

AGREEMENT

between the

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

and the

**Pierce County, Washington
Building and Construction Trades Council,
AFL-CIO**

September 1, 2021 - August 31, 2024

Tacoma, Washington

TACOMA SCHOOL DISTRICT No. 10

BOARD OF DIRECTORS

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- 1 7. **Supervisor:** Director of Purchasing, or Director of Facilities, or Designee as
2 appropriate.
3
- 4 8. **Temporary employee:** An employee hired to work for six (6) months or less.
5 Temporary employees shall receive the regular hourly rate of pay but shall receive no
6 benefits other than the health, welfare, and pension benefits as negotiated for
7 temporary employees. The six (6) month limitation may be extended only by mutual
8 consent of the District and the Union. Temporary employees granted two (2)
9 consecutive six (6) month periods of employment shall be considered a regular
10 employee as defined in Article 1 Section 2 (5).
11
- 12 No temporary employee will be hired for the day shift until all qualified swing shift
13 employees are given an opportunity to fill the position with the exception of temporary
14 backfill for permanent day shift employees who are temporarily unable to work or for
15 short term work that can only reasonably be accomplished on day shift. For purposes
16 of this section, temporary backfill shall be defined as twenty (20) consecutive days
17 unless otherwise mutually extended by the District and the Union.
18
- 19 9. **Temporary Leave Replacement Employees:** Temporary employees hired to replace
20 a regular employee due to a temporary leave of absence will be considered a regular
21 employee for purposes of established paid holiday and paid leave policies. Temporary
22 leave employees shall choose the District's health and pension plans or the union
23 health and pension plans, if applicable. Temporary leave employees will be laid off at
24 the end of the temporary assignment but may apply for the position if posted.
25
- 26 10. **Temporary layoff:** A layoff of twelve (12) months or less.
27
- 28 11. **Union:** A signatory Union affiliated with the Council.
29
- 30 12. The District will notify the Council when organizational changes in the District result
31 in changes to the titles of positions defined in this section.
32
33

34 **ARTICLE II**

35 **RIGHTS OF THE BOARD**

36 **Section 3. Rights of the Board**

- 37
- 38
- 39 1. The right to make reasonable rules and regulations shall be considered acknowledged
40 functions of the District. In making rules and regulations related to personnel policies,
41 procedures, and practices, and matters of working conditions, the District shall give due
42 regard and consideration to the rights of the Council and the employees, and to the
43 obligations imposed by this Agreement.
44
- 45 2. It is agreed that the customary and usual rights, powers, functions, and authority of
46 management are vested in management officials of the District. Included in these rights in
47 accordance with applicable laws and regulations are the right to direct the work force; the
48 right to hire, promote, retain, transfer, and assign employees in positions; the right to

1 suspend, discharge, demote, or to take other disciplinary action against employees; and the
2 right to release employees from duties because of lack of work or other legitimate reasons.
3 The District shall retain the right to maintain efficiency of the District operation by
4 determining the methods, the means, and the personnel by which such operations are
5 conducted.
6

7
8 **ARTICLE III**
9 **GENERAL CONTRACT PROVISIONS**
10

11 **Section 4. Grievance Procedure**
12

13 If an employee considers that this Agreement has been violated, the employee shall use the
14 following procedure to resolve the grievance. Every effort will be made to resolve a
15 grievance at the lowest appropriate level and within the shortest period of time.
16

17 **Informal Level:** The aggrieved employee may consult with their immediate supervisor within
18 ten (10) regular working days following the date of the alleged violation and state fully the
19 circumstances of the alleged violation and the redress sought. Every effort shall be made to
20 solve the grievance at this level.
21

22 The immediate supervisor will render a decision at the time of the meeting or will respond in
23 writing to the employee within five (5) regular working days following the meeting.
24

25 **Level 1:** In the event the grievance is not satisfactorily resolved in the informal step, the
26 aggrieved employee and Union representative shall, within five (5) regular working days
27 following the response to the informal step, present the grievance in writing to the supervisor.
28

29 Within five (5) regular working days following the receipt of the written grievance, the
30 supervisor shall submit a written response to the employee with a copy to the Union.
31

32 **Level 2:** In the event the grievance is not satisfactorily resolved at Level 1, the Union shall,
33 within five (5) regular working days following the receipt of the Level 1 written response,
34 present the grievance to the Director of Facilities with a copy to the Facility Maintenance
35 Manager. If the grievance arises from Purchasing, the Union may proceed directly to Level 3.
36

37 Within five (5) regular working days following receipt of the grievance, the Director shall
38 submit a written response to the employee with a copy to the Union.
39

40 **Level 3:** In the event the grievance is not satisfactorily resolved at Level 2, the Union shall
41 within five (5) regular working days following the receipt of the Level 2 written response,
42 present the grievance in writing to the Superintendent with a copy to Assistant Superintendent
43 of Human Resources.
44

45 **Level 4:** In the event the parties cannot satisfactorily resolve the grievance; the Council may
46 request binding arbitration. If the Council determines to seek binding arbitration, it shall,
47 within ten (10) regular working days after receipt of the Level 3 written response, submit a
48 request, with a copy to the Superintendent, for a list of at least seven (7) arbitrators from the

1 Federal Mediation and Conciliation Service, unless other arrangements are agreed to between
2 the District and the Council. If the Council does not request arbitration within ten (10) regular
3 working days, the grievance is waived. The parties will determine the arbitrator from this list
4 by alternately striking names from the list. The arbitrator's decision will be in writing and
5 will set forth the finding of fact, reasoning, and conclusions. The arbitrator will be without
6 power or authority to make any decision which is outside the Agreement.

7
8 The decision of the arbitrator will be submitted to the District and the Council and will be
9 final and binding upon the parties. The costs of the arbitrator will be borne equally by the
10 District and the Council. Each side will bear its own attorney fees and costs.

11
12 **Supplemental Conditions:** The time limits specified within this grievance procedure may be
13 extended by mutual agreement of the District and the Union or Council. In the event that the
14 Director does not have the authority to resolve the grievance, the Union may file a grievance
15 at Level 3.

16
17 The employee may request Union representation at each step of the grievance procedure.

18 19 **Section 5. Union Security**

- 20
21 1. The District shall deduct Union membership dues and/or representation fees from wages
22 of an employee under the following conditions:
23
24 a. The employee must authorize dues deduction, or cancellation thereof, in writing to the
25 Union.
26
27 b. The Union will notify the District in writing of the employee(s) to add to or delete
28 from dues deduction. Said notice must be received by the District by the 15th of the
29 current month to be deducted on the warrant issued on the 5th of the following month.
30
31 c. The dues deduction must be either:
32
33 i. A flat monthly amount,
34
35 ii. A percent of gross wages, or
36
37 iii. Cents per hour (converted, if necessary, to the equivalent percent of gross
38 wages).
39
40 2. The District reserves the following hiring rights:
41
42 a. The right to request a former employee of an appropriate craft.
43
44 b. The right to request applicant(s).
45
46 c. The right to reject any Union referral.
47

- 1 d. Local established hiring hall rules shall apply, except as superseded by this
2 Agreement.
3
4 e. In cases where the Union cannot provide personnel qualified as required by the
5 District, the District will have the right to seek applicants from outside the Union.
6
7 3. The Union reserves the following dispatch rights:
8
9 a. The Union shall be the first to be informed of all job vacancies.
10
11 b. Any job vacancies will remain posted until the job is filled.
12
13 4. Hold Harmless: The union agrees to indemnify and hold the District harmless
14 (suits by the District excepted) against any and all claims, suits, orders, or
15 Judgments brought or issued against the District as a result of any action taken
16 or not taken by the District pursuant to proper implementation of this section
17 contingent upon the District's agreement with that the Union shall be authorized to
18 defend such suit through an attorney of the Union's own choosing.
19
20

21 **ARTICLE IV**
22 **WAGES, HOURS AND BENEFITS**

23
24 **Section 6. Wages and Benefit Contributions**

25
26 Beginning with the 2021-2022 school year, the hourly wage rate will be calculated
27 based off sixty-three percent (63%) of the State of Washington's Prevailing Wage
28 rates for Pierce County for each craft's applicable Prevailing Wage.
29

30 For school years 2022-2023 the hourly wage rate will be calculated based off sixty-
31 four percent (64%) of the State of Washington's Prevailing Wage rates for Pierce
32 County for each craft's applicable Prevailing Wage.
33

34 Beginning with the 2023-2024 school year, the hourly wage rate will be calculated
35 based off sixty-five (65%) of the State of Washington's Prevailing Wage rates for
36 Pierce County for each craft's applicable Prevailing Wage.
37

38 **Definitions for Wage Calculations**

39
40 The craft Prevailing Wage rates are determined for Pierce County by the Washington
41 State Department of Labor and Industries.
42

43 The Craft Prevailing Wage times the applicable percent identified in this agreement
44 equals the employee's Total Package.
45

46 The Craft Pension Contribution is the amount allocated per hour, as defined by each
47 craft, for craft pension contributions from the Total Package, per the Pension MOU
48 agreement, which is incorporated by reference into this agreement.

Employee Paid Fringe is the amount of reductions for craft pension contributions, and trust health and welfare contributions, or the amount for additional health care coverage.

Total Package – Craft Pension Contribution = Hourly Wage Rate

While a Craft Pension Contribution is a part of an employee’s Total Package, the Craft Pension Contribution is an employer contribution and not an employee contribution. The Total Package will first be reduced by the amount of the Craft Pension Contribution as an employer contribution, then the Total Package, less the employer contribution, shall be paid to the employee as compensation, less any payroll deductions that were authorized by the employee on either a pre or post tax basis. Craft Pension Contribution is an employer contribution, which will be remitted directly from the Employer to the appropriate pension trust as defined by each craft as further set forth in Section 10 below. For avoidance of doubt, it is the intent of the Parties that all pension contributions are and were employer contributions that reduce the Total Package payable to the employee as wages and all other fringe and welfare benefits were employee contributions that were deducted from wages that were payable of the employee. Such welfare and fringe benefits were deducted from the employee’s wages on either a pre or post tax basis in accordance with the applicable plan and the employee’s election or payroll deduction authorization.

Hourly Wage Rate – Employee Paid Fringe health care = Net Wage Rate paid to the employee exclusive of taxes and other deductions.

Employee paid fringe costs will be a reduction on the employee’s check and remitted to the appropriate trust as defined by each craft.

Wage rates used in the calculation of pay will be updated bi-annually in accordance with the State of Washington’s Prevailing Wage rates published each August effective each September and February, effective on the payroll cycle following any noted increases for each craft as listed:

CRAFT	Prevailing Wage total package wage as of <u>September 2021 and one-time negotiated craft adjustments</u>	Identified Prevailing Wage craft	Sub craft
CARPENTER			
Journeyman	* –	Carpenters	Carpenter
ELECTRICIAN			
Journeyman	* –	Electricians – Inside	Journey Level
<u>Controls Electrician</u>		<u>15% greater than Electricians - Inside</u>	<u>Journey Level</u>

FLOOR COVERERS			
Journeyman	<u>*</u>	Soft Floor Layers	Journey Level
GLAZIERS			
Journeyman	<u>*</u>	Glaziers	Journey Level
LABORERS			
Journeyman	<u>*</u>	Laborers	General Laborer
OPERATING ENG			
Journeyman	<u>*</u>	Power Equipment Operators	Mechanic
PAINTERS			
Journeyman	<u>*</u>	Painters and drywall average of combined rates	Journey Level
PLUMBER/PIPEFITTERS			
Journeyman	<u>*</u>	Plumbers and Pipefitters	Journey Level
<u>HVAC-R</u>	<u>*</u>	<u>Plumbers and Pipefitters</u>	<u>Journey Level</u>
<u>HVAC-R Controls Technician</u>	<u>*</u>	<u>15%greater than Plumbers and Pipefitters</u>	Journey Level
ROOFERS			
Journeyman	<u>*</u>	Roofers	Journey Level
SHEETMETAL			
Journeyman**	<u>*</u>	Sheet Metal Workers	Journey Level (Field or Shop)
TEAMSTERS			
Maintenance (Constr. Trades)	<u>*</u>	Based on Schedule A provided each August	
Warehouse (Allied)	<u>*</u>	Truck Drivers	Other Trucks
Teamsters Foreman	<u>*</u>		

Note: Wage rates for painters is the average for Painters, Journeyman, and Drywall Tapers, Journeyman. Wage rates for Teamsters, Truck Drivers, Other Trucks will be the Schedule A wages listed in the Teamsters Local 313 AGC agreement.

