside normal work hours will be paid by the employer at 1.5 times the employees'
49 normal rate of pay. If an employee does not pass an initial Boiler Class, any boiler

1 training outside normal work hours and any additional boiler classes for the same boiler
2 class certificate/license will not be paid by the District.
3

4 **Section 22. Discipline**
5

- 6 1. Employees are responsible for recognizing changes to the District policy and
7 related policies as they may change.
8
- 9 2. The District will notify an employee prior to a meeting set up for possible
10 disciplinary action so that the employee has an opportunity to obtain Union
11 representation. If representation is not available, the meeting will be
12 rescheduled to a mutually agreed upon time.
13
- 14 3. When an employee is dismissed or suspended for disciplinary action, a written
15 notice will be given to the employee with a copy sent to the Union.
16
- 17 4. The District will act in good faith in the dismissal or demotion of any employee.
18
19
- 20 5. Discipline will be for just cause. As such, an employee will not be disciplined
21 for an arbitrary or capricious reason. The extent of any disciplinary action will
22 be in keeping with the seriousness of the infraction. A process of progressive
23 discipline will be used. Progressive discipline includes oral warning, written
24 reprimand, suspension or termination. The employee will receive a copy of any
25 written reprimand.
26

27 **Section 23. Drug and Alcohol Testing**

28 If the District determines that it has reasonable suspicion that an Employee may be under the influence
29 of drugs or alcohol in violation of District Policy 5201, Drug-Free Schools, Community, and
30 Workplace, the District may direct that employee to immediately accompany a District administrator
31 and a District School Patrol Officer to an appropriate facility for testing.

32 Reasonable suspicion includes, but is not limited to, (1) objective evidence that the Employee's actions,
33 conduct, or appearance is indicative of being under the influence of drugs and/or alcohol or (2) the
34 Employee is in possession of drugs and/or alcohol or drug paraphernalia while on duty or on school
35 grounds. If the basis of reasonable suspicion is that the Employee's actions, conduct, or appearance is
36 indicative of the Employee being under the influence of drugs and/or alcohol, the employee's actions,
37 conduct or appearance must be observed by two (2) District personnel before any testing action is
38 taken.
39

40 The Business Representative of the Union will be given a courtesy telephone call that the District will
41 be requiring a drug or alcohol test of an employee. If an employee wishes to have a Union
42 representative present at the testing facility or during transport to the testing facility, it is incumbent on
43 the Employee to secure the presence of the Union representative present. However, seeking the
44 presence of the Union representative shall in no way delay the testing process once the directive to be
45 tested has been given.
46

1 All testing will be performed by Substance Abuse and Mental Health Services Administration
2 (SAMHSA) certified laboratories. Testing will be performed by trained technicians. The Employee
3 may request, within fifteen (15) days of being notified of a positive test that the medical review officer
4 (MRO) arrange to have the original sample retested, at the employee's expense, at a different SAMHSA
5 certified drug testing laboratory. If the retest is negative, the MRO shall revise the test results to
6 negative and the employee will be reimbursed for the cost of the retest.

7
8 The Employee will be compensated at her/his appropriate hourly rate for the time devoted to travel to
9 and from the testing facility and the test procedure. Following the test and prior to any disciplinary or
10 other administrative action being taken, the Employee will be advised in writing of the nature of the
11 allegations. If there has been no other related misconduct, employees who test positive for drugs or
12 alcohol will be offered one opportunity to have a drug or alcohol assessment and successfully complete
13 any treatment or counseling prescribed in the assessment before being considered for disciplinary
14 action. The school district will incur no financial obligation for treatment or rehabilitation ordered as
15 a condition of eligibility for reinstatement. Employees may utilize accrued leave while participating in
16 substance abuse treatment, or may be placed on unpaid leave if they do not have sufficient leave to
17 cover their absence during treatment.

18 The results of drug and/or alcohol testing will be weighed by the District in determining if any
19 employee misconduct has occurred and if so, the appropriate discipline. An Employee who refuses to
20 consent immediately upon request to a test for the presence of drug and/or alcohol or to otherwise fully
21 cooperate in the test or an investigation for such will be considered insubordinate and subject to such
22 discipline as may be appropriate under the circumstances, which may include suspension without pay
23 with the intent to discharge following the investigation. All due process required by the collective
24 bargaining agreement and general legal principles will also be applied.

