

# **AGREEMENT**

between the

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

and the

**South Sound  
Building and Construction Trades Council,  
AFL-CIO**

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

**Tacoma, Washington**

# **TACOMA SCHOOL DISTRICT No. 10**

## **BOARD OF DIRECTORS**

**Korey Strozier, President**  
**Chelsea McElroy, Vice President**

**Enrique Leon**  
**Elizabeth Bonbright**  
**Lisa Keating**

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**Joshua J. Garcia**

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**Building and Construction Trades Council, AFL-CIO**  
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# TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I	
RECOGNITION AND DEFINITIONS .....	1
Section 1. Recognition and Conformity to Law .....	1
Section 2. Definitions.....	2
Section 3. Favored Nations Clause.....	<u>2</u>
ARTICLE II RIGHTS OF THE BOARD .....	2
Section 1. Rights of the Board.....	2
ARTICLE III GENERAL CONTRACT PROVISIONS.....	3
Section 1. Grievance Procedure .....	4
Section 2. Union Security .....	5
Section 3. Hiring Procedures.....	<u>5</u>
ARTICLE IV WAGES, HOURS AND BENEFITS.....	5
Section 1. Wages and Benefit Contributions .....	5
Section 2. Hours.....	10
Section 3. Holidays .....	12
Section 4. Vacations .....	12
Section 5. Health, Welfare and Pension Benefits.....	13
Section 6. Use of Personal Vehicles.....	15
ARTICLE V GENERAL CONDITIONS.....	16
Section 1. Program Procedures.....	16
Section 2. Seniority.....	18
Section 3. Layoff and Recall Procedure .....	20
Section 4. Discipline.....	20
Section 5. Dismissals .....	20
Section 6. Leave with Pay .....	20
Section 7. Leave Without Pay.....	24
Section 8. Drug and Alcohol Testing <u>Reasonable Suspicion</u> .....	26
ARTICLE VI FURTHER PROVISIONS .....	28
Section 1. Agreement Clause .....	28
Section 2. Agreements .....	28
Section 3. Memoranda of Understanding and Appendices.....	28
Section 4. Copies of Agreement Clause.....	29
Section 5. Hepatitis Shots .....	29
Section 6. Minimum Workforce and Subcontracting.....	29
Section 7. Workday Clothing Requirements .....	30
Section 8. Duration Clause .....	30
Section 9. Pre-Apprentice Program.....	<u>30</u>

AGREEMENT .....	31
APPENDIX A: Salary Schedule.....	32
APPENDIX B: Performance Evaluation Report Form (Maintenance Employee) .....	33
APPENDIX C: Seniority List for Maintenance Employees.....	35
APPENDIX D: 2024-25 Maintenance and Operations Calendar.....	36
APPENDIX E: 2024-25 School Year Calendar.....	37
APPENDIX F: 2024-25 Partner Schools Calendar .....	38
APPENDIX G: MOU Western Conference of Teamsters Pension Trust.....	39
APPENDIX H: Maintenance Staff Safety Team (TO BE COMPLETED).....	43
APPENDIX I: Organizational Chart.....	44

## PREAMBLE

This Agreement is between the Tacoma School District No. 10 (hereinafter referred to as the “District”), the South Sound Building and Construction Trades Council (hereinafter referred to as the “Council”) and each of the Unions who are signatory hereto. This is the entire agreement between the parties and has been arrived at through the process of collective bargaining between the District and the Council on behalf of the signatory Unions affiliated with the Council.

The parties hereto agree as follows:

## ARTICLE I RECOGNITION AND DEFINITIONS

### Section 1. Recognition and Conformity to Law

The Board recognizes the Council as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all bargaining unit employees employed in classifications listed in this agreement. Any disagreement between the District and the Council regarding the appropriate bargaining unit for any employee(s) will be resolved pursuant to Ch. 41.56 RCW.

#### Conformity to Law/Non-Discrimination

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Tacoma School District and the South Sound Building and Construction Trades Council agree to comply with all State and Federal guidelines and/or regulations. Therefore, employees will not be discriminated against on the basis of race, color, national origin, sex, age, disability, Union activities or affiliation.