All wage rates after the percentage calculations will be rounded to the nearest penny.

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2
3
4
5
6
7

1 Team Leads will be paid Year 1, three dollars (\$3.00), Year 2 three dollars twenty-five
2 cents (\$3.25), Year 3 three dollars fifty cents (\$3.50) more per hour above the
3 applicable District craft wage.
4

5 Foreman will be paid an additional seven dollars fifty cents (\$7.50) per hour above the
6 applicable District craft wage.
7

- 8 1. The Foreman position is a working bargaining unit position.
9
- 10 2. Foreman will be paid an additional \$7.50 per hour above their applicable
11 District craft wage.
12
- 13 3. The Foreman will continue to accrue all seniority, leaves and benefits of the
14 current bargaining agreement for their craft.
15
- 16 4. The foreman will be a non-working foremen position except for emerging or
17 emergency work that arises within the jurisdiction of the craft that the foreman
18 is a member of. However, the issuance of overtime will be offered based on
19 the seniority list of that craft, and only when the needed number of seniority
20 craftsman is not fulfilled will the Foreman be eligible for unscheduled
21 volunteer overtime. The intent of this language is to not displace a craft's
22 persons working with the tools with a foreman.
23
- 24 5. The advancement to craft foreman from within the trades, will create a vacancy
25 which will be filled by a bargaining unit person of the same craft. The vacated
26 position will be posted, and the effected Local Union will be made aware of
27 the need for a replacement craftsman for the vacated position. The vacated
28 position will be filled based on current CBA language and within a reasonable
29 time.
30
- 31 6. The posting will be executed within 30 working days of the created vacancy.
32
- 33 7. Should the Craft Foreman no longer hold the position of Craft Foreman they
34 will be allowed to return to the Craft they were promoted from at Tacoma
35 School District. They will be reinserted into that crafts Seniority list based on
36 the existing Seniority Contract Language.
37

38 [Note: section was incorporated into salary table above.]
39

40 District and Union agree to meet quarterly in the first year of the agreement for the
41 purposes of ensuring salary adjustments are as expected and to evaluate effectiveness
42 of the new pay structure.
43

44 In the event of lowering of the Prevailing Wage rates for a particular craft(s), the
45 elimination of Prevailing Wage by the State of Washington, Prevailing Wage
46 increases in a particular year by more than four percent (4%), or the District
47 experiences a significant loss of revenue, either party may request to reopen for wage

1 negotiation within sixty (60) days prior to August 31 of the current contract year for
2 the purpose of negotiating wage changes.

3
4 Warehouse and Maintenance Teamster employees shall receive the same hourly rate
5 and same Union pension contribution amounts.

6
7 Employees assigned to work swing shift shall be paid a premium of one dollar twenty-
8 five cents (\$1.25) per hour. Assignments to swing shift will be selected from
9 volunteers or appointed by the District based on the District's needs.

10
11 A twenty (20) year increment will be paid to eligible maintenance employees at 7.5%
12 of their base salary after completion of nineteen (19) years of service, effective
13 anniversary date of hire.

14
15 In the event the District requires additional state certification or licensing other than
16 what would normally be expected for a position in the bargaining unit, the employee
17 shall receive fifty cents (\$0.50) per hour increase in pay.

18
19 In the event the District requires an employee as a condition of continued employment
20 to obtain a special license and/or certification other than what would be normally
21 expected for a position in the bargaining unit, the District will assume all educational
22 costs and wages for time spent to obtain the requested license and/or certification. In
23 addition, the District will assume all educational costs and wages for time spent in
24 classes required to maintain the special license and certification.

25
26 Direct Deposit: Employees shall be required to utilize direct payroll deposit. Pay
27 advices will be available through Employee Self Service (ESS).

28
29 **Section 7. Hours**

- 30
31 1. The District will consider a ten (10) hour workday equal to a one and one-quarter
32 (1.25) eight (8) hour workday for the purpose of benefits such as leaves and vacations.
33
34 2. An employee is allowed a one-half (1/2) hour duty-free lunch period exclusive of the
35 assigned work hours.
36
37 3. The District will schedule a paid rest period of fifteen (15) minutes for each four (4)
38 hours of working time.
39
40 4. Regular employees will work a five (5) or four (4) day schedule equaling a 2,080-hour
41 year including vacation and holidays provided, however, the District at its discretion
42 may lay off employees.
43
44 5. The District will establish regular starting and ending times. Once an employee's
45 hours are established, a minimum of two (2) weeks' notice to the employee is required
46 before changing work hours. An employee must work a minimum of one (1) work
47 week at the established hours before a change in work hours. An employee's shift

1 shall be either eight (8) hours Monday through Friday or ten (10) hours Monday
2 through Thursday, exclusive of lunch as follows:
3

4 Should the District assess its operations and determine that the need is such that a
5 ten (10) hour Tuesday through Friday shift is needed, they will meet with the
6 Building Trades representatives at least three (3) weeks prior to the tentatively
7 scheduled implementations date to discuss and come to a mutual agreement to
8 such a shift. The union will not reject such schedule alterations for arbitrary and
9 capricious reasons.

- 10
- 11 a. Day shift between the hours of 6:00 a.m. and 4:30 p.m.
12 Four/tens (summer) between the hours of 6:00 a.m. and 6:00 p.m. or as
13 provided for by separate craft agreement.
 - 14 b. Swing shift between the hours of 1:00 p.m. and 1:00 a.m.
 - 15 c. Graveyard shift between the hours of 10:30 p.m. and 8:30 a.m.
 - 16 d. Management will staff both shifts five (5) days a week. Management reserves
17 the right to swap days during the school year for the morale of the team.
18 Management also reserves the right to have only four (4) days covered
19 Monday through Thursday.
 - 20 e. If any holiday falls within an employee's regular shift schedule, those days will
21 be observed and compensated accordingly. If any holiday falls on a day outside
22 of the employee's regular shift, for Friday and Saturday, the preceding day of
23 the regular shift shall be observed as the holiday, and if the holiday falls on a
24 Sunday or Monday the succeeding day of the regular shift shall be observed as
25 the holiday.
 - 26 f. It is the intent of the parties that no employee will be assigned to work on the
27 holidays described in Article IV, Section 8 of this agreement.
- 28
- 29
- 30
- 31
- 32
- 33
- 34 6. All time outside of the assigned eight (8) or ten (10) hour shift or forty (40) hours per
35 week shall be paid at the appropriate overtime rate. Any work performed on a
36 Saturday shall be paid at one and one-half (1.5) times the regular rate of pay. For the
37 purposes of overtime assignment, employees who use unscheduled leave during that
38 work week will be placed at the bottom of the seniority list for that week's
39 unscheduled shifts. On the seventh (7th) consecutive day or on Sunday, the rate of pay
40 shall be at double the regular rate of pay for the hours worked.

41

42 Overtime will be assigned to the employee presently performing any task on site. Any
43 other overtime shall be offered to permanent employees first, by seniority, then to
44 temporary employees. The following provisions are made to provide maximum
45 efficiency in the completion of jobs that occur as an emergency. When a situation
46 develops on a Friday of a five (5) day work week that requires continued work on the
47 following Saturday, the employee performing the work on Friday will be assigned to
48 continue the job to completion. When a situation develops on a Thursday of a four-

1 day work week that requires continued work on the following Friday, the employee
2 performing the work on Thursday will be assigned to continue the job to completion.
3

4 Employees required to work without eight (8) hours off from the end of their last shift
5 shall be considered on overtime and paid at one and one-half (1.5) times the straight
6 time rate of pay until such time as the employee receives at least eight (8) hours time
7 off between successive shifts.
8

9 7. For employees who work four (4) days per week for ten (10) hours per day in weeks
10 of less than five (5) working days, either of the following may apply.
11

12 a. Each workday shall be eight (8) hours.
13

14 b. Employees shall work three (3) ten-hour days and may take two (2) hours of
15 available leave.
16

17 Employees required to return to work after leaving the District will receive a minimum
18 of three (3) hours pay at the appropriate rate.
19

20 9. A temporary employee assigned to work on identified early release days, who has the
21 workday shortened due to the early release, shall be compensated as though they had
22 completed their regular shift for the day.
23

24 10. Employees who work four (4) days per week for ten (10) hours per day may use two
25 (2) hours of vacation leave, extraordinary leave or leave without pay on paid eight (8)
26 hour day holidays. Use of extraordinary leave to extend a holiday is permitted in this
27 instance. Use of leave without pay without exhausting all other relevant leaves is
28 permitted in this instance. Utilizing these leaves in this instance will not impact an
29 employee's eligibility for an attendance incentive.
30

31 **Section 8. Holidays** 32

33 Employees covered by this Agreement shall be entitled to the same holiday early dismissal
34 provisions as provided for certificated staff.
35

36 1. A regular employee will be granted fourteen (14) paid holidays per school year. An
37 employee is not expected to work on the following holidays:
38

Labor Day	New Year's Eve
Veteran's Day	New Year's Day
Day before Thanksgiving	Martin Luther King, Jr., Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Eve	<u>Juneteenth (Non-paid day in 21-22)</u>
Christmas Day	Independence Day

39 2. If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on
40

1 a Sunday, then Monday will be a paid day off. When a two (2) day holiday falls on a
2 Saturday and/or a Sunday, the District will schedule days off with pay for the
3 holiday(s) that fall on the weekend.
4

- 5 3. If an employee is required to work on the day after Thanksgiving, December 24,
6 December 31, or Friday of Spring Break, the employee shall be paid time and one-half
7 the regular rate of pay for the hours worked plus pay for the holiday. If an employee
8 is required to work on the calendar date of any other holiday, the employee will be
9 paid double time the regular rate of pay for the hours worked plus pay for the holiday.
10
- 11 4. If a temporary employee works a regular shift on the scheduled day before and the
12 scheduled day after a holiday, the temporary employee shall be paid for the holiday.
13

14 **Section 9. Vacations**

- 15
- 16 1. All regular employees employed as of September 1, 1992, shall receive twenty-two
17 (22) days paid vacation, except as provided below. Any employees, including both
18 regular and temporary, who have worked ninety (90) or more days between June 1,
19 1989 and August 31, 1992 and are subsequently hired as regular employees, shall be
20 eligible for twenty-two (22) days paid vacation. All other new employees hired after
21 September 1, 1992, shall have paid vacation allocated as follows:
22

0 - 5 years.....	10 days
6 - 10 years.....	15 days
Vacations beginning with 11 years	23 days
Vacations beginning with 15 years	24 days
Vacations beginning with 20 years	25 days