25
26 An Employee shall notify the Assistant Superintendent of Human Resources within five days of:

- 27
28 (1) any conviction of any criminal drug related conviction; and/or (2) if that employee operates
29 any vehicles or motorized equipment in the performance of their duties, any drug or alcohol
30 related criminal conviction or any suspension or revocation of the employee's driver's license for
31 a drug or alcohol related offense.

32 33 **Section 24. Leaves**

34
35 The District shall comply with all Federal, State and Local laws governing the use of Leaves. Should there
36 be any changes or additions to the existing laws governing this section (e.g. FMLS, WLAD, WFCR, Paid
37 Sick Leave and PFML) the parties shall meet to bargain implementation of those alterations to the
38 Agreement.

39
40 Premiums for the PFML shall be paid by the employer and employees pursuant to the portion formula in
41 RCW 50A.10.030. Employee share shall be paid through payroll deduction. PFML may be used
42 consecutively with the employee's other leave entitlements if allowed under that program.

43 44 1. Notification Procedure

45
46 An employee must notify the Operations Office immediately whenever said
47 employee will not report to work for any reason.
48

- 1 a. Day shift employees, engineers, fireman and early shift custodians, must
- 2 call the prior day no later than 8:00 p.m.
- 3 b. Swing shift employees must call prior to 10:00 a.m.
- 4 c. Graveyard shift employees must call prior to 10:00 a.m.

5
6 For an unanticipated/emergency absence occurring after the designated reporting
7 time, an employee must notify the Operations Manager as soon as possible.
8

9 The Operations Manager may discipline an employee who fails to report his or
10 her absence in accordance with this procedure; the discipline may include the
11 loss of work and pay for the day.
12

13 An employee on sick leave who can return to work after the time specified
14 above may call the Operations Office. The Operations Office, at its discretion,
15 may assign said employee to an available assignment or continue the employee
16 on sick leave for the day.
17

18 An employee must notify the Operations Office prior to returning to work in
19 accordance with the times mentioned above.
20

21 If reason(s) for absences are found to be inaccurate, the employee will be subject
22 to appropriate consequences; willful falsification of payroll records will result in
23 discipline.
24

25 In general, medical certification is not required to support an application for sick
26 leave benefits for short-term absences. However, such certification may be
27 required by the District in individual cases where an employee demonstrates a
28 sudden change in attendance or a suspect pattern of attendance.
29

30 **2. Leaves with Pay**

31 a. Sick Leave

32
33 At the beginning of each fiscal year, twelve (12) month employees will be
34 credited with twelve (12) days of sick leave. Sick leave may be used for
35 absences caused by illness, injury, and disabilities, including those
36 caused or contributed to by pregnancy, miscarriage, abortion, childbirth
37 and recovery therefrom.
38

39
40 In addition, up to three (3) days of sick leave shall apply to emergencies.
41

42 The following conditions apply to emergencies:
43

- 44 i. The problem has been suddenly precipitated.
- 45 ii. Preplanning is not possible.
- 46 iii. Preplanning cannot relieve the necessity for the employee's
47 absence.
48
49

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- iv. The problem is not minor or of mere convenience, but of a serious nature.
- v. Auto trouble shall not be considered an emergency except in case of an accident.

Any employee that calls in sick for more than forty (40) consecutive work hours due to illness or injury or in the event that an employee has used sick leave to cover for a vacation leave day that has been denied, shall submit a medical report (doctors note) the next workday and every thirty (30) days thereafter while the illness persists for FMLA requirements.

Sick leave allowance for part-time employees or employees who work only part of the fiscal year shall be prorated. The unused portion of such allowance shall accumulate from year to year in accordance with current state law.

Employees who resign from the District and are subsequently employed by the District shall retain the number of days of accumulated sick leave held at the time of resignation from the District provided that they have not been used while employed by another public agency.

Supplemental Condition for Sick Leave Buyback:

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for everyone (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from District employment due to retirement, resignation or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

b. Workers' Compensation (Industrial Insurance)

- i. Any injuries or industrial illnesses received while at work must be reported to the Operations Office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the

1 working days included in the first three (3) calendar days after the
2 day of the accident from the employee's sick leave balance, if any.
3 Employees receive free medical aid for injuries on the job and
4 may be treated by the physician of the employee's choice.
5

- 6 ii. The appropriate payroll clerk(s) will automatically allocate
7 accrued sick leave for all working days included in the first three
8 calendar days following an injury, except that guaranteed paid
9 holidays which fall within the first three (3) calendar days
10 following an injury will be paid as holiday pay in lieu of sick
11 leave for eligible employees in order to make total pay equal to
12 regular pay.
13