### Section 2. Definitions

1. **Board of Directors** of Tacoma School District #10.
2. **Contract year:** September 1 through August 31.
3. **Council:** South Sound Building and Construction Trades Council.
4. **Craft Foreman:** Craft Foreman is responsible for the direction and oversight of 9 or more individuals in their specified craft.
5. **Immediate supervisor:** First Level Administrator (Exempt) based on Organizational Chart (See Attached Appendix I)
6. **Regular employee:** A regular employee is an employee whose permanent assignment is for 2080 hours for the scheduled work year and has attained seniority status.
7. **Superintendent:** Superintendent of Tacoma School District No. 10
8. **Temporary employee:** An employee hired to work for six (6) months or less. Temporary employees shall receive the regular hourly rate of pay but shall receive no benefits other than the health, welfare, and pension benefits as negotiated for temporary employees. The six (6) month limitation may be extended only by mutual consent of the District and the Union. Temporary employees granted two (2) consecutive six (6) month periods of employment shall be considered a regular employee as defined in Article 1 Section 2 (5).

No temporary employee will be hired for the day shift until all qualified swing shift employees are given an opportunity to fill the position with the exception of temporary backfill for permanent day shift employees who are temporarily unable to work or for short term work that can only reasonably be accomplished on day shift. For purposes of this section, temporary backfill shall be defined as twenty (20) consecutive days unless otherwise mutually extended by the District and the Union.

9. **Temporary Leave Replacement Employees:** Temporary employees hired to replace a regular employee due to a temporary leave of absence will be considered a regular employee for purposes of established paid holiday and paid leave policies. Temporary leave employees shall choose the District's health and pension plans or the union health and pension plans, if applicable. Temporary leave employees will be laid off at the end of the temporary assignment but may apply for the position if posted.
10. **Temporary layoff:** A layoff of twelve (12) months or less.
11. **Union:** A signatory Union affiliated with the Council.
12. The District will notify the Council when organizational changes in the District result in changes to the titles of positions defined in this section.

### **Section 3. Favored Nations Clause**

"Both parties understand and agree the following is a permissive subject of bargaining and does not automatically roll over into subsequent collective bargaining agreements. If the District grants any other union that was formerly included in the Building Trades/TPS bargaining unit more favorable language, across-the-board wage increases, and/or benefit enhancement, than granted to the South Sound Building & Construction Trades, then the Building Trades affiliated unions shall be entitled to the more favorable language, across-the-board wage increases, and/or benefit enhancement to be implemented on the same date as negotiated with the other Union formerly affiliated with the Building Trades/TPS bargaining unit."

## **ARTICLE II RIGHTS OF THE BOARD**

### **Section 1. Rights of the Board**

1. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations related to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Council and the employees, and to the obligations imposed by this Agreement.

2. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations are the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or to take other disciplinary action against employees; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operations are conducted.

### **ARTICLE III GENERAL CONTRACT PROVISIONS**

#### **Section 1. Grievance Procedure**

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

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

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

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

**Level 2:** In the event the grievance is not satisfactorily resolved at Level 1, the Union shall, within five (5) regular working days following the receipt of the Level 1 written response, present the grievance to the Director of Facilities/Director of Purchasing with a copy to the Chief Operating Officer. If the grievance arises from Purchasing, the Union may proceed directly to Level 3.

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

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

**Level 4:** In the event the parties cannot satisfactorily resolve the grievance; the Council may request binding arbitration. If the Council determines to seek binding arbitration, it shall, within ten (10) regular working days after receipt of the Level 3 written response, submit a request, with a copy to the Superintendent, for a list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service, unless other arrangements are agreed to between the District and the Council. If the Council does not request arbitration within ten (10) regular working days, the grievance is waived. The parties will determine the arbitrator from this list by alternately striking names from the list. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning, and conclusions. The arbitrator will be without power or authority to make any decision which is outside the Agreement.

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

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

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

## **Section 2. Union Security**

1. The District shall deduct Union membership dues and/or representation fees from wages of an employee under the following conditions:
  - a. The employee must authorize dues deduction, or cancellation thereof, in writing to the Union.
  - b. The Union will notify the District in writing of the employee(s) to add to or delete from dues deduction. Said notice must be received by the District by the 15th of the current month to be deducted on the warrant issued on the 5th of the following month.
  - c. The dues deduction must be either:
    - i. A flat monthly amount,
    - ii. A percent of gross wages, or
    - iii. Cents per hour (converted, if necessary, to the equivalent percent of gross wages).
2. Hold Harmless as it pertains to Union Security: The union agrees to indemnify and hold the District harmless (suits by the District excepted) against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this section contingent upon the District's agreement with that the Union shall be authorized to defend such suit through an attorney of the Union's own choosing.