23

24 For purposes of vacation, years are to be calculated using the employee's anniversary
25 date as the first day of the year. Eligibility for moving to an increased vacation benefit
26 shall be effective on the employee's anniversary date of hire.
27

28 Any unused vacation may be cashed out consistent with Section 9.7 of the agreement
29 and subject to DRS requirements up to a maximum of thirty (30) days upon retirement
30 or separation from the District.
31

32 Swing shift personnel who take vacation leave during summer months shall receive
33 the swing shift differential pay per hour when taken in blocks of forty (40) or more
34 hours. The amount will be consistent with swing shift differential pay as stated in
35 Article IV, Section 6. The Independence Day holiday, if it is part of a swing shift
36 employee's forty (40) consecutive hours or more away from work when combined
37 with vacation leave, counts toward the forty (40) hour block, and will be paid at the
38 shift differential rate for those employees otherwise on vacation and away from work
39 for forty (40) consecutive hours or more.
40

- 41 2. A paid holiday will not be counted as a vacation day.
42

- 1 3. A prorated vacation will be allowed for a regular employee who resigns.
- 2
- 3 4. Days worked and days paid for by reason of sick leave benefits will be counted in
- 4 computing prorated vacations.
- 5
- 6 5. Vacation day(s) shall be scheduled by mutual consent of the employee and the
- 7 foreman/immediate supervisor, subject to the approval of the Supervisor. Except in
- 8 case of emergency, an employee must submit a written request at least ten (10)
- 9 working days prior to the first day of said vacation.
- 10
- 11 6. A regular employee is allowed to defer up to a maximum of fifteen (15) days of
- 12 vacation.
- 13
- 14 A regular employee may take up to thirty (30) consecutive vacation days when
- 15 approved by the Supervisor.
- 16
- 17 7. A regular employee will only be paid for thirty (30) unused vacation days upon
- 18 retirement, resignation, etc. from the District; provided, however, that an employee
- 19 will not be required to lose annual vacation.
- 20

21 **Section 10. Health, Welfare and Pension Benefits and Trust**

22

23 All pension and health care contributions will be based on all hours compensated (paid) per

24 year unless otherwise specified by the craft trust. [See attached Pension MOU.]

25

26 Pension contributions will not be considered as part of an employee's wages. They will be

27 considered as part of the total compensation package and are employer contributions to the

28 respective craft pension trust funds.

29

30 Health and welfare contributions will not be considered as part of an employee's wages. They

31 will be considered as employee deductions and, depending on the type of deduction, will be

32 either pre- or post-tax based on Section 125 of the Internal Revenue Code.

33

34 Benefits Contributions

35

36 The District will contribute one hundred percent (100%) of the state required contribution for

37 the Health Care Authority per month, per FTE, for current eligible employees of the Trust to

38 offset the required contribution to the state for retirees of \$64.40 per month per FTE. This

39 contribution will not be charged against the employee for the calculation of wages.

40

41 Health and welfare benefits for crafts outside the District's Sound Partnership Trust will be

42 paid up to a maximum of the state allocation per month for current full time equivalent

43 employees as an employer reimbursement or as allowed under Section 125 of the Internal

44 Revenue Code.

45

46 For crafts participating in the District's Sound Partnership Trust, the District shall provide an

47 insurance contribution to the Trust of the state allocation amount per month, per FTE for

48 current eligible employees.

1 The District will maintain the existing health, welfare, and pension plans under the following
2 conditions:

- 3
4 1. For Union Trusts: Contributions to Union trusts shall be based upon all compensable
5 hours including vacations and holidays unless otherwise specified by the applicable
6 trust. In addition to scheduled employer contributions for Craft Pension Contributions
7 and regular payroll deductions for Health and Welfare Benefits, the District may make
8 contributions through payroll deduction to additional Union retirement and/or benefit
9 programs by separate agreement with individual unions.

10
11 The Employer hereby agrees to be bound by all the terms of the Agreement
12 and Declaration of Trust of each craft pension trust fund as that document may
13 hereafter be amended or restated by the Trustees of each trust fund.

14
15 It is agreed that all Craft Pension Contributions shall be made at such time and
16 in such manner as the Trustees of the applicable craft pension trust fund
17 require, and the Trustees of each trust fund shall have the authority to retain an
18 accountant or accounting firm to perform payroll audits of the Employer to
19 determine whether the correct amount of contributions have been made or to
20 determine whether contributions have been made on behalf of all Employees
21 covered by the Plan.

22 The Employer's liability for payment hereunder shall not be subject to the grievance or
23 arbitration procedure or the "no-strike" clause provided under the Collective
24 Bargaining Agreement.

25
26 Teamsters covered by this agreement shall participate in the PEER (Program for
27 Enhanced Early Retirement Option) through individual payroll contribution. All
28 contributions to the Western Conference of Teamsters Pension Trust are funded
29 through diversion from wages. For the job classifications Truck & Tractor Driver, and
30 Warehouseman/Maintenance:

- 31
32
 - The basic rate is \$2.83;
 - The 16.5% for PEER 80 rate is \$0.47; and
 - The total rate is \$3.30.

33
34
35
36 The contribution for the PEER plan will not be considered for benefit accrual purposes
37 under the basic plan. Effective 2010-13, the total is not to exceed two thousand eighty
38 (2080) compensable hours per year. The total due for each month should be remitted
39 in a lump sum no later than ten (10) days after the first (1st) business day of each
40 month. The PEER 80 must at all times be sixteen- and one-half percent (16.5%) and
41 cannot be decreased or discontinued at any time. The District agrees to abide by such
42 rules as may be established by the Trustees of the Trust Fund to facilitate the
43 determination of the hours for which contributions are due, the prompt and orderly
44 collection of such amounts, and the accurate reporting and recording of such hours and
45 such amounts paid on the account of each Teamster member of the Bargaining Unit.
46 Failure to make all payment herein provide for, within the time specified, shall be a
47 breach of this Agreement.

1 **Section 11. Use of Personal Vehicles**

- 2
- 3 1. Travel Allowance
- 4
- 5 a. An employee required to use a private automobile to travel on school business
- 6 shall be compensated at the IRS established rate.
- 7
- 8 b. Travel from home to work or first place of call and from work or last place of
- 9 call to home is not reimbursable.
- 10
- 11 2. The District will reimburse an employee for slashed tire(s) and/or vandalism damage
- 12 caused to a vehicle which occurred in the course of his/her employment pursuant to
- 13 the following conditions:
- 14
- 15 a. A police report must be filled and a copy of said report must be provided to the
- 16 Director within forty-eight (48) hours of the incident. In addition, the District
- 17 may at its discretion require an employee to show evidence of damage.
- 18
- 19 b. The reimbursement shall be subject to a \$1,000 maximum reimbursement of
- 20 actual expenses of each loss.
- 21
- 22 c. If the employee files a claim to his/her insurance carrier, the District will
- 23 coordinate insurance benefits.
- 24
- 25 d. An employee must submit his/her claim on a form provided by the District.
- 26 The claim for reimbursement must be made to the Director within thirty (30)
- 27 days of loss or damage, or the claim is waived.
- 28
- 29 e. The total obligation for reimbursement by the District is \$25,000 for each year
- 30 for all District employees.
- 31
- 32 1. The District will reimburse an employee for damage or loss of personal property,
- 33 vehicles excluded, used by the employee in the course of his/her employment pursuant
- 34 to the following conditions.
- 35
- 36 a. The reimbursement shall be subject to a fifty-dollar (\$50) deductible with a
- 37 \$1,000 maximum reimbursement of each loss.
- 38
- 39 b. Reimbursement shall be based upon a reasonable estimate of current value.
- 40
- 41 c. The District may, at the District's discretion, require an employee to show
- 42 reasonable evidence of theft or damage.
- 43
- 44 d. An employee must take reasonable care to protect his/her personal equipment.
- 45
- 46 e. Loss or theft of cash will not be covered.
- 47

- 1 f. If the loss is covered by an insurance policy carried by the employee, such
2 insurance must be used prior to making a claim to the District.
3
4 g. An employee must submit his/her claim on a form provided by the District.
5 The claim for reimbursement must be made to the immediate
6 supervisor/principal within thirty (30) days of the loss or damage, or the claim
7 is waived.
8
9 h. The District's obligation for such loss is a maximum of \$20,000 for each year
10 for all District employees.
11

12 The District shall identify key positions that require the use of personal
13 communication devices that may include cell phones and/or tablets. These devices will
14 be provided to the employee by the District. Employees owning personal
15 communication devices will not be required to use such devices for District business.
16
17

18 **ARTICLE V** 19 **GENERAL CONDITIONS** 20

21 **Section 12. Program Procedures** 22

- 23 1. The District will not be required to arbitrate any question regarding jurisdiction
24 between the signatory Unions. To the extent feasible, the District will make work
25 assignments with due consideration to established craft practices. Employees will be
26 assigned to work within their respective craft. However, employees will be allowed to
27 temporarily perform work outside their craft in order to promote efficient operations.
28

29 No employee shall be directed to do work that would exclude the hiring of an
30 employee of the proper trade.
31

32 If there is work outside a craft's jurisdiction and that craft has no manpower available
33 for that day, and the supervisor has been notified first, then the other craft can perform
34 the temporary job providing they have the job qualifications.
35

- 36 2. The District will not require an employee to transport District supplies, materials, or
37 tools in a private vehicle.
38
39 3. Any new position, opportunity to change shifts, special assignment, or vacancy within
40 Building and Grounds and the Warehouse shall be posted a minimum of one week,
41 within fifteen (15) calendar days of such vacancy, except the fifteen (15) day
42 requirement will be suspended from March 15th to June 30th each year, in order to
43 provide an opportunity for any employee to express interest. The notice provision
44 may only be changed in the event of an emergency. Team leader and temporary team
45 leader positions will be posted for informational purposes. Team leaders and
46 temporary team leaders are selected at the supervisor's discretion including
47 consideration of the following criteria: maturity, ability to see the overall nature of the
48 work and well-developed skills in all areas; leadership, generally recognized by

1 management and the crafts employees as reliable; team player, works well with others
2 towards department and project goals and objectives; supportive of management, past
3 record indicates support of and cooperation with management in problem solving;
4 craft orientation, works in a craft compatible with the position and enhances the mix of
5 crafts among the team leaders.

- 6
- 7 a. In addition to posting, the District shall notify the Pierce County Building
8 Trades of any new positions, opportunities to change shifts, special
9 assignments or vacancies within Building and Grounds and the Warehouse
10 Facilities within five (5) calendar days of the position becoming vacant.
- 11
- 12 b. If the position is not filled within forty-five (45) calendar days of the posting,
13 and when it is filled the person selected has been serving in the position as a
14 temporary employee, the person serving in the position will receive the regular
15 rate of pay and all accrued regular employee benefits, including seniority,
16 retroactive to the forty-fifth (45th) day after the posting.
- 17

- 18 4. Labor/Management Committee: At least quarterly, or at the written request of either
19 the District or the Pierce County Building and Construction Trades Council,
20 labor/management meetings shall be held, with no loss of pay to the employees, at a
21 time mutually agreed upon.
- 22

23 Items for discussion shall be submitted by the parties to determine the agenda. The
24 purpose of these meetings shall be to resolve problems prior to them being reduced to
25 writing as a grievance, to discuss any other problems or concerns that affect the
26 bargaining unit, and to provide an opportunity to discuss improvements to the
27 maintenance program. In no event, can agreements reached in labor/management
28 abridge, add to, or subtract from the collective bargaining agreement.