14 For absences extending beyond three (3) calendar days, the
15 appropriate payroll clerk(s) will automatically implement sick
16 leave balancing to make total pay equal to regular pay. In
17 addition, when sick leave has been exhausted, an employee may
18 request in writing to use vacation pay balancing. An employee
19 may request in writing at any time that sick leave not be used in
20 order to make total pay equal to regular pay. Sick leave used
21 cannot be "bought back."
22

23 The intent is to enable the employee to draw full pay, but not more than
24 full pay, during the absence due to injury on the job.
25

- 26 iii. The District will continue to pay its share of the employee's
27 health insurance subsidy only each month during the first twelve
28 (12) months provided that the employee furnishes their share
29 to the business office each month by check made payable to the
30 Tacoma Public Schools.
31

- 32 iv. At the end of one (1) calendar year from the date of the injury,
33 the following applies:
34

35 (a) An employee who is not authorized to report back to work
36 may request a leave of absence in writing using the Request for Leave
37 Without Pay form provided by the District pursuant to the Other
38 Leaves item (Section 24.3.d) of this Agreement. The leave request is
39 subject to Board approval at its discretion.
40

41 (b) Said employee will be paid for all unused vacation pay
42 earned.
43

44 (c) If said employee returns to active employment status with the
45 District, his or her remaining sick leave balance will be
46 reinstated in accordance with District policy.
47

48 (d) Group medical insurance benefits terminate; each employee

1 must arrange for COBRA benefits or for his or her own
2 medical insurance coverage, if desired.

- 3
4 (e) While on industrial insurance, sick leave, holiday and
5 vacation benefits will continue to accrue to the employee in
6 the same manner as if the injury had not occurred for a period
7 of twelve (12) calendar months. The District's obligation to an
8 employee for accrual of these fringes terminates at the end of
9 twelve (12) calendar months.

10
11 **SUPPLEMENTAL CONDITIONS:**

12
13 The District, at its discretion, may establish a light duty position for any
14 District employee who is on workers' compensation with the exception
15 of work which supervises children as seen in section 19.17. The light
16 duty position is not subject to posting, bidding, etc. Any District
17 employee so assigned will not replace any current employee. The
18 District will notify the Union of the light duty assignment, including the
19 assigned hours, for any bargaining unit employee.

20
21 Twelve (12) months of benefits pursuant to item (3) of this section are
22 the maximum benefits for an employee, unless said employee works thirty
23 (30) consecutive days of regular duties to restore eligibility for said
24 benefits.

25
26 An employee who has exhausted twelve (12) months of benefits pursuant
27 to this section and who returns to a light duty position shall have the
28 benefits of this section restored one month for each one month of light
29 duty work up to six (6) months at which time the full benefits of this
30 section shall be restored.

31
32 c. **Bereavement Leave**

33
34 The Board will allow up to five (5) days of paid bereavement leave at
35 the time of death of any relative residing in the employee's household
36 and/or the following family members: spouse, domestic partner
37 registered with the SEBB or other government organization,
38 mother, father, daughter, son or siblings, father-in-law, mother-in-law,
39 daughter-in-law, son-in-law, grandfather, grandmother and grandchild.

40
41 The Board will allow up to three (3) days of paid bereavement leave to
42 attend or participate in family services in the event of the death of a
43 brother-in-law or sister-in-law.

44
45 The Board will allow one (1) day of paid bereavement leave for attendance
46 at the funeral of an aunt, uncle, nephew or niece.

47
48 Extensions may be granted by the Assistant Superintendent, Human
49 Resources, in extenuating circumstances. Bereavement leave is non-

1 accumulative. If not specifically provided for in this section, bereavement
2 leave is not provided at the time of the death of an in-law unless the person
3 was residing in the employee's household.

4
5 d. Family Illness Leave

6
7 Custodial employees shall be granted a leave of absence with pay of not
8 more than three (3) days during a year when such absence is occasioned by
9 the illness of any relative residing in the household of the employee and/or
10 the following family members which necessitates the presence of the
11 employee: spouse, domestic partner registered with the TRUST or other
12 government organization, mother, father, daughter, son or siblings. The
13 custodial employee will certify to the circumstances of the illness upon
14 return to work. Such leave is non-accumulative and is not to be taken from
15 sick leave.