### **Section 3. Hiring Procedures**

1. **The Union reserves the following dispatch rights:**
  - The Union shall be the first informed of all job vacancies and posting dates 2 business days prior to Districts Website Posting.
  - Any job vacancies will remain posted on the District Website until the position is filled.
2. The District reserves the following hiring rights:
  - a. The right to request a former employee of an appropriate craft.
  - b. The right to request applicant(s).
  - c. The right to reject any Union referral.
  - d. Local established hiring hall rules shall apply, except as superseded by this Agreement.
  - e. In cases where the Union cannot provide personnel qualified as required by the District, the District will have the right to seek applicants from outside the Union.
3. The Union reserves the following dispatch rights:
  - a. The Union shall be the first to be informed of all job vacancies.
  - b. Any job vacancies will remain posted until the job is filled.

## **ARTICLE IV WAGES, HOURS AND BENEFITS**

### **Section 1. Wages and Benefit Contributions**

“Beginning with the 2024-2025 school year, the hourly wage rate will be calculated based on sixty-five percent (65%) of the State of Washington’s Prevailing Wage rates for Pierce County for each craft’s applicable Prevailing Wages.

Notwithstanding the foregoing, in the event the Prevailing Wage increases to the hourly wage covered under this Agreement does not exceed the Washington state defined IPD plus 1% (IPD + 1%) for that fiscal year (as measured on September 1<sup>st</sup> of each respective year), then the respective employee shall receive IPD + 1% as their hourly wage increase for that respective year (effective September 1<sup>st</sup>).

Beginning with the 2025-2026 school year, the hourly wage rate will be calculated based on sixty-five percent (65%) of the State of Washington’s Prevailing Wages rates for Pierce County for each craft’s applicable Prevailing Wages.

Notwithstanding the foregoing, in the event the Prevailing Wage increases to the hourly wage covered under this Agreement does not exceed the Washington state defined IPD plus 1% (IPD + 1%) for that fiscal year (as measured on September 1<sup>st</sup> of each respective year), then the respective employee shall receive IPD + 1% as their hourly wage increase for that respective year (effective September 1<sup>st</sup>).

Beginning with the 2026-2027 school year, the hourly wage rate will be calculated based on sixty-five percent (65%) of the State of Washington’s Prevailing Wages rates for Pierce County for each craft’s applicable Prevailing Wages.

Tacoma Public Schools and Trades Council  
September 1, 2024 to August 31, 2027

Notwithstanding the foregoing, in the event the Prevailing Wage increases to the hourly wage covered under this Agreement does not exceed the Washington state defined IPD plus 1% (IPD + 1%) for that fiscal year (as measured on September 1<sup>st</sup> of each respective year), then the respective employee shall receive IPD + 1% as their hourly wage increase for that respective year (effective September 1<sup>st</sup>)."

The District, on a one-time, non-precedent setting basis, shall retroactively pay the electricians the increase in the prevailing wage for September, 2024. The District shall pay this prevailing wage effective September 1, 2024. The District shall send the Union an e-mail confirming the same.

## **Definitions for Wage Calculations**

The Craft Prevailing Wage Rates are determined for Pierce County by the Washington State Department of Labor and Industries. All Trades work shall be performed by the appropriate trades' person. If an employee performs trades work that is out of scope of their regular craft, and the out-of-scope work is approved by their immediate supervisor (exempt) to be performed, the employee will be paid the higher hourly rate between the two, as shown in the Craft Chart in Article IV Section 1 for the members represented by the SSBCTC. Nothing in this section shall cause an employee to have a reduction in pay.

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, per the Pension MOU 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 and paid in accordance with the State of Washington’s Prevailing Wage rates effective September 1st and March 2nd, paid on the next payroll cycle following any noted increases for each craft as listed:

<b>CRAFT</b>	<b>Identified Prevailing Wage craft</b>	<b>Sub craft</b>
<b>ELECTRICIAN</b>		
Journeyman	Electricians – Inside	Journey Level
Controls Electrician	15% greater than Electricians - Inside	Journey Level
<b>FLOOR COVERERS</b>		
Journeyman	Soft Floor Layers	Journey Level
<b>GLAZIERS</b>		
Journeyman	Glaziers	Journey Level
<b>LABORERS</b>		
Journeyman	Laborers	General Laborer
<b>OPERATING ENG</b>		
Journeyman	Power Equipment Operators	<u>Mechanic’s all</u>
<b>PAINTERS</b>		
Journeyman	Painters and drywall <u>tapers</u> average of combined rates	Journey Level
<b>PLUMBER/PIPEFITTERS</b>		
Journeyman	<u>Plumbers and Pipefitters</u>	Journey Level
<u>HVAC-R</u>	<u>Refrigeration and Air Conditioning Mechanics</u>	<u>Journey Level</u>
HVAC-R Controls Technician	15% greater than <u>Refrigeration and Air Conditioning Mechanics</u>	Journey Level
<b>ROOFERS</b>		
Journeyman	Roofers	Journey Level
<b>SHEETMETAL</b>		