29
30 The union(s) shall select six (6) employee representatives from individual crafts in
31 addition to the Executive Secretary of the Pierce County Building and Construction
32 Trades Council to the Labor/Management Committee who will serve one (1) year
33 terms. The Director of Building and Grounds and two (2) other supervisory personnel
34 shall represent the District. In order to assure communications from the Committee,
35 agendas and minutes for meetings shall be distributed to each employee and local
36 unions. The Assistant Superintendent of Human Resources may be present at the
37 meetings at the request of the Union or the Director of Maintenance and Operations.
38 In order to assure open communication, there shall be no adverse impact, nor shall
39 there be any retribution for any employee as a result of participation in the
40 Labor/Management Committee.

- 41
- 42 5. Annual Evaluations
- 43

44 Maintenance personnel shall be evaluated on or before August 31 annually and shall
45 be notified by November 1 as to who is responsible for completing the evaluation. No
46 employee in the bargaining unit shall be assigned to evaluate another employee in the
47 bargaining unit. Twice yearly, employees assigned as Team Leads will give feedback
48 to the employee and the Evaluator in a meeting attended by the employee, Team Lead,

1 and Evaluator. The purpose of the annual evaluation shall be to provide feedback on
2 employee performance, not as a basis for promotion, demotion, or discipline. The
3 Union retains the right to review the outcome and process of the annual evaluation by
4 request of the employee.
5

6 Each immediate supervisor shall meet with each employee no later than November 15
7 annually in order to acquaint staff with the process to be followed regarding the annual
8 evaluation, to answer questions pertaining to the format for evaluations and to review
9 general and specific expectations for job performance. An employee may request an
10 alternate evaluator by submitting a request to the Assistant Superintendent of Human
11 Resources in writing.
12

13 In the event that a supervisor anticipates an unsatisfactory or a lowered evaluation
14 when compared to the previous year, the employee will be given an opportunity to
15 discuss performance and discuss suggestions for improvement a minimum of sixty
16 (60) days prior to the formal completion of the evaluation process.
17

18 The evaluator will complete the evaluation and provide copies to the employee and the
19 Human Resources department. After discussing the evaluation with the employee, the
20 evaluation shall be signed by the evaluator and by the employee being evaluated prior
21 to August 31. Signature by the employee implies only that the employee has had an
22 opportunity to see the evaluation and does not signify agreement with the ratings.
23

24 An employee has the right to include a written statement or document(s) as addenda to
25 the evaluation. The employee must notify the evaluator within five (5) working days
26 if he or she plans to submit a statement or document(s) as addenda to the evaluation.
27 The statement or document(s) must be submitted to the evaluator within three (3)
28 calendar weeks after the employee signed the evaluation. The employee will note on
29 the evaluation whenever addenda are attached to the evaluation.
30

31 **Section 13. Seniority**
32

- 33 1. The principle of seniority within each union affiliation and by trade classification is
34 hereby established for regular employees.
35
- 36 2. Seniority is the continuous service as a regular employee with the District in a specific
37 union based on the date of hire by the Board (union affiliation seniority); provided,
38 however, the seniority of an employee established as of March 25, 1982, shall
39 continue in effect. An employee who transfers to the maintenance or warehouse
40 bargaining unit or who changes trade classification will have trade classification
41 seniority based on the first day of employment in the new unit or in the new trade
42 classification but maintains the employee's union affiliation seniority. An employee
43 shall have seniority established only after completing six (6) months of probationary
44 employment with the District.
45
- 46 a. The District will strive to assure an equitable allocation of overtime. Any
47 unplanned overtime will be assigned to the employee presently performing the

1 task on the site. For planned overtime, it shall be offered first to qualified
2 permanent employees by seniority, then to temporary employees.

3
4 b. Each Teamster shall be allowed to bid on his/her route assignment, based on
5 seniority, once per year.

6
7 3. An employee's seniority shall be terminated under the following conditions:

8
9 a. If the employee is terminated for cause.

10
11 b. If the employee terminates employment or fails to report to work for three (3)
12 consecutive working days without proper notification or authorization.

13
14 c. If the employee fails to report within forty-eight (48) hours, Saturdays,
15 Sundays, and holidays excluded, after official notification of recall.

16
17 d. If the employee has been laid off from the District in excess of one (1) calendar
18 year.

19
20 e. If the employee does not maintain employee status with the District

21
22 f. An employee who has been injured on the job will retain seniority for one (1)
23 year from the date of injury. The District will review each employee who is on
24 industrial insurance for one year on a case-by-case basis. The District, at its
25 discretion, may extend an employee's seniority if there is reason to believe the
26 employee will be able to return to full duty in a short period of time. The
27 District will notify the employee of the extension in writing with a copy to the
28 Building Trades Council. If the employee's seniority is not extended, the
29 District will notify the employee in writing with a copy to the Building Trades
30 Council.

31
32 g. The employee has not worked within the last twelve months and has been on
33 leave without pay (except for active-duty military leave) status during that
34 time. An employee must work thirty (30) consecutive workdays at assigned
35 duties in order to maintain his or her seniority.

36 37 **Section 14. Layoff and Recall Procedure**

38
39 The District will lay off by trade classification by seniority, with the least senior employee in
40 the trade classification laid off first. If an employee is subject to layoff in the employee's
41 current trade classification but has union affiliation seniority and is qualified for a trade
42 classification within that union affiliation where there is a less senior employee, the employee
43 may transfer to the other trade classification, displacing the less senior employee who will be
44 laid off. Temporary employees will be laid off before regular employees.

45
46 Regular employees who are laid off will be placed on a layoff list for twelve (12) months
47 from the date of layoff. The District will give persons on the layoff list preference by
48 seniority for rehire as a regular employee or temporary employee; if rehired to a regular

1 employee position within twelve (12) months, said employee's previous hire-in date will
2 establish the employee's seniority.

3
4 Regular employees who were laid off and are rehired as temporary employees shall be
5 entitled to full contract benefits for a period of twenty-four (24) months from date of layoff as
6 a regular employee. Temporary employees who are hired due to emergencies on short-term
7 critical work needs within a craft which has had a layoff within the previous fiscal year
8 (September 1-August 31) shall receive full contract benefits after ninety (90) consecutive
9 workdays consistent with the mutual consent of the Union and the District as provided in
10 Article I, Section 2.9 of the agreement.

11
12 A person on the layoff list must notify the Human Resources Department of any change in
13 address or telephone number. A person who fails to notify the Human Resources Department
14 of a change will lose all recall rights.

15
16 A person on the layoff list who rejects an offer of employment as a regular employee by
17 certified or registered mail to the employee's last address of record or by personal contact will
18 be dropped from the layoff list and thereby lose all recall rights for failure to report for work
19 within forty-eight (48) hours (Saturdays, Sundays and holidays excluded).

20
21 The District will notify a regular employee at least two (2) weeks prior to the effective date of
22 the layoff, provided the circumstances of the layoff are not beyond the control of the District.

23
24 **Section 15. Discipline**

25
26 Discipline will be for cause. As such, an employee will not be disciplined for an arbitrary or
27 capricious reason. The extent of any disciplinary action will be in keeping with the
28 seriousness of the infraction. A process of progressive discipline will be used; progressive
29 discipline includes oral warning, written reprimand, suspension, or termination as appropriate
30 to the infraction.

31
32 An employee may obtain Union representation for any meeting that may result in discipline
33 for him or her. If representation is not available, the meeting will be rescheduled to a
34 mutually agreeable time.

35
36 **Section 16. Dismissals**

37
38 The Board agrees to act in good faith in the dismissal of an employee. Should the Union
39 present a grievance in connection with a dismissal within ten (10) days of such dismissal to
40 the Superintendent, the dismissal shall be reviewed starting with Level II of the grievance
41 procedure.

42
43 **Section 17. Leave with Pay**

44
45 1. Statement of Cause of Absence

46
47 An employee claiming benefits of the leave provisions shall fill out the absence report
48 forms as required by the District. Forms will be provided by the District. If reason(s)

1 for absence, as certified on this form, are found to be inaccurate, the employee will be
2 subject to appropriate consequences; willful falsification of payroll records will result
3 in discipline up to and including termination. If an employee has been disciplined
4 with regard to the use of leave benefits, the employee may be required to comply with
5 additional conditions and requirements.
6

- 7 2. Employees claiming benefits of more than five (5) consecutive days from accumulated
8 sick leave (or four (4) consecutive days for employees working a four (4) day per
9 week, ten (10) hour per day schedule) shall submit a medical report the sixth or fifth
10 working day of illness and every thirty (30) working days thereafter while the illness
11 persists. Employees returning from sick leave of more than five (5) or four (4) days
12 must have written approval of their physician. In the case of documented serious or
13 life-threatening illness, follow-up medical reports may be waived.
14

- 15 3. Regular employees will be credited with twelve (12) days of sick leave each
16 September 1.
17

18 Sick leave must be used for absences caused by illness, injury, disabilities including
19 those caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or
20 recovery therefrom, or illness or injuries to family members covered by the State
21 Family Care Act, RCW 49.12.265-295. In addition, sick leave shall apply to
22 emergencies for up to three (3) days per year.
23

24 The following conditions apply to emergencies:
25

- 26 a. The problem has been suddenly precipitated.
27
28 b. Preplanning is not possible.
29
30 c. Preplanning cannot relieve the necessity for the employee's absence.
31
32 d. The problem is not minor or of mere convenience, but of a serious nature.
33
34 e. Auto trouble shall not be considered an emergency except in case of an
35 accident.
36
37 f. Weather conditions shall not be considered an emergency.
38
39 g. Incarceration shall not be considered an emergency; provided however, if an
40 employee is later acquitted, sick leave will apply and will be paid retroactively.
41

42 The unused portion of the sick leave allowance shall accumulate from year to year in
43 accordance with current state law.
44

45 An employee who resigns from the District and is subsequently reemployed by the
46 District shall retain the number of days of accumulated sick leave held at the time of
47 resignation from the District provided that said days have not been used while
48 employed by another public agency.