16
17 e. Extraordinary Leave

18
19 Extraordinary leave will be granted for personal reasons for up to two
20 (2) days per year and is accumulative to a total of six (6) days. The
21 Following conditions apply to extraordinary leave:

- 22
23 i. Leave may not be used to extend a holiday, vacation, or break
24 period, or when the district is closed.
25
26 ii. Leave may not be used for political purposes or *en masse*
27 meetings/activities.

28
29 f. Military Service (National Guard/Reserve Duty) Leave

- 30
31 i. Any employee who is a member of the Washington National
32 Guard or any organized reserve or armed forces unit of the United
33 States shall be entitled to and shall be granted military leave of
34 absence in accordance with RCW 38.40.060, upon presentation of
35 their orders.
36
37 ii. Military leave shall be granted in order that the person may take
38 part in active-duty training, when required to do so by the military
39 service, if such duty cannot be taken during non-workdays.
40
41 iii. When military leave is granted, the employee shall receive his or
42 her regular pay from the District.

43
44 g. Jury Duty, Subpoena Leave

45
46 Leaves of absence with pay are allowed for jury duty. Any compensation
47 received for jury duty performed on working days will be deducted from
48 the employee's net salary.
49

1 Leaves of absence will be granted when an employee is subpoenaed to
2 appear in an official proceeding, if such proceeding does not involve self-
3 employment, other employment, and/or employer. Any compensation
4 received while an employee is honoring a subpoena will be deducted from
5 employee's net salary, if it is determined that the employee is entitled to
6 leave of absence.

7
8 Employees are required to immediately notify the payroll department of
9 the amount received.

10
11 Leaves under this section are only for the portion of the day when
12 attendance is required.

13
14 **3. Leaves Without Pay**

15
16 a. Parental Leave

17
18 i. An employee should notify the Human Resources department by
19 the end of the fourth month of pregnancy to assist Human
20 Resources in planning for replacement.

21
22 Parental leave shall apply to all eligible employees and begin at a time
23 determined suitable by the employee and the personal physician after
24 consultation with the Human Resources department, or designee.

25
26 ii. Parental leave of absence for up to one (1) year
27 without pay may be granted by the District to any employee for
28 the purpose of childbearing and/or child rearing.

29
30 iii. An employee who is legally adopting a child six (6) years or
31 younger may have the privileges of parental leave. The leave
32 shall commence as soon as the child has been released to the care
33 of the adopting parent(s). An employee on parental leave for
34 adoption may return to the first available vacancy for which he or
35 she is qualified.

36
37 iv. Parental leave shall not extend beyond eighteen (18) months of
38 the date on which the child was born or adopted. Parental leave
39 may be shared by the parents if it does not exceed the amount
40 available under the contract.

41
42 v. An employee returning from taking parental leave
43 shall be assigned to the same position or a similar open position
44 held at the time the leave commenced, unless the position no
45 longer exists, in which case the employee shall be treated in
46 accordance with the seniority and layoff provisions of this
47 Agreement.

1 b. Political Leave

2
3 Upon request, employees may be granted political leave in accordance
4 with the following provisions:

- 5
6 i. With three (3) weeks' notice, an employee may be granted up to
7 four (4) weeks of continuous leave without pay for the purpose
8 of campaigning for the employee's own election. If the employee
9 is not elected to the political office, the employee shall return to
10 the same position held before the leave.
11
12 ii. If the employee is elected to the office, the Board may return the
13 employee to the same or mutually agreed upon position until
14 such time that the employee's elected term of office necessitates
15 leaving the position. Any employee may hold a political office
16 and continue as an employee as long as it does not interfere with
17 their assignment.
18
19 iii. The Board may extend the employee who is elected to a political
20 office a leave of absence without pay up to one (1) year or a
21 fraction of a year. Upon return from this type of leave, the
22 employee will be returned to same position. If political leave is
23 extended beyond one (1) year, the person's right to return to the
24 original position cannot be guaranteed.

25
26 c. Military Service (Active Duty) Leave

27
28 Any employee who volunteers or is inducted into active military duty
29 shall be considered to be on a leave of absence without pay for the
30 period of such service not to exceed five (5) years. Any employee who
31 is recalled into active military duty shall be considered to be on a leave
32 of absence without pay for the duration of recall. If employee requests
33 reemployment within ninety (90) days of honorable discharge from such
34 military service or after having presented other proof of having
35 satisfactorily completed service, employee shall be reinstated and
36 restored as nearly as existing circumstances permit, to the position
37 previously held or to a position of like seniority, status and pay.
38 Provided, that the Board need not reemploy such person if
39 circumstances have so changed as to make it impossible, unreasonable,
40 or against the public interest for Board to do so; provided further, that
41 this section shall not apply to a temporary position.