Journeyman**	Sheet Metal Workers	Journey Level (Field or Shop)
<b>TEAMSTERS</b>		
Maintenance (Constr. Trades)	Based on Schedule A provided each August	
Warehouse (Allied)	Truck Drivers	Other Trucks

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

“In the event the District creates a new job classification for work covered by this Agreement, it will notify the Council who will have the opportunity to negotiate with the District over all mandatory subjects of bargaining to the extent required by law. If there is a dispute as to whether the classification is covered by this Agreement, the matter shall be referred to the Washington State Public Employment Relations Commission Mediation Services for adjudication.”

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

Team Leads will be paid \$4.25 more per hour above the applicable District craft wage. A team lead is defined as the craft employee receiving the work order from their immediate supervisor (Exempt), Craft Foreman, or foreman and oversees the completion of the workload. Each craft with a minimum of four (4) employees will have a designated lead to their craft. Crafts with less than four (4) employees will be as follows, the Roofers, Painters, Glaziers, Carpet and Linoleum Layers, and Sheet Metal Workers unions shall be considered a team and have their own team lead, and the IUOE shall be in the same team as the Teamsters.

Foreman will be paid an additional Ten Percent (10%) per hour above the highest District Craft Foreman wage.

1. The Foreman position is a working bargaining unit position, and the foreman directing work for employees covered by this agreement will be a member of a craft working under the scopes spelled out in this Agreement.
2. The Foreman will continue to accrue all seniority, leaves and benefits of the current bargaining agreement for their craft.
3. The foreman will be a non-working foremen position except for emerging or emergency work that arises within the jurisdiction of the craft that the foreman is a member of. However, the issuance of overtime will be offered based on the seniority list of that craft, and only when the needed number of seniority craftsman is not fulfilled will the Foreman be eligible for unscheduled volunteer overtime. The intent of this language is to not displace a craft’s persons working with the tools with a foreman.

4. The advancement to craft foreman from within the trades, will create a vacancy which will be filled by a bargaining unit person of the same craft. The vacated position will be posted, and the effected Local Union will be made aware of the need for a replacement craftsman for the vacated position. The vacated position will be filled based on current CBA language and within a reasonable time.
5. The posting will be executed within 30 working days of the created vacancy.
6. Should the Craft Foreman no longer hold the position of Craft Foreman they will be allowed to return to the Craft they were promoted from at Tacoma School District. They will be reinserted into that crafts Seniority list based on the existing Seniority Contract Language.
7. Craft Foreman will be paid an additional 5% per hour above the highest District craft Lead wage.

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

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

In the event of lowering of the Prevailing Wage rates for a particular craft(s), the elimination of Prevailing Wage by the State of Washington, Prevailing Wage increases in a particular year by more than (4 %), or the District experiences a significant loss of revenue, either party may request to reopen for wage negotiation within sixty (60) days prior to August 31 of the current contract year for the purpose of negotiating wage changes.

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

Employees assigned to work swing shift shall be paid a premium of \$1.50 per hour. Assignments to swing shift will be selected from volunteers or appointed by the District based on the District's needs.

The parties will work together collaboratively to draft a Memorandum of Understanding (MOU) with the following terms:

- a. The duration of the MOU shall be two (2) years from its effective date.
- b. The MOU shall create a "swing shift team lead". The premium for the team lead will apply to all hours compensated.

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.

In the event the District requires additional state certification or licensing other than what would normally be expected for a position in the bargaining unit, the employee shall receive Seventy-Five cents (\$0.75) per hour increase in pay.