1 Supplemental Condition for Sick Leave Buy-Back:
2

3 In January of the year following any year in which a minimum of sixty (60) days of
4 leave for illness or injury is accrued, any eligible employee may exercise an option to
5 receive remuneration for unused leave for illness or injury accumulated in the previous
6 year at a rate equal to one (1) day's monetary compensation of the employee for each
7 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.
8 Leave for illness or injury for which compensation has been received shall be
9 deducted from accrued leave for illness or injury at the rate of four (4) days for
10 everyone (1) day's monetary compensation: PROVIDED, that no employee may
11 receive compensation under this section for any portion of leave for illness or injury
12 accumulated at a rate in excess of one (1) day per month. At the time of separation
13 from District employment due to retirement, resignation or death, an eligible employee
14 or the employee's estate shall receive remuneration at a rate equal to one (1) day's
15 current monetary compensation of the employee for each four (4) full days' accrued
16 leave for illness or injury.
17

18 4. Jury Duty, Subpoena Leave
19

20 Leaves of absence with pay are allowed for regular employees for jury duty. Any
21 compensation received for jury duty performed on working days will be deducted
22 from the employee's net salary.
23

24 Leaves of absence with pay are allowed when a regular employee is subpoenaed to
25 testify in an official proceeding, if such proceeding does not involve self-employment,
26 other employment, or action against the District.
27

28 Any compensation received while an employee is honoring a subpoena will be
29 deducted from the employee's net salary, if it is determined that the employee is
30 entitled to leave of absence.
31

32 Leaves under this section are only for the portion of the day when attendance is
33 required. An employee must report back to work if there will be more than one (1)
34 hour of work remaining in the workday (at time of arrival) unless excused by the
35 Assistant Superintendent of Human Resources, due to extenuating circumstances.
36

37 5. Bereavement Leave
38

39 The District will allow regular employees up to five (5) days of paid bereavement
40 leave related to the death of any relative residing in the employee's household and/or
41 the following family members: spouse, domestic partner registered with the District's
42 or participating union's benefit trust or other government organization, mother, father,
43 daughter, son, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-
44 law, grandmother, grandfather, and grandchild.
45

46 The District will allow regular employees up to three (3) consecutive days of paid
47 bereavement leave related to the death of a sister-in-law or brother-in-law.
48

1 The District will allow regular employees one (1) day of paid bereavement leave
2 related to the death of an aunt, uncle, stepfather, stepmother, nephew or niece.
3

4 In-laws not specifically mentioned here or not residing in the employee's household
5 are not covered by this provision. Extensions of bereavement leave, or bereavement
6 leave for family members not specifically included here may be granted by the
7 Assistant Superintendent for Human Resources, in extenuating circumstances.
8 Bereavement leave is non-accumulative.
9

10 6. Attendance Incentive
11

12 As an attendance incentive, any employee who does not use any unscheduled leave for
13 three (3) consecutive months in a specified quarter, January-March, April-June, July-
14 September, October-December will receive an additional eight (8) or ten (10) hours of
15 vacation leave depending upon the shift they are assigned when the leave is utilized,
16 which must be used in eight (8) or ten (10) hour increments. In lieu of the additional
17 eight (8) or ten (10) hours of vacation leave, the employee may, at his/her option,
18 receive an attendance stipend equal to their craft rate of pay times the hours of the
19 shift they are working. Employees may utilize one (1) day of extraordinary leave,
20 bereavement, jury duty, military leave, and no more than sixteen (16) hours of sick
21 leave or family leave when assigned eight (8) hour shift or twenty (20) hours if
22 assigned a ten (10) hour shift (combined) and remain eligible for the attendance
23 incentive. Incentive leave must be used within six (6) months of issue. Attendance
24 leave not used will be cashed out on August 31st and February 28th. Leave utilized
25 pursuant to Section 7(10) does not invalidate an employee's eligibility for an
26 attendance incentive.
27

28 7. Family Illness Leave
29

30 Employees shall be granted a leave of absence with pay of not more than three (3)
31 days during a contract year, when such absence is occasioned by the illness of any
32 relative residing in the household of the employee and the following family members
33 which necessitates the presence of the employee: spouse, domestic partner registered
34 with the District's or participating union's benefit trust or other government
35 organization, mother, father, daughter, son, or siblings. The employee will certify to
36 the circumstances of the illness upon return to work. Such leave is non-accumulative
37 and is not to be taken from sick leave. Additionally, benefits of federal and state
38 Family and Medical Leave laws may apply.
39

40 8. Extraordinary Leave
41

42 a. Extraordinary leave will be granted for up to two (2) days per year and is
43 accumulative to a total not to exceed six (6) days.
44

45 Extraordinary leave may be used in increments allowed by the new payroll
46 system (e.g., 15-minute increments if system allows).
47

48 b. The procedures for obtaining extraordinary leave are as follows:

1 For the purpose of extraordinary leave, a day will be defined by the hours per
2 shift that the employee is working when the leave is utilized (i.e. eight (8) hour
3 shift equals one day if assigned eight-hour shifts; ten (10) hours if assigned to a
4 ten-hour shift).

5
6 Employees must notify the employee's immediate supervisor of the intent to
7 use this leave prior to the start of the shift that would be missed. Should an
8 event arise in the course of the day, notification will be given to the
9 employee's immediate supervisor prior to utilization of this leave.

10
11 Employees may use one (1) of the two days of extraordinary leave earned each
12 year without penalty towards the attendance incentive.

13
14 9. Leave for Class time for State Licensing or Certification

15
16 Employees in crafts which require state licensing or certification shall receive up to
17 ten (10) hours annually, accumulative to a total not to exceed thirty (30) hours, of paid
18 leave for hours spent in classes related to such certification provided proof of
19 attendance and satisfactory course completion is submitted to the District by the
20 employee.

21
22 The District may, at its discretion, apply the above provisions to a temporary
23 employee for re-certification or re-licensing of an existing license or certification.

24
25 10. Military Service (National Guard/Reserve Duty) Leave

26
27 a. Any employee who is a member of the Washington National Guard or any
28 organized reserve or armed forces unit of the United States shall be entitled to
29 and shall be granted military leave of absence in accordance with RCW
30 38.40.060, upon presentation of valid orders.

31
32 b. Military leave shall be granted in order that the person may take part in active-
33 duty training, when required to do so by the military service, if such duty
34 cannot be taken during non-workdays.

35
36 c. When military leave is granted, the employee shall receive his or her regular
37 pay from the District.

38
39 **Section 18. Leave Without Pay**

40
41 1. Parental and Adoption Leave

42
43 a. An employee should notify the Human Resources Department by the end of
44 the fourth month of pregnancy to assist the Department in planning for a
45 replacement employee. Parental and adoption leave shall apply to male and
46 female employees and shall begin at a time determined suitable by the
47 employee and the attending physician after consultation with the Human

1 Resources Department. Insofar as possible, parental leave shall begin at a time
2 which is consistent with the orderly continuance of the program.

- 3
- 4 b. When parental leave commences, the employee will indicate to the Human
5 Resources Department, the length of time he/she anticipates being on leave. A
6 female employee shall not be required to leave work during pregnancy but
7 shall be allowed to work as long as she is capable of performing the duties of
8 her job.
- 9
- 10 c. If the employee indicates a desire to return to work within eight (8) calendar
11 weeks after the birth of the child and has the approval of her personal
12 physician, she may return to her previous assignment. Should parental leave
13 exceed eight (8) calendar weeks after the birth of a child, the District will
14 reassign the employee to the position of last assignment or one (1) of equal
15 pay.
- 16
- 17 d. An employee who is legally adopting a child (six (6) years or younger) may
18 have the privileges of parental leave. The leave shall commence as soon as the
19 child has been released to the care of the adopting parent(s). An employee
20 may choose to use paid sick leave and extraordinary leave before or after the
21 actual adoption for up to six (6) weeks if the adoption occurs within the United
22 States or up to eight (8) weeks if the adoption occurs outside the United States,
23 up to the amount of his/her accrued paid leave. The District will reassign the
24 employee who returns from adoption leave to the position of last assignment or
25 one (1) of equal pay.
- 26
- 27 e. Parental and adoption leave shall not extend beyond eighteen (18) months of
28 the date on which the child was born or placement in the case of adoption.
29 Parental and adoption leave may be shared by the parents if it does not exceed
30 the amount available under the contract. The benefits of the federal and state
31 Family and Medical Leave Act laws may apply.
- 32

33 2. Political Leave

34
35 A regular employee may be granted political leave in accordance with the following
36 provisions:

- 37
- 38 a. With three (3) weeks' notice, an employee may be granted up to four (4) weeks
39 of continuous leave without pay for the purpose of campaigning for
40 employee's own election. If the employee is not elected to the political office,
41 the employee shall return to the same position held prior to leave.
- 42
- 43 b. If the employee is elected to the office, the Board may return the employee to
44 the same or mutually agreed-upon position until such time that employee's
45 elected term of office necessitates leaving assignment. Any employee may
46 hold a political office and continue as an employee as long as it does not
47 interfere with assignment.
- 48

- 1 c. The Board may extend to the employee who is elected to a political office a
2 leave of absence without pay up to one (1) year.
3
4 d. It will be assumed that the employee wishes to return to the position of last
5 assignment unless the employee notifies the Superintendent in writing, by
6 March 18 prior to the expiration of leave. If reassignment is necessary, a
7 conference will be held to endeavor to find an assignment that is mutually
8 agreeable. Political leaves may be granted for one (1) year or a fraction of a
9 year. Upon return from this type of leave, the employee may be returned to
10 his/her same position. If political leave is extended beyond one (1) year, the
11 person's right to return to original position cannot be guaranteed.
12

13 3. Military Service (Active Duty) Leave
14

15 Any regular employee who volunteers, is inducted, or is recalled into active military
16 duty shall be considered to be on a leave of absence without pay for the period of such
17 services not to exceed five (5) years. If said employee requests reemployment within
18 ninety (90) days of honorable discharge from such military service or after having
19 presented other proof of having satisfactorily completed service, the employee will be
20 reinstated and restored, as nearly as existing circumstances permit, to the position
21 previously held or to a position of like seniority, status and pay. Providing, that the
22 District need not reemploy such person if such circumstances have so changed as to
23 make it impossible, unreasonable, or against the public interest for the District to do
24 so; provided, further, that this section shall not apply to a temporary position.
25

26 If a person is not qualified for the prior position as a result of disability sustained
27 during service but is nevertheless qualified to perform the duties of another position
28 under the control of the District, the employee shall be reemployed in such other
29 position; provided that such position shall provide like seniority, status and pay, or the
30 nearest approximation thereto consistent with the circumstances of the case.
31

32 4. Recuperation Leave
33

34 A regular employee may be granted recuperation leave at the employee's request with
35 a physician's recommendation. The request will be reviewed by the District and/or
36 the District's consulting physician. Leave may be requested only after an employee
37 gains seniority and may not exceed one (1) year; provided, however, an employee may
38 request another recuperation leave not to exceed another one (1) year. Request must
39 be for a specific period of time and include the date of return to work. The District
40 will reassign an employee who returns from recuperation leave to the position of last
41 assignment or one (1) of equal pay. An employee will not be denied a request for
42 recuperation leave for arbitrary and capricious reasons.
43

44 **Section 19. Drug and Alcohol Testing**
45

- 46 1. If the District determines that it has reasonable suspicion that an employee may be
47 under the influence of drugs or alcohol, the District may direct that employee to
48 immediately accompany a District administrator to a medical facility for testing.

1 Employees will be asked to submit only to a urine test for drugs and/or a breath test
2 for alcohol.

3
4 All testing, both screening and confirmation, will be performed by SAMHSA certified
5 laboratories. Screening tests use Enzyme Immunoassay (EMIT) and confirmation, if
6 needed, is by Gas Chromatography/Mass Spectrometry (GC/MS).

7
8 Urine collection procedures for drug testing will follow the requirement used by the
9 U.S. Department of Transportation Workplace Drug Testing Programs (49 CFR Part
10 40).

11
12 U.S. Department of Transportation drug cutoff or threshold levels shall be used to
13 determine a positive drug test. All positive specimens will be sealed, frozen and
14 maintained by the certified laboratory for at least one (1) year. An employee may
15 request, within fifteen (15) days of being notified of a positive test, that the Medical
16 Review Officer (MRO) arrange to have the original sample retested (at the employee's
17 expense) at a different SAMHSA certified drug testing laboratory. If the retest is
18 negative, the MRO shall revise the test results to negative, and the employee will be
19 reimbursed for the cost of the retest.

20
21 Alcohol testing shall follow the procedures required for alcohol testing under the
22 Department of Transportation (DOT) regulations. Testing will be performed by
23 trained technicians with an evidential breath testing (EBT) device approved for
24 workplace testing under DOT regulations.