42
43 If a person is not qualified for old position as a result of disability
44 sustained during service, but is nevertheless qualified to perform the
45 duties of another position under the control of the Board, employee shall
46 be reemployed in such other position; provided, that such position shall
47 provide like seniority, status and pay, or the nearest approximation
48 thereto consistent with the circumstances of the case.
49

1 d. Religious/Holiday Leaves

2
3 Employees are entitled to two (2) unpaid religious/holiday leave days
4 per calendar year as provided in RCW 1.16.050. The employee shall
5 submit a request for the unpaid religious/holiday leave days to the
6 operations manager a minimum of two days prior to the requested dates.
7 If the request is denied, the District should provide a written proof of
8 hardship within one (1) workday with a copy to the Union.
9

10 e. Other Leaves

11
12 i. Leaves of absence without pay, recommended to the Board by the
13 Superintendent may be granted by the Board for up to one
14 (1) year.

15
16 ii. A certificated/licensed position will be held for the employee as
17 specified in the leave approval for a period up to one (1) year. The
18 vacancy will be filled by relief personnel.

19
20 iii. An eight (8) hour custodial position will be held for the employee
21 as specified in the leave approval for up to one (1) year. The
22 employee will be returned to the position; provided, however, that
23 if the position is reduced or eliminated the employee will be
24 assigned to relief and may bid on the next posting.

25
26 A custodian position will be posted for bid in accordance with the
27 bidding procedure, if an employee is granted a leave beyond his or
28 her one (1) year of absence due to workers' compensation.
29

30 iv. An employee who uses up their accumulated sick leave may
31 request leave without pay in accordance with this item.
32

33 v. An employee must be on pay or paid leave status, or authorized
34 leave without pay to maintain their employment with the
35 District.
36

37 vi. Family and Medical Leave Act

38
39 The District and Union agree to comply with the provisions of the
40 Family and Medical Leave Act of 1993 and the Washington State
41 Family Leave Act (RCW Chapter 49.78) except for any provisions
42 of the agreement that provide benefits and protections beyond
43 those of the Act shall continue in full force and effect.
44

45 vii. Optional Leave

46
47 An employee may be allowed one (1) day off without pay per year.
48 The leave is granted at the discretion of the Operations Office and
49 may be canceled if conditions do not allow the absence.

1 would be considered on a trial basis and will expire at the end of this Agreement without mutual
2 agreement by the Parties to extend the program.

AGREEMENT

This agreement is made and entered into by and between Tacoma School District No. 10 and the International Union of Operating Engineers, Local 302 (Custodial).

For the Tacoma School District No. 10; Board of Directors:

Elizabeth Bonbright, President  DATE 2/9/23

Korey Strozier, Vice President  DATE 2/9/23

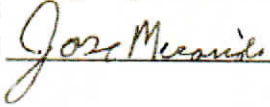
Enrique Leon _____ DATE _____

Lisa Keating  DATE 2/9/23

Chelsea McElroy _____ DATE 2/9/23

Joshua Garcia, Superintendent  DATE 2/9/23

For the International Union of Operating Engineers Local 302:

Jose Miranda Field Rep Local 302  DATE 2-8-2023

Appendix A - Hourly Wage Schedules, Effective September 1, 2022

Signed copy on file

2022-2023 CUSTODIANS - SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2022

CLASSIFICATION	1	2	3	4
Trainee Rate	22.3100	23.3000	24.3100	25.3600
F	26.5800	27.1500		
E	41.8700	43.4900		
D	29.3000	30.9700	*	**
C	31.5600	33.0000		
B	33.7400	35.0600		
A	35.7300	37.1100		
Sub Custodian Retiree Rate:		23.4700		

A ten (10) year increment will be paid to eligible employees at 1% after completion of 9 years of service.
 A twenty (20) year increment will be paid to eligible employees at 5% after completion of 19 years of service.
 A twenty-five (25) year increment will be paid to eligible employees at 2% after completion of 24 years of service.
 A thirty (30) year increment will be paid to eligible employees at 1% after completion of 29 years of service.