Tacoma Public Schools and Trades Council

September 1, 2024 to August 31, 2027

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

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

## **Section 2. Hours**

1. The District will consider a ten (10) hour workday equal to a one and one-quarter (1.25) eight (8) hour workday for the purpose of benefits such as leaves and vacations.
2. An employee is allowed a one-half (1/2) hour duty-free lunch period exclusive of the assigned work hours.
3. The District will schedule a paid rest period of fifteen (15) minutes for each four (4) hours of working time.
4. Regular employees will work a five (5) or four (4) day schedule equaling a 2,080-hour year including vacation and holidays provided, however, the District at its discretion may lay off employees.
5. The District will establish regular starting and ending times. Once an employee's hours are established, a minimum of two (2) weeks' notice to the employee is required before changing work hours. An employee must work a minimum of one (1) work week at the established hours before a change in work hours. An employee's shift shall be either eight (8) hours Monday through Friday or ten (10) hours Monday through Thursday, exclusive of lunch as follows:

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

- a. Day shift between the hours of 6:00 a.m. and 4:30 p.m. Four/tens (summer) between the hours of 6:00 a.m. and 6:00 p.m. or as provided for by separate craft agreement.
- b. Swing shift between the hours of 1:00 p.m. and 1:00 a.m.
- c. Graveyard shift between the hours of 10:30 p.m. and 8:30 a.m.
- d. Management will staff both shifts five (5) days a week. Management reserves the right to swap days during the school year for the morale of the team. Management also reserves the right to have only four (4) days covered Monday through Thursday.
- e. If any holiday falls within an employee's regular shift schedule, those days will be observed and compensated accordingly. If any holiday falls on a day outside of the employee's regular shift, for

Tacoma Public Schools and Trades Council

September 1, 2024 to August 31, 2027

Friday and Saturday, the preceding day of the regular shift shall be observed as the holiday, and if the holiday falls on a Sunday or Monday the succeeding day of the regular shift shall be observed as the holiday.

f. It is the intent of the parties that no employee will be assigned to work on the holidays described in Article IV, Section 8 of this agreement.

6. All time outside of the assigned eight (8) or ten (10) hour shift or forty (40) hours per week shall be paid at the appropriate overtime rate. Any work performed on a Saturday shall be paid at one and one-half (1.5) times the regular rate of pay. For the purposes of overtime assignment, employees who use unscheduled leave during that work week will be placed at the bottom of the seniority list for that week's unscheduled shifts. On the seventh (7<sup>th</sup>) consecutive day and on Sunday, the rate of pay shall be at double the regular rate of pay for the hours worked.

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

Employees required to work without eight (8) hours off from the end of their last shift shall be considered on overtime and paid at one and one-half (1.5) times the straight time rate of pay for four (4) hours and then two (2) times the straight time rate of pay for any additional hours worked, until such time as the employee receives at least eight (8) hours' time off between successive shifts.

7. For employees who work four (4) days per week for ten (10) hours per day in weeks of less than five (5) working days, either of the following may apply.
  - a. Each workday shall be eight (8) hours.
  - b. Employees shall work three (3) ten-hour days and may take two (2) hours of available leave.

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

8. A temporary employee assigned to work on identified early release days, who has the workday shortened due to the early release, shall be compensated as though they had completed their regular shift for the day.
9. Employees who work four (4) days per week for ten (10) hours per day may use two (2) hours of vacation leave, extraordinary leave or leave without pay on paid

eight (8) hour day holidays. Use of extraordinary leave to extend a holiday is permitted in this instance. Use of leave without pay without exhausting all other relevant leaves is permitted in this instance. Utilizing these leaves in this instance will not impact an employee's eligibility for an attendance incentive.

### Section 3. Holidays

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

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

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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	Juneteenth
Christmas Day	Independence Day

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Note: Any State Observed/ Recognized Holiday added will be negotiated through an MOU.

2. If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on a Sunday, then Monday will be a paid day off. When a two (2) day holiday falls on a Saturday and/or a Sunday, the District will schedule days off with pay for the holiday(s) that fall on the weekend.
3. If an employee is required to work on the day after Thanksgiving, December 24, December 31, or Friday of Spring Break, the employee shall be paid time and one-half the regular rate of pay for the hours worked plus pay for the holiday. If an employee is required to work on the calendar date of any other holiday, the employee will be paid double time the regular rate of pay for the hours worked plus pay for the holiday.
4. If a temporary employee works a regular shift on the scheduled day before and the scheduled day after a holiday, the temporary employee shall be paid for the holiday.

### Section 4. Vacations

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

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

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

Any unused vacation may be cashed out consistent with Article IV Section 4.7 of the agreement and subject to DRS requirements up to a maximum of thirty (30) days upon retirement or separation from the District.

Swing shift personnel who take vacation leave during summer months shall receive the swing shift differential pay per hour when taken in blocks of forty (40) or more hours. The amount will be consistent with swing shift differential pay as stated in Article IV, Section 1. The Independence Day holiday, if it is part of a swing shift employee’s forty (40) consecutive hours or more away from work when combined with vacation leave, counts toward the forty (40) hour block, and will be paid at the shift differential rate for those employees otherwise on vacation and away from work for forty (40) consecutive hours or more.