25
26 Reasonable suspicion includes objective evidence that an individual's actions,
27 conduct, or appearance is indicative of drugs and/or alcohol use, possession of or
28 being under the influence of a drug and/or alcohol and/or illegal drug paraphernalia
29 including drug paraphernalia which has not been prescribed for the individual. The
30 employee's actions conduct, or appearance must be observed by two (2) personnel
31 trained in the observation and assessment of intoxication before any testing action is
32 taken. Maintenance bargaining unit members will not be requested nor allowed to
33 participate in the observation of another maintenance bargaining unit member.

34
35 The employee will be compensated at her/his appropriate hourly rate for the time
36 devoted to travel to and from the clinic and the test procedure. Following the test and
37 prior to any disciplinary or other administrative action being taken, the employee will
38 be advised in writing of the nature of the evidence leading to the reasonable suspicion
39 finding, including, to the extent permitted by law, the names of any District personnel
40 reporting observed employee behavior.

- 41
42 2. The Business Representative of the Union will be given a courtesy telephone call that
43 the District will be requiring a drug urine or alcohol breathalyzer test of an employee
44 and will describe the underlying circumstances leading to the reasonable suspicion
45 finding.
- 46
47 3. All positive tests will be subjected to a second confirmation test to ensure the validity
48 of the initial test results. All drug tests will be reviewed by a certified Medical Review
49 Officer (MRO) before verified results are reported to the District's designated
50 administrators in the Human Resources Department. The employee will be given a

1 chance to explain the reason for a positive test to the MRO. The MRO will follow the
2 U.S. Department of Transportation published rules and guidance in making these
3 professional determinations. The employee's medical information, other than the
4 results of testing, will not be disclosed to the District.
5

- 6 4. The results of the drug urine or alcohol breathalyzer test will be weighed by the
7 District in determining if any employee misconduct has occurred and if so, the
8 appropriate discipline. An employee who refuses to consent immediately upon
9 request to a test for the presence of drugs and/or alcohol or to otherwise fully
10 cooperate in the test or an investigation for such will be considered insubordinate and
11 subject to such discipline as may be appropriate under the circumstances, which may
12 include suspension without pay with intent to discharge following investigation. All
13 of the due process required by the collective bargaining agreement and general legal
14 principles will also be applied.
15
- 16 5. Employees shall notify the Assistant Superintendent of Human Resources within five
17 (5) days of any conviction of any criminal drug statute conviction or, if the employee
18 operates any vehicles or motorized equipment in the performance of their duties, any
19 alcohol related criminal conviction or suspension or revocation of their driver's
20 license.
21
- 22 6. If there has been no other related misconduct, employees who test positive for drugs or
23 alcohol will be offered one opportunity to have a drug or alcohol assessment and
24 successfully complete any treatment or counseling prescribed in the assessment before
25 being considered for disciplinary action. Employees who are cleared for return to duty
26 by a mutually agreed upon substance abuse professional will be reinstated to duty if
27 there is no administrative or disciplinary action pending due to other misconduct.
28 Return to duty will include assignment to a one (1) year probationary period which
29 may include random testing, counseling and/or treatment. The school district will
30 incur no financial obligation for treatment or rehabilitation ordered as a condition of
31 eligibility for reinstatement. Employees may utilize accrued leave while participating
32 in substance abuse treatment or may be placed on unpaid leave if they do not have
33 sufficient leave to cover their absence during treatment.
34
35

36 **ARTICLE VI**
37 **FURTHER PROVISIONS**

38
39 **Section 20. Agreement Clause**

40
41 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of
42 the District.
43

44 **Section 21. Agreements**

45
46 This Agreement will be effective after ratification by the Board and the Council and execution
47 by the authorized representatives thereto.
48
49
50
51

1 **Section 22. Memoranda of Understanding and Appendices**
2

3 The Council and the District have reviewed all memoranda of understanding that could be
4 identified by either party. The Memorandum of Understanding signed by the parties in
5 December 2003 regarding health benefits for carpenters, the Memorandum of Understanding
6 signed by the parties in May 2004 regarding health benefits for plumbers and pipefitters, and
7 the Memorandum of Understanding signed by the parties in November 2006 regarding
8 division of work between painters and plumbers, and the Memorandum of Understanding
9 signed by the parties in December 2013 regarding annual evaluations will each be included in
10 the contract as an appendices. Other appendices shall be the 2021-22 salary schedule, showing
11 total hourly rates and the rates as adjusted for pension, health, and welfare contribution; a
12 current evaluation form; a seniority list accurate as of September 1, 2021; twelve (12) month
13 work and school year calendars for 2021-22 and 2022-23. The Pension MOU that was agreed
14 to in October 2021 will also be attached to this CBA. Refer to Section 10.
15

16 **Section 23. Copies of Agreement Clause**
17

18 Copies of this Agreement shall be printed at the expense of the District. A copy of this
19 Agreement will be provided to the Council, each Union, and each regular employee.
20

21 **Section 24. Hepatitis Shots**
22

23 If required by the District, hepatitis shots shall be provided at no cost to the employee.
24

25 **Section 25. Minimum Workforce and Subcontracting**
26

- 27 1. The District will maintain a workforce of a minimum of fifty (50) regular full-time
28 employees during the agreement, 2021-2024. In the event that there is a significant
29 loss of revenue to the district resulting from a levy failure, legislative action,
30 significant District budget reductions leading to a shortfall or passage of a ballot
31 measure. The District will notify the Council and the parties will meet no less than
32 thirty (30) calendar days prior to the implementation of any changes to the minimum
33 workforce number, to discuss alternative courses of action.
34
- 35 2. The District shall maintain its right to subcontract work. However, the District shall
36 not subcontract work covered by the classifications included in this agreement unless
37 the regular employees employed in all classifications are used first. This is a
38 commitment not to use outside contractors at times when regular employees are
39 available. As an exception to the foregoing commitment, the District may still
40 subcontract if any of the following conditions occur:
41
- 42 a. The required services are uncommon to district employees because they are
43 special, highly technical, particular, or unique in character.
44
 - 45 b. The required services involve the use of equipment or materials not possessed
46 by the District at the time and place required.
47
 - 48 c. When services of a contractor are necessary for health and safety reasons.
49

- 1 d. The regular employees qualified to perform the work are assigned to another
2 project and/or can't be assigned to do the work in a timely manner.
3

4 In addition, there shall be no restriction on subcontracting any work at any time under
5 any conditions which is above the bid threshold established by law or under any
6 circumstances where the District is required to comply with applicable law.
7

8 **Section 26. Workday Clothing Requirements**

9

10 Permanent maintenance personnel are required to wear branded work wear (with the
11 exception of pants) purchased from an annual allocation to cover the cost of new and
12 replacement work wear from an agreed upon vendor. Management will establish a cross craft
13 committee of employees to collaborate on the selection of the vendor and the options
14 available to the employees. Temporary employees will be provided required essential work
15 wear by the District.
16

17 Each September, employees will be allowed to purchase up to a value of \$450 annually
18 (September- August). This amount will be increased to \$550 on September 1, 2022 and \$600
19 effective September 1, 2023. New employees will receive the annual allocation upon hire.
20 Allocations will not be carried over from year to year. All employees' visible work wear will
21 have the District-approved logo sewn onto the left breast pocket area. Employees may add
22 their name to the right breast pocket area.
23

24 Allocations may only be used to purchase pants, shirts, sweatshirts, and safety t-shirts and
25 craft-specific work wear as recommended by the cross-craft committee. Employees shall
26 provide management a copy of the receipt for each purchase from the vendor for work wear
27 clothing. The District shall provide coats and head gear every three years in accordance with
28 the cross-craft committee recommendations. Employees are responsible for lost or stolen
29 coats and /or head gear. Employees will wear appropriate trade footwear in serviceable
30 condition.
31

32 **Section 27. Duration Clause**

33

34 This Agreement shall be effective September 1, 2021 and shall continue in full force and effect until
35 August 31, 2024.
36

37 **Section 28. Pre-Apprentice Program**


38

39 The parties to this contract will meet and develop a CTE style Pre-Apprenticeship program, as well as
40 work with existing state approved apprenticeship programs for interested crafts. In order to facilitate
41 the creation of this new program, a joint committee will be created and will begin discussions on the
42 details of its operation by May 1, 2022, to ensure that an implementation date of September 1, 2022,
43 will be met. The work of the joint committee will be to develop the operational procedure and
44 guidelines for this program and reduce it to writing, as well as forming MOU's that will then become
45 a part of this negotiated agreement (See Appendix A). This program will be considered as on a trial
46 basis and will expire at the end of the current contract without mutual agreement by the parties to
47 extend the program.

AGREEMENT


This Agreement is made and entered into by and between Tacoma School District #10 and Pierce County, Washington, Building & Construction Trades Council, and each of the Unions signatory hereto.

FOR TACOMA SCHOOL DISTRICT #10

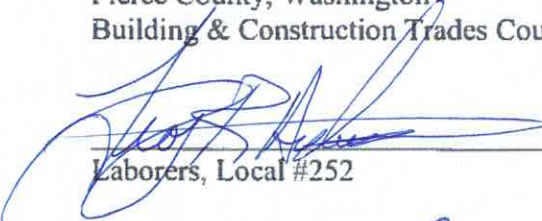

Elizabeth Bonbright, President,
Board of Directors


May 19, 2022
Date


FOR THE COUNCIL AND SIGNATORY UNIONS



Nathe Lawver,
Pierce County, Washington,
Building & Construction Trades Council


June 1, 2022
Date


Laborers, Local #252


Teamsters, Local #313

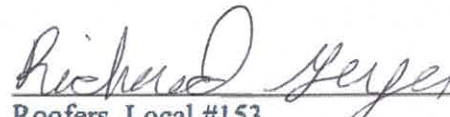

Carpet & Linoleum Layers, Local #1238

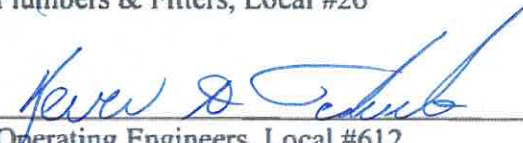

Electrical Workers, Local #76


Painters, Local #64-#300

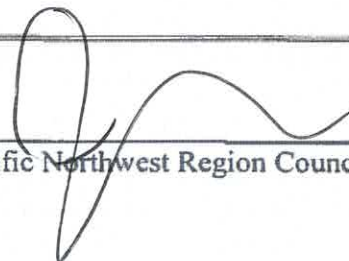

Glaziers & Glass Workers, Local #188


Plumbers & Fitters, Local #26


Roofers, Local #153


Operating Engineers, Local #612


Sheet Metal Workers, Local #66


Pacific Northwest Region Council of Carpenters

2021-2022 TRADES SALARY SCHEDULE
EFFECTIVE March 3, 2022
Signed Copy on File

CLASSIFICATION	Steps	
	01	After completion of 19 years
	A	*B
Carpenter	42.96	46.18
Electrician	48.24	51.86
Electrician, Controls	55.48	59.64
Floor Coverers	34.28	36.85
Glazier	45.62	49.04
Laborer	34.41	36.99
Operating Engineer	48.91	52.58
Painter	38.60	41.50
Plumber/Pipefitter	51.80	55.69
Roofer	37.17	39.96
Sheetmetal	57.85	62.19
Teamster	44.07	47.38
Warehouse	44.07	47.38
HVAC-R	51.80	55.69
HVAC-R Controls	59.57	64.04

*A twenty (20) year increment will be paid to eligible maintenance employees at 7.5% of their base salary after completion of nineteen (19) years of service, effective anniversary date of hire.
Wage rates for Painter is the average for Painters and Drywall.
Wage rates for Teamster are the Schedule A wages list in the Teamsters Local 313 agreement.
Leads will be paid \$3.00 more per hour above the applicable District craft wage.
Foreman will be paid an additional \$7.50 per hour above the applicable District craft wage.
Controls Electrician and HVAC-R Controls will be paid an additional 15% per hour above the applicable District craft wage.