Operations Office duties as a district wide Chief shall be paid at Level A, Step 2 plus \$.50 per hour.
 Employees required to have a fork lift certificate shall receive \$.25 per hour increase.
 Employees permanently assigned the graveyard shift shall be paid an additional \$.75 per hour.
 Employees who have completed the chief refresher course shall receive an increment of \$.25 per hour once the employee is assigned to a chief custodian position.
 Employees in the "D" classification who are not chief custodians may get credit for taking the class and will receive the \$.25 per hour once being assigned a chief custodian position.
 Lead Chief Custodians are in the new "E" classification, effective Sept. 1, 2021; paid 17.19% above Chief Custodian

One dollar and eighty cents (\$1.80) per compensable hour is deducted from the employee's gross hourly wage, to be contributed to the center pension fund.

** Denotes grandfathered rates. Employees receiving these rates will continue to receive them, with state pass through percentages applied in subsequent years, as long as they remain in the classification.
 * Employees in "D" classification, Step "3" will be z-rated

Signed copy on file

2023-2024 CUSTODIANS - SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2023

Tentative

CLASSIFICATION	1	2	3	4
Trainee Rate	22.7600	23.7700	24.8000	25.8700
F	27.1100	27.6900		
E	42.7100	44.3600		
D	29.8900	31.5900	*	**
C	32.1900	33.6600		
B	34.4100	35.7600		
A	36.4400	37.8500		
Sub Custodian Retiree Rate:		23.9400		

A ten (10) year increment will be paid to eligible employees at 2% after completion of 9 years of service.
A twenty (20) year increment will be paid to eligible employees at 5% after completion of 19 years of service.
A twenty-five (25) year increment will be paid to eligible employees at 2% after completion of 24 years of service.
A thirty (30) year increment will be paid to eligible employees at 1% after completion of 29 years of service.

Operations Office duties as a district wide Chief shall be paid at Level A, Step 2 plus \$.50 per hour.
Employees required to have a fork lift certificate shall receive \$.25 per hour increase.
Employees permanently assigned the graveyard shift shall be paid an additional \$.75 per hour.
Employees who have completed the chief refresher course shall receive an increment of \$.25 per hour once the employee is assigned to a chief custodian position.
Employees in the "D" classification who are not chief custodians may get credit for taking the class and will receive the \$.25 per hour once being assigned a chief custodian position.
Lead Chief Custodians are in the new "E" classification, effective Sept. 1, 2021; paid 17.19% above Chief Custodian

One dollar and eighty cents (\$1.80) per compensable hour is deducted from the employee's gross hourly wage, to be contributed to the center pension fund.

** Denotes grandfathered rates. Employees receiving these rates will continue to receive them, with state pass through percentages applied in subsequent years, as long as they remain in the classification.
* Employees in "D" classification, Step "3" will be z-rated

Signed copy on file

2024-2025 CUSTODIANS - SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2024

Tentative

CLASSIFICATION	1	2	3	4
Trainee Rate	23.2200	24.2500	25.3000	26.3900
F	27.6500	28.2400		
E	43.5600	45.2500		
D	30.4900	32.2200	*	**
C	32.8300	34.3300		
B	35.1000	36.4800		
A	37.1700	38.6100		
Sub Custodian Retiree Rate:		24.4200		

A ten (10) year increment will be paid to eligible employees at 2% after completion of 9 years of service.

A twenty (20) year increment will be paid to eligible employees at 5% after completion of 19 years of service.

A twenty-five (25) year increment will be paid to eligible employees at 2% after completion of 24 years of service.

A thirty (30) year increment will be paid to eligible employees at 1% after completion of 29 years of service.

Operations Office duties as a district wide Chief shall be paid at Level A, Step 2 plus \$.50 per hour.

Employees required to have a fork lift certificate shall receive \$.25 per hour increase.

Employees permanently assigned the graveyard shift shall be paid an additional \$.75 per hour.

Employees who have completed the chief refresher course shall receive an increment of \$.25 per hour once the employee is assigned to a chief custodian position.

Employees in the "D" classification who are not chief custodians may get credit for taking the class and will receive the \$.25 per hour once being assigned a chief custodian position.

Lead Chief Custodians are in the new "E" classification, effective Sept. 1, 2021; paid 17.19% above Chief Custodian

One dollar and eighty cents (\$1.80) per compensable hour is deducted from the employee's gross hourly wage, to be contributed to the center pension fund.

** Denotes grandfathered rates. Employees receiving these rates will continue to receive them, with state pass through percentages applied in subsequent years, as long as they remain in the classification.