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

**Section 5. Health, Welfare and Pension Benefits and Trust**

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

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 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.

## Benefits Contributions

The District will contribute one hundred percent (100%) of the state required contribution for the Health Care Authority per month, per FTE, for current eligible employees of the Trust to offset the required contribution to the state for retirees of \$64.40 per month per FTE. This contribution will not be charged against the employee for the calculation of wages.

Health and welfare benefits for crafts outside the District's Sound Partnership Trust will be paid up to a maximum of the state allocation per month for current full time equivalent employees as an employer reimbursement or as allowed under Section 125 of the Internal Revenue Code.

For crafts participating in the District's Sound Partnership Trust, the District shall provide an insurance contribution to the Trust of the state allocation amount per month, per FTE for current eligible employees.

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.

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

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

Tacoma Public Schools and Trades Council  
September 1, 2024 to August 31, 2027

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

## **Section 6. Use of Personal Vehicles**

1. Travel Allowance
  - a. An employee required to use a private automobile to travel on school business shall be compensated at the IRS established rate.
  - b. Travel from home to work or first place of call and from work or last place of call to home is not reimbursable.
2. The District will reimburse an employee for slashed tire(s) and/or vandalism damage caused to a vehicle which occurred in the course of his/her employment pursuant to the following conditions:
  - a. A police report must be filed and a copy of said Case Number or Report must be provided to the Director within ninety-six (96) hours of the incident. In addition, the District may at its discretion require an employee to show evidence of damage.
  - b. The reimbursement shall be subject to a \$1,000 maximum reimbursement of actual expenses of each loss.
  - c. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance benefits.
  - d. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the Director of Facilities/Director of Purchasing within thirty (30) days of loss or damage, or the claim is waived.
  - e. The total obligation for reimbursement by the District is \$25,000 for each year for all District employees.
  - f. When an employee's vehicle is damaged in a school setting or in the course of employment, the District will reimburse the employee, up to \$1,000 per incident, for damage caused to their personal vehicle. Damage to an employee's vehicle by the District, or as a result of a District action, will be fully covered.
3. The District will reimburse an employee for damage or loss of personal property, vehicles excluded, used by the employee in the course of his/her employment pursuant to the following conditions.

- a. The reimbursement shall be subject to a fifty-dollar (\$50) deductible with a \$1000 maximum reimbursement of each loss.
- b. Reimbursement shall be based upon a reasonable estimate of current value.
- c. The District may, at the District's discretion, require an employee to show reasonable evidence of theft or damage.
- d. An employee must take reasonable care to protect his/her personal equipment.
- e. Loss or theft of cash will not be covered.
- f. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor (Exempt) within thirty (30) days of the loss or damage, or the claim is waived.
- g. The District's obligation for such loss is a maximum of \$20,000 for each year for all District employees.

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

## ARTICLE V GENERAL CONDITIONS

### Section 1. Program Procedures

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

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

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

2. The District will not require an employee to transport District supplies, materials, or tools in a private vehicle.
3. Any new position, opportunity to change shifts, special assignment, or vacancy within Building and Grounds and the Warehouse shall be posted a minimum of one week, within fifteen (15) calendar days of such vacancy, except the fifteen (15) day requirement will be suspended from March 15<sup>th</sup> to June 30<sup>th</sup> each year, in order to provide an opportunity for any employee to express interest. The notice provision may only be changed in the event of an emergency. Team leader and temporary team leader positions will be posted for

Tacoma Public Schools and Trades Council  
September 1, 2024 to August 31, 2027

informational purposes. Team leaders and temporary team leaders are selected at the immediate supervisor's (Exempt) discretion including consideration of the following criteria: maturity, ability to see the overall nature of the work and well-developed skills in all areas; leadership, generally recognized by management and the crafts employees as reliable; team player, works well with others towards department and project goals and objectives; supportive of management, past record indicates support of and cooperation with management in problem solving; craft orientation, works in a craft compatible with the position and enhances the mix of crafts among the team leaders.

- a. In addition to posting, the District shall notify the South Sound Building & Construction Trades Council of any new positions, opportunities to change shifts, special assignments or vacancies within Building and Grounds and Facilities within five (5) calendar days of the position becoming vacant.
  - b. If the position is not filled within forty-five (45) calendar days of the posting, and when it is filled the person selected has been serving in the position as a temporary employee, the person serving in the position will receive the regular rate of pay and all accrued regular employee benefits, including seniority, retroactive to the forty-fifth (45th) day after the posting.
4. Labor/Management Committee: At least quarterly, or at the written request of either the District or the South Sound Building and Construction Trades Council, labor/management meetings shall be held, with no loss of pay to the employees, at a time mutually agreed upon.