Tacoma Public Schools

Performance Evaluation Report

Maintenance Employee

Name	(last)	(first)	(middle initial)	Period of Report
				From _____ TO _____
Classification				Date _____
Evaluation Type		Probation <input type="checkbox"/>	Annual <input type="checkbox"/>	Unscheduled <input type="checkbox"/>

1. Job Knowledge

Inadequate knowledge of work. <input type="checkbox"/>	Limited knowledge of work. <input type="checkbox"/>	Adequate knowledge of work. <input type="checkbox"/>	Well informed working knowledge. <input type="checkbox"/>	Exceptionally thorough working knowledge of job. <input type="checkbox"/>
--------------------------------------------------------	-----------------------------------------------------	------------------------------------------------------	-----------------------------------------------------------	---------------------------------------------------------------------------

2. Quality of Work

Work is unacceptable. <input type="checkbox"/>	Frequent errors, poor quality work. <input type="checkbox"/>	Meets job requirements <input type="checkbox"/>	Good quality work, very few errors <input type="checkbox"/>	Exceptionally accurate, high quality work. <input type="checkbox"/>
------------------------------------------------	--------------------------------------------------------------	-------------------------------------------------	-------------------------------------------------------------	---------------------------------------------------------------------

3. Quantity of Work

Very slow worker. <input type="checkbox"/>	Below average volume. <input type="checkbox"/>	Average volume. <input type="checkbox"/>	Above average volume. <input type="checkbox"/>	Exceptionally high output. <input type="checkbox"/>
--------------------------------------------	------------------------------------------------	------------------------------------------	------------------------------------------------	-----------------------------------------------------

4. Attitude Toward Job

Constantly negative. <input type="checkbox"/>	Frequently negative. <input type="checkbox"/>	Acceptable. <input type="checkbox"/>	Generally positive. <input type="checkbox"/>	Consistently positive. <input type="checkbox"/>
-----------------------------------------------	-----------------------------------------------	--------------------------------------	----------------------------------------------	-------------------------------------------------

5. Cooperation

Frequently causes unrest or friction with others. <input type="checkbox"/>	Cooperates reluctantly. <input type="checkbox"/>	Acceptable. <input type="checkbox"/>	Cooperates and gets along well with others. <input type="checkbox"/>	Exceptionally cooperative. <input type="checkbox"/>
----------------------------------------------------------------------------	--------------------------------------------------	--------------------------------------	----------------------------------------------------------------------	-----------------------------------------------------

6. Dependability

Needs close supervision. <input type="checkbox"/>	Needs more supervision than others doing similar work. <input type="checkbox"/>	Needs only routine supervision. <input type="checkbox"/>	Needs minimal supervision. <input type="checkbox"/>	Carries out complex work with minimal supervision. <input type="checkbox"/>
---------------------------------------------------	---------------------------------------------------------------------------------	----------------------------------------------------------	-----------------------------------------------------	-----------------------------------------------------------------------------

7. Adaptability

Does not adjust to new or different situations. <input type="checkbox"/>	Has difficulty adjusting to new or different situations. <input type="checkbox"/>	Adjusts satisfactorily to new or different situations. <input type="checkbox"/>	Adjusts easily to new or different situations. <input type="checkbox"/>	Highly flexible; consistently functions effectively. <input type="checkbox"/>
--------------------------------------------------------------------------	-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------	-------------------------------------------------------------------------	-------------------------------------------------------------------------------

8. Motivation

Lacks initiative, performs only as directed. <input type="checkbox"/>	Rarely shows initiative. <input type="checkbox"/>	Occasionally initiates action. <input type="checkbox"/>	Frequently shows initiative. <input type="checkbox"/>	Exceptionally ambitious and a self-starter. <input type="checkbox"/>
-----------------------------------------------------------------------	---------------------------------------------------	---------------------------------------------------------	-------------------------------------------------------	----------------------------------------------------------------------

9. Punctuality

Undependable. <input type="checkbox"/>	Frequently late. <input type="checkbox"/>	Acceptable. <input type="checkbox"/>	Infrequently late. <input type="checkbox"/>	Extremely dependable. <input type="checkbox"/>
----------------------------------------	-------------------------------------------	--------------------------------------	---------------------------------------------	------------------------------------------------

10. Safety

Often careless of safety of self and others. <input type="checkbox"/>	Occasionally careless of safety of self and others. <input type="checkbox"/>	Follows acceptable safety procedures. <input type="checkbox"/>	*Practices good safety procedures. <input type="checkbox"/>	Exercises great care and foresight in protecting self and others from hazards. <input type="checkbox"/>
-----------------------------------------------------------------------	------------------------------------------------------------------------------	----------------------------------------------------------------	-------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

1. Evaluator/Supervisor Comments: _____

2. Employee Comments: _____

3. Department/Division Administrator Comments: _____

Evaluator/Supervisor _____
Department/Division Administrator _____
The signature below does not imply that the employee necessarily agrees with the preceding report but only that he or she has seen and discussed it with the evaluator and/or supervisor.
Employee signature _____ Date _____

MAINTENANCE SENIORITY LIST BY TRADE

Director Maintenance & Facilities: Tom Chalk – 253-571-3319

Manager: Steve Graves 253-571-3333

ELECTRICIAN	FWD
Tomlin Jr., Joe W.	10/25/04
Dahl, Stein E.	12/18/06
McNeley, William J.	06/07/12
Russell, Daniel M.	06/16/14
Cozine, Alexander	10/01/18
Muttart, Garrett	03/01/19
Matson, Robert	12/09/19
HVAC	FWD
Antrich, Adam	02/26/20
Martin, David	08/31/20
Perry, Jose	08/31/21
PLUMBER	FWD
SinClair, Eugene V.	09/07/10
Reil, Frank	09/22/14
Hart, Don	09/14/15
Ochoa, Ian	07/25/16
Hafid, Nabeel	09/14/20
CARPENTER	FWD
Skrivseth, Theodore A.	11/01/00
McConnell, Del G.	10/20/03
Sparks, Howard J.	10/20/03
Vanderschelden, Stuart	10/22/14
Queree, Michael	08/17/15
Clemetson, James	10/07/21
GLAZIER	FWD
Broom, Robert	05/27/15
PAINTER	FWD
Surrett Sr., Ronald L.	08/16/93
Wood, Patricia A.	03/27/95
Meredith, Michael S.	08/26/11

ROOFER	FWD
Maiava, Apisa A.	01/07/13
Vargo, Matthew	11/08/21
LABORER	FWD
Wilson, Roney	03/26/12
Sweeney, Scott B.	04/24/13
Welcome, John A.	04/25/13
Meyers, Mark A.	09/02/14
Benavides, Ryan J.	09/03/14
Glenn III, William C.	11/05/14
Sweeney, Kari	12/10/15
Schutt, Ryan	02/01/16
Canley, Benjamin	08/04/16
Rotter, Jenifer	02/13/17
Fleury, Jeremy	09/24/18
Keeling, Steven	09/08/20
Santorno, Matthew	01/13/21
Eubanks, Isaiah	11/08/21
Messersmith, Andy	03/23/22
Casias, Tyler	03/23/22
Schutt, David	04/26/22
TEAMSTER (MAINT)	FWD
Woods, Donovan / Foreman	03/14/94
Kimmerly, David R.	09/29/08
Harris, Randy	01/30/17
O'Shaughnessy, Matthew	06/06/22
MECHANIC	FWD
Stabnow, Rickey R.	10/15/03
Simmons, Robert	11/08/21

Purchasing Warehouse Seniority List

Updated 3/8/2022

Seniority #	Name	Date Employed (Full Time)
1	Edward (Brian) Harris	08/2002
2	Chaon MacDougall	9/2006
3	Thomas Minks	04/2012
4	Jonathan Etridge	11/2012
5	Ian Emrick	05/2013
6	Erik Mattingly	01/2015
7	Gregory Richards	04/2017

Tacoma Public Schools
2022-23 Maintenance & Operations Calendar – Updated 7/20/22
246 days + 14 Holidays

5th Labor Day holiday
 8th First student day
 13th Kindergarten start date
 21 workdays

SEPTEMBER 22						
S	M	T	W	Th	F	S
				1	2	3
4	H	6	7	SS	9	10
11	12	KS	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

21 workdays

11th Veterans' Day holiday
 23rd, 24th, 25th Thanksgiving Break
 18 workdays

NOVEMBER 22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	H	12
13	14	15	16	17	18	19
20	21	22	H	H	H	26
27	28	29	30			

DECEMBER 22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	H	24
25	H	27	28	E	H	31

23rd, 26th Christmas Eve and Christmas Day holidays (observed)
 29th Early Release
 30th New Year's Eve holiday (observed)
 19 workdays

2nd New Year's Day holiday (observed)
 3rd School resumes
 16th Martin Luther King Jr. Day
 20 workdays

JANUARY 23						
S	M	T	W	Th	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28				

20th Presidents' Day Holiday
 19 workdays

MARCH 23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 workdays

APRIL 23						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	N	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd – 7th Spring Break
 7th Friday of Spring Break (non-workday)
 19 workdays

29th Memorial Day holiday
 22 workdays

MAY 23						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	H	30	31			

JUNE 23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	20	21	22	E	24
25	26	27	28	29	30	

19th Juneteenth holiday
 23rd Last Day of School/ Early Release
 21 workdays

4th Independence Day Holiday
 20 days

JULY 23						
S	M	T	W	Th	F	S
						1
2	3	H	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 days

N = Non-workday **H** = Holiday (no school) **SS** = School Starts **KS** = Kindergarten Start Date **E** = Early Release **S** = Snow Make-Up Day

Tacoma Public Schools 2022-23 School Year **Student Calendar** – Updated 07/06/22

1st – 2nd No school

5th Labor Day Holiday

6th – 7th No school

8th **First Student Day**

13th Kindergarten Start Date

14th **Late Starts Begin**

17 student days

SEPTEMBER 22						
S	M	T	W	Th	F	S
				N	N	3
4	H	N	N	SS	9	10
11	12	KS	LS	15	16	17
18	19	20	LS	22	23	24
25	26	27	LS	29	30	

OCTOBER 22						
S	M	T	W	Th	F	S
						1
2	3	4	LS	6	N	8
9	10	11	*LS	E	E	15
16	17	18	LS	20	21	22
23	24	25	LS	27	28	29
30	31					

7th Data Day (no school)

12th Elementary Conferences
*Early release grades K-5
No late start for elementary students. Late start for high school students; 2-hour late start for middle school students.