* Employees in "D" classification, Step "3" will be z-rated

Appendix B - Wage Schedule Levels with Training/Course

Training Chart All wages listed shall match the Appendix "A" Wage Scales			
Class Number	Class Description	Time Frame Qualification for Pay Advancement	Pay Advancement Requirements
1	Basic Custodial Housekeeping		Trainee Step 1
2	Customer Service	2 Months after basic custodial housekeeping	Trainee Step 1
3	Communications	2 months after any previous training class	Trainee Step 2
4	Conflict Resolution	3 Months after any previous training class	Trainee Step 2
5	Handling Building Emergencies	3 Months after any previous training class	Trainee Step 3
6	Safety for Custodians	3 Months after any previous training class	Trainee Step 3
7	Restroom Cleaning	3 Months after any previous training class	Trainee Step 4
8	Hard Floor Maintenance	3 Months after any previous training class	"F" classification Step 1
9	Basic Supervision	3 Months after any previous training class	"F" classification Step 2
	"D" Classification See Legend		"D" Classification Step 1
10	Internship	3 Months after any previous training class	"D" Classification Step 2
	"C" Classification See Legend		"C" Classification step 1
11	Pool Maintenance	Offered within 3 months of receiving C class and withing in local training resources capability	"C" Classification step 2
	"B" Classification See Legend		"B" Classification step 1
12	Energy Management	Offered within 3 months of selection as a B Chief Custodian	"B" classification Step 2
	"A" Classification See Legend		"A" classification Step 1
13	How do I build an effective team	Offered within 6 months of being "A" selection	"A" classification Step 2
Legend:			
"D" Classification Must Obtain Class IV Boiler Certification/License Assignment			
"C" Classification based on Building Classification Assignment			
"C" Classification High Pressure Must have Class III Boiler Certification/License Assignment			
"B" Classification Must Obtain Class III Boiler Certification/License Assignment			
"A" Classification Must Have III Boiler Certification/Licence Assignment			

Appendix C – Custodial Pay Classifications.

Class	Number	Title	Site	Remarks
G	<u>7</u>	Custodian	All	Swing, Graveyard
F	<u>111.5</u>	Custodian	All	Swing, Graveyard
F	5	Day Custodian	High Schools	
D	<u>9</u>	Fireman	Middle Schools	Class III <50 MBTU
	<u>7</u>	Chief Custodian	<u>Elementary</u>	
	2	Chief Custodian	<u>ELL</u>	
	<u>3</u>	Chief Custodian	Oakland, IDEA, <u>SAMI</u>	
	1	Engineer	CAB	
	3	LP Relief	All	Class IV <20MBTU
C	<u>27</u>	Chief Custodian	Elementary	>55,000 square feet
	1	Chief Custodian	Wainwright Intermediate	
	5	Engineer	High Schools	Class III <50MBTU
	3	HP Relief	All	Class III <50MBTU
B	<u>10</u>	Chief Custodian	Middle Schools	
	3	Chief Custodian	<u>Facilities</u> (4SOTAs, <u>SAMI</u>), CAB, PDC- Skyline	
	3	OE Relief	All	Class III <50MBTU
A	5	Chief Custodian	High Schools	
	<u>205.5</u>			

Appendix D – Paycheck Guidelines

Tacoma Public Schools

PO Box 1357
Tacoma, WA 98401-1357

Teacher Tacoma (00000)

601 S 8TH ST
TACOMA, WA 98402

Earnings Statement

Period Begin: 09/20/2022

Period End: 10/05/2022

Check Date: 10/20/2022

Check #: ACH#-00000

Check Amount: 3,164.66

Facility: CAB-Payroll 904

Job Type	Rate	Hours	Amount	Calendar YTD
Salary	\$51,464/hr		\$2,927.02	\$8,330.14
Supplement			\$742.50	\$1,485.00
Adjustment			\$450.91	\$450.91
Misc Pay WPTC	\$42,284/hr			\$126.85
Misc Pay CHE3 / 86_Athletics_TeriWood_07.05.2022	\$19,220/hr			\$884.12
Misc Pay CHH1 / 86_Athletics_TeriWood_05.20.2022	\$19,220/hr			\$2,191.08
Misc Pay CHH1 / 86_Athletics_TeriWood_06.03.2022	\$19,220/hr			\$1,095.54
Misc Pay CHH1 / 86_Athletics_TeriWood_06.17.2022	\$19,220/hr			\$326.74
Misc Pay ORCL / 360_ChantanaLim_05.05.2022	\$18,750/hr			\$75.00
Total Earnings			\$4,120.43	\$14,965.38