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

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

## 5. **Annual Evaluations**

Maintenance personnel shall be evaluated on or before August 31 annually and shall be notified by November 1 as to who is responsible for completing the evaluation. No employee in the bargaining unit shall be assigned to evaluate another employee in the bargaining unit. Twice yearly, employees assigned as Team Leads will give feedback to the employee and the Evaluator in a meeting attended by the employee, Team Lead, and Evaluator. The purpose of the annual evaluation shall be to provide feedback on employee performance, not as a basis for promotion, demotion, or discipline. The Union retains the right to review the outcome and process of the annual evaluation by request of the employee.

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

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

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

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

## **Section 2. Seniority**

1. The principle of seniority within each union affiliation and by trade classification is hereby established for regular employees.
2. Seniority is the continuous service as a regular employee with the District in a specific union based on the date of hire by the Board (union affiliation seniority); provided, however, the seniority of an employee established as of March 25, 1982, shall continue in effect. An employee who transfers to the maintenance or warehouse bargaining unit or who changes trade classification will have trade classification seniority based on the first day of employment in the new unit or in the new trade classification but maintains the

Tacoma Public Schools and Trades Council

September 1, 2024 to August 31, 2027

employee's union affiliation seniority. An employee shall have seniority established only after completing six (6) months of probationary employment with the District.

- a. The District will strive to assure an equitable allocation of overtime. Any unplanned overtime will be assigned to the employee presently performing the task on the site. For planned overtime, it shall be offered first to qualified permanent employees by seniority, then to temporary employees.
  - b. Each Teamster shall be allowed to bid on his/her route assignment, based on seniority, once per year.
3. An employee's seniority shall be terminated under the following conditions:
- a. If the employee is terminated for cause.
  - b. If the employee terminates employment or fails to report to work for three (3) consecutive working days without proper notification or authorization.
  - c. If the employee fails to report within forty-eight (48) hours, Saturdays, Sundays, and holidays excluded, after official notification of recall.
  - d. If the employee has been laid off from the District in excess of one (1) calendar year.
  - e. If the employee does not maintain employee status with the District
  - f. An employee who has been injured on the job will retain seniority for one (1) year from the date of injury. The District will review each employee who is on industrial insurance for one year on a case-by-case basis. The District, at its discretion, may extend an employee's seniority if there is reason to believe the employee will be able to return to full duty in a short period of time. The District will notify the employee of the extension in writing with a copy to the Building Trades Council. If the employee's seniority is not extended, the District will notify the employee in writing with a copy to the Building Trades Council.
  - g. The employee has not worked within the last twelve months and has been on leave without pay (except for active-duty military leave) status during that time. An employee must work thirty (30) consecutive workdays at assigned duties in order to maintain his or her seniority.
  - h. There will continue to be two (2) seniority lists for the Teamsters Warehouse and Purchasing employees. The District shall send the Union an e-mail confirming the same.

### **Section 3. Layoff and Recall Procedure**

The District will lay off by trade classification by seniority, with the least senior employee in the trade classification laid off first. If an employee is subject to layoff in the employee's current trade classification but has union affiliation seniority and is qualified for a trade classification within that union affiliation where there is a less senior employee, the employee may transfer to the other trade classification,

Tacoma Public Schools and Trades Council

September 1, 2024 to August 31, 2027

displacing the less senior employee who will be laid off. Temporary employees will be laid off before regular employees.

Regular employees who are laid off will be placed on a layoff list for twelve (12) months from the date of layoff. The District will give persons on the layoff list preference by seniority for rehire as a regular employee or temporary employee; if rehired to a regular employee position within twelve (12) months, said employee's previous hire-in date will establish the employee's seniority.

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

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

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

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

#### **Section 4. Discipline**

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

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

#### **Section 5. Dismissals**

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

## Section 6. Leave with Pay

### 1. Statement of Cause of Absence

An employee claiming benefits of the leave provisions shall fill out the absence report forms as required by the District. Forms will be provided by the District. If reason(s) for absence, as certified on this form, are found to be inaccurate, the employee will be subject to appropriate consequences; willful falsification of payroll records will result in discipline up to and including termination. If an employee has been disciplined with regard to the use of leave benefits, the employee may be required to comply with additional conditions and requirements.