13th-14th All Grades Conferences
Early Release grades K-12

20 student days

11th Veterans' Day Holiday

23rd, 24th, 25th Thanksgiving Break

18 student days

NOVEMBER 22						
S	M	T	W	Th	F	S
		1	LS	3	4	5
6	7	8	LS	10	H	12
13	14	15	LS	17	18	19
20	21	22	N	H	H	26
27	28	29	LS			

DECEMBER 22						
S	M	T	W	Th	F	S
				1	2	3
4	*5	6	LS	8	9	10
11	12	13	LS	15	16	17
18	N	N	N	N	H	24
25	H	N	N	N	H	31

5th Elementary Trimester Break
*No school for elementary students only

6th 2nd trimester begins

Dec 19 – Dec 30 Winter Break/
No school

11 days – Elementary students
12 days – Secondary students

2nd New Year's Day holiday (observed)

3rd **School resumes**

16th Martin Luther King Jr. Day

20 student days

JANUARY 23						
S	M	T	W	Th	F	S
1	H	3	LS	5	6	7
8	9	10	LS	12	13	14
15	H	17	LS	19	20	21
22	23	24	LS	26	27	28
29	30	31				

FEBRUARY 23						
S	M	T	W	Th	F	S
			LS	2	*3	4
5	6	7	LS	9	10	11
12	13	14	LS	N	N	18
19	H	21	LS	23	24	25
26	27	28				

3rd Secondary Semester Break
*No school for secondary students only

6th 2nd semester begins

16th Data Day (no school)
17th Snow make-up day
20th Presidents' Day Holiday

17 days – Elementary students
16 days – Secondary students

16th – 17th All grades conferences
Early Release for all students

20th 3rd trimester begins

23 student days

MARCH 23						
S	M	T	W	Th	F	S
			LS	2	3	4
5	6	7	LS	9	10	11
12	13	14	LS	E	E	18
19	20	21	LS	23	24	25
26	27	28	LS	30	31	

APRIL 23						
S	M	T	W	Th	F	S
						1
2	N	N	N	N	N	8
9	10	11	LS	13	14	15
16	17	18	LS	20	21	22
23	24	25	LS	27	28	29
30						

3rd – 7th Spring Break

15 student days

26th Snow make-up day

29th Memorial Day Holiday

21 student days

MAY 23						
S	M	T	W	Th	F	S
	1	2	LS	4	5	6
7	8	9	LS	11	12	13
14	15	16	LS	18	19	20
21	22	23	LS	25	S	27
28	H	30	LS			

JUNE 23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	LS	8	9	10
11	12	13	LS	15	16	17
18	H	20	21	22	E	24
25	S	S	28	29	30	

19th Juneteenth Holiday

23rd **Last Day of School/ Early Release**

26th – 27th Snow make-up days, if needed

16 student days

N = Non-School Day H = Holiday (no school) **SS** = School Starts **KS** = Kindergarten Start Date
L = Late Start Day **E** = Early Release **S** = Snow Make-Up Day

MEMORANDUM OF UNDERSTANDING

Between the Tacoma School District No. 10 (“District”) and the Perce County, Washington Building & Construction Trades Council, AFL-CIO (“Union”)

The purpose of this Memorandum of Understanding is to commemorate in writing an agreement between the Tacoma School District –Facilities (“District”) and the Washington Building & Construction Trades Council, AFL-CIO (“Union”) regarding contributions to the Carpenters’ Trust of Western Washington; I.B.E.W Pacific Coast Pension Fund; the International Painters and Allied Trades Industry Pension Plan; Local #302 and #612 Operating Engineers-Employers Retirement Fund; National Roofing Industry Pension Plan; Washington State Plumbing and Pipefitting Industry Pension Trust Fund and to the United Association National Pension Fund (known prior to July 1, 2021 as the Plumbers and Pipefitters National Pension Fund) (collectively “Plumbers Pension Funds”); the Western Washington Laborers-Employers Pension Trust fund; and to the other crafts’ defined benefit pension funds named therein, collectively the “Other Funds.”

RECITALS

1. The District is required to remit contributions on behalf of employees performing covered plumbers’ work to each of the Plumbers Pension Funds. These funds are Taft-Hartley defined benefit funds which require employer contributions.
2. There are also other signatory crafts that have designated Taft-Hartley defined benefit pension funds to which the District is required to remit pension contributions, as identified in the Agreement, hereinafter collectively referred to as the “Other Funds.”
3. Both of the Plumbers Pension Funds require that contributions are employer contributions, and not employee deductions or deferrals.
4. Contributions to the Plumbers Pension Funds and the Other Funds have been remitted by the District on behalf of covered employees pursuant to the **Agreement between the Board of Directors, Tacoma School District No. 10 and the Pierce County, Washington Building and Construction Trades Council, AFL-CIO (September 1, 2017- August 31, 2021) (hereinafter “Agreement”)**, and pursuant to successive predecessor agreements dating back to July 1, 1981, (collectively, “Agreements”).
5. According to the language in the Agreements, the contributions to the Plumbers Pension Funds and the Other Funds are part of the Total Package for covered employees, but the Parties desire to clarify their intent as to whether the contributions as described therein are an employee or employer contribution.
6. The parties wish to clarify and correct all language regarding these contributions to the Plumbers Pension Funds and the Other Funds and to confirm that these contributions are, and always have been, employer contributions which may be accepted by the Plumbers Pension Funds and the Other Funds under the terms of each fund’s respective plan document.
7. Therefore, the parties agree to adopt the following clarifying language, as designated by underline (new text)/~~strikethrough (deleted text)~~ editing, to the Agreement with the

intention that it will also be given the same effect when interpreting the same or similar language in the prior Agreements:

Article IV, Section 6. Wages and Benefit Contributions, pages 5-6:

Definitions for Wage Calculations

The craft Prevailing Wage rates are determined for Pierce County by the Washington State Department of Labor and Industries.

The craft Prevailing Wage times the applicable percent identified in this agreement equals the employee's Total Package.

The Craft Pension Contribution is the amount allocated per hour, as defined by each craft, for craft pension contributions from the Total Package.

Employee Paid Fringe is the amount of reductions for craft pension contributions trust health and welfare contributions, or the amount for additional health care coverage.

Total Package – Craft Pension Contribution = Hourly Wage Rate

While a Craft Pension Contribution is a part of an employee's Total Package, the Craft Pension Contribution is an employer contribution and not an employee contribution. The Total Package will first be reduced by the amount of the Craft Pension Contribution as an employer contribution, then the Total Package, less the employer contribution, shall be paid to the employee as compensation, less any payroll deductions that were authorized by the employee on either a pre or post tax basis. Craft Pension Contribution is an employer contribution, which will be remitted directly from the Employer to the appropriate pension trust as defined by each craft as further set forth in Section 10 below. For avoidance of doubt, it is the intent of the Parties that all pension contributions are and were employer contributions that reduce the Total Package payable to the employee as wages and all other fringe and welfare benefits were employee contributions that were deducted from wages that were payable of the employee. Such welfare and fringe benefits were deducted from the employee's wages on either a pre or post tax basis in accordance with the applicable plan and the employee's election or payroll deduction authorization.

Hourly Wage Rate - Employee Paid Fringe health care = Net Wage Rate paid to the employee exclusive of taxes and other deductions.

Employee Paid Fringe costs will be a reduction on the employee's check and remitted to the appropriate trust as defined by each craft.

*** [signifies remaining text is unchanged]

**Article IV, Section 10. Health, Welfare and Pension Benefits and Trust,
pages 12-13:**

All pension and health care contributions will be based on all hours compensated (paid) per year unless otherwise specified by the craft trust.

Pension contributions will not be considered as part of an employee's wages. They will be considered as part of the total compensation package and are employer contributions to the respective craft pension trust funds.

Health and welfare ~~and pension~~ contributions will not be considered as part of an employee's wages. They will be considered as employee deductions and, depending on the type of deduction, will be either pre- or post- tax based on Section 125 of the Internal Revenue Code.

*** [signifies a portion of text is unchanged]

The District will maintain the existing health, welfare and pension plans under the following conditions:

1. For Union Trusts: Contributions to Union trusts shall be based upon all compensable hours including vacations and holidays unless otherwise specified by the applicable trust. In addition to scheduled employer contributions for Craft Pension Contributions and regular payroll deductions for Health and Welfare Benefits, the District may make contributions through payroll deduction to additional Union retirement and/or benefit programs by separate agreement with individual unions.

The Employer hereby agrees to be bound by all the terms of the Agreement and Declaration of Trust of each craft pension trust fund as that document may hereafter be amended or restated by the Trustees of each trust fund.

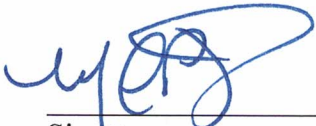
It is agreed that all Craft Pension Contributions shall be made at such time and in such manner as the Trustees of the applicable craft pension trust fund require, and the Trustees of each trust fund shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.

The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

*** [signifies remaining text is unchanged]

8. Any issues/questions regarding the enforcement of this MOU will be brought to the Labor/Management Committee for resolution.
9. This Memorandum of Understanding will apply retroactively to July 1, 1981 and is intended to address any and all contributions made by the District to the Plumbers Pension Funds and the Other Funds.
10. This memorandum constitutes the complete understanding and commitments of the parties. There are no oral or other agreements that modify this memorandum.

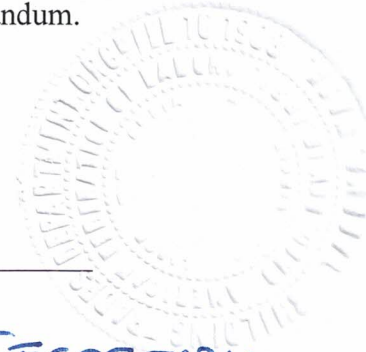
FOR TACOMA SCHOOL DISTRICT #10:




 Signature
MARK P MARTINER
 Printed Name

10/16/2021

 Date
EXECUTIVE SECRETARY
 Title



FOR THE COUNCIL:



 Signature
Forrest Griek
 Printed Name

10/19/2021

 Date
Director, Labor Relations & Whole Educator Support
 Title

MEMORANDUM OF UNDERSTANDING BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE PIERCE COUNTY, WASHINGTON BUILDING AND CONSTRUCTION TRADES COUNCIL (UNION)

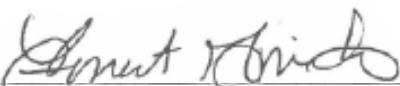
Memorandum of Understanding regarding Apprentices

This agreement between Tacoma Public Schools and the Pierce County, Washington Building and Construction Trades Council, AFL-CIO is to commemorate in writing an agreement regarding Apprentice Programs.

The parties agree to the following general guidelines:

- I. Starting in February 2022, Tacoma School District will begin a Pre-Apprentice Program targeted to the trades of the Local Unions that agree to participate. The expectation is that the pre-apprentice will graduate from the program and be accepted into a registered Apprentice Program with the applicable affiliated local Union. The pre-apprentice will work with the journeyman of the appropriate craft within the parameters of a trainee.
- II. Starting September 1st, 2022, the District will employ 1 full time Apprentice from UA Local 26. Starting September 1st, 2023, the District will employ 2 full time Apprentices from the applicable local Unions. The Apprentices will work with Journeymen of the appropriate craft. Apprentices will not be used to fill an FTE Journeyman position.
- III. Pre-Apprentice and Apprentice positions will be funded by the District. Pay rates for Pre-Apprentice will be decided by the District and Apprentice rates will be based on current percentage of prevailing wage per the current Agreement and the Apprentice's placement in classification. It is the intent of the applicable committee within the affiliated local Unions to give additional consideration to individuals that fully participated in and completed the Tacoma Public Schools Pre-Apprenticeship Program.

For the District:



Forrest Griek
Director, Labor Relations and Whole Educator Support

Date: August 8, 2022

For the Union:



Nathe Lawver, Executive Secretary
Pierce County Building and Construction Trades Council, AFL-CIO

Date: 8 August 2022