Deduction	Amount	Calendar YTD
D-400 SEBB EMPLOYEE PRE TAX	\$199.50	\$199.50
D-402 LTD SUPPLEMENTAL	\$8.91	\$8.91
D-603 INDUSTRIAL INSURANCE HRLY LOW	\$7.04	\$13.14
D-955 FINGERPRINT/BACKGROUND FEE	\$0.00	\$65.25
D-979 FAMILY AND MEDICAL LEAVE	\$16.48	\$41.57
T-101 TAX: SOCIAL SECURITY EE	\$243.10	\$915.49
T-103 TAX: MEDICARE EE	\$56.85	\$214.11
T-105 TAX: FEDERAL WITHHOLDING	\$423.89	\$1,601.30
Total Deductions	\$955.77	\$3,059.27

Number	Bank	Account	Amount
A CH# -		1111	\$3,164.66
Net Pay			\$3,164.66

1. **Beginning and ending dates of the statement payroll period, pay date, check number or ACH number, and primary facility**
2. **Employee name, ID number in parenthesis, and mailing address**
3. **Hours and earnings for the current payroll and year-to-date earnings**
 - a. **Job Type:** A brief summary of the type of pay with corresponding rates and hours. Common descriptors are, Salary (contract pay period), Supplement (stipends and shift differentials), Adjustment (processed by payroll department), Misc Pay (substitute and coverage pay, extra work, professional development, etc.)
 - b. **Amount:** Current pay period earnings
 - c. **Calendar YTD:** Year-to-date earnings
4. **Deductions for the current payroll and year-to-date deductions**
 - a. **Deduction:** System code followed by a brief description
 - b. **Amount:** Current pay period deductions
 - c. **Calendar YTD:** Year-to-date deductions
5. **Direct deposit distribution information**

Appendix E – Custodial Pension Fund (CPE)



**CENTRAL PENSION FUND
of the
International Union of Operating Engineers and Participating Employers**
4115 Chesapeake Street NW, Washington, DC 20016-4665
202-362-1000; FAX 202-364-2913; www.cpfioe.org

PARTICIPATING AGREEMENT

FUND OFFICE USE

Branch No.....

Agmt I.D. No.....

Business Information

Business Name and Address (to which Employer Reporting Forms should be mailed):

Tacoma School District No. 10

Custodial Bargaining Unit

PO Box 1357

Tacoma, WA, 98401-1357

Administrative Contact Person: Rosalind Medina

Telephone: (253) 571-1201 Fax: () _____ Email: rmedina@tacoma.k12wa.us

Employer Federal Tax Identification No. _____

Business Type: Corporation Partnership Sole Proprietorship Joint Venture

Bargaining Agreement Information

IUOE Local Union No.: 302

Bargaining Agreement is: New Agreement Renewal - Existing Agmt I.D. No.: 105417

Bargaining Agreement effective from: September 1 2022 to: August 31 2025

Bargaining Agreement covers:

Geographic area - Describe: _____

Single Project/Facility - Describe: _____

Other - Describe: _____

Rev 07/04

Page 1 of 2

,
,

Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

Contribution Basis: Dollars/Cents per Hour Percentage of Gross Pay Flat Amount

Other - Describe: _____

Contribution Levels: Uniform rates for all classifications

Different rates for different classifications - Describe: _____

Contribution Rates: Payable on All Hours Worked or Paid Payable Only on Hours Worked

Effective from: _____ to: _____ Rate(s): *Rate 1* / *Rate 2* / *Rate 3* /

Effective from: 09-01-2022 to: 08-31-2025 Rate(s): \$1.80 / / /

Effective from: _____ to: _____ Rate(s): / / /

Effective from: _____ to: _____ Rate(s): / / /

Additional Rates/Comments/Explanations: _____

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory:

Rosalind Medina CFO
Rosalind Medina 11/22/2011 10:26:20 AM

 (Signature/Title)
 Rosalind Medina

 (Printed or Typed)

Local Union Signatory:

Jose Miranda

 (Signature/Title)
 José Miranda

 (Printed or Typed)

FUND OFFICE USE	
Accepted on _____	by _____, Chief Executive Officer For the Trustees of the Central Pension Fund

Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.