2. Employees claiming benefits of more than five (5) consecutive days from accumulated sick leave (or four (4) consecutive days for employees working a four (4) day per week, ten (10) hour per day schedule) shall submit a medical report the sixth or fifth working day of illness and every thirty (30) working days thereafter while the illness persists. Employees returning from sick leave of more than five (5) or four (4) days must have written approval of their physician. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived.
3. Regular employees will be credited with twelve (12) days of sick leave each September 1. Sick leave must be used for absences caused by illness, injury, disabilities including those caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, or illness or injuries to family members covered by the State Family Care Act, RCW 49.12.265-295. In addition, sick leave shall apply to emergencies for up to three (3) days per year.

The following conditions apply to emergencies:

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

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

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

#### Supplemental Condition for Sick Leave Buy-Back:

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

#### 4. Jury Duty, Subpoena Leave

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

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

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

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

#### 5. Bereavement Leave

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

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

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

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

6. Attendance Incentive

As an attendance incentive, any employee who does not use any unscheduled leave for three (3) consecutive months in a specified quarter, January-March, April-June, July-September, October-December will receive an additional eight (8) or ten (10) hours of vacation leave depending upon the shift they are assigned when the leave is utilized, which must be used in eight (8) or ten (10) hour increments. In lieu of the additional eight (8) or ten (10) hours of vacation leave, the employee may, at his/her option, receive an attendance stipend equal to their craft rate of pay times the hours of the shift they are working. Employees may utilize one (1) day of extraordinary leave, bereavement, jury duty, military leave, and no more than sixteen (16) hours of sick leave or family leave when assigned eight (8) hour shift or twenty (20) hours if assigned a ten (10) hour shift (combined) and remain eligible for the attendance incentive. Incentive leave must be used within six (6) months of issue. Attendance leave not used will be cashed out on August 31<sup>st</sup> and February 28<sup>th</sup>. Leave utilized pursuant to Article V, Section 6.9 does not invalidate an employee's eligibility for an attendance incentive.

7. Family Illness Leave

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

8. Extraordinary Leave

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

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

- b. The procedures for obtaining extraordinary leave are as follows:  
For the purpose of extraordinary leave, a day will be defined by the hours per shift that the employee is working when the leave is utilized (i.e. eight (8) hour shift equals one day if assigned eight-hour shifts; ten (10) hours if assigned to a ten-hour shift).

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

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

9. Leave for Class time for State Licensing or Certification

For the current contract cycle, Employees in crafts which require state licensing or certification shall receive up to a total not to exceed thirty (30) hours, of paid leave for hours spent in classes related to such certification provided satisfactory course completion and or proof of a current valid license is submitted to the District by the employee.

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

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

- a. Any employee who is a member of the Washington National Guard or any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060, upon presentation of valid orders.
- b. Military leave shall be granted in order that the person may take part in active-duty training, when required to do so by the military service, if such duty cannot be taken during non-workdays.
- c. When military leave is granted, the employee shall receive his or her regular pay from the District.

**Section 7. Leave Without Pay**

1. Parental and Adoption Leave

- a. An employee should notify the Human Resources Department by the end of the fourth month of pregnancy to assist the Department in planning for a replacement employee. Parental and adoption leave shall apply to male and female employees and shall begin at a time determined suitable by the employee and the attending physician after consultation with the Human Resources Department. Insofar as possible, parental leave shall begin at a time which is consistent with the orderly continuance of the program.
- b. When parental leave commences, the employee will indicate to the Human Resources Department, the length of time he/she

Tacoma Public Schools and Trades Council

September 1, 2024 to August 31, 2027

- anticipates being on leave. A female employee shall not be required to leave work during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job.
- c. If the employee indicates a desire to return to work within eight (8) calendar weeks after the birth of the child and has the approval of her personal physician, she may return to her previous assignment. Should parental leave exceed eight (8) calendar weeks after the birth of a child, the District will reassign the employee to the position of last assignment or one (1) of equal pay.
  - d. An employee who is legally adopting a child (six (6) years or younger) may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee may choose to use paid sick leave and extraordinary leave before or after the actual adoption for up to six (6) weeks if the adoption occurs within the United States or up to eight (8) weeks if the adoption occurs outside the United States, up to the amount of his/her accrued paid leave. The District will reassign the employee who returns from adoption leave to the position of last assignment or one (1) of equal pay.
  - e. Parental and adoption leave shall not extend beyond eighteen (18) months of the date on which the child was born or placement in the case of adoption. Parental and adoption leave may be shared by the parents if it does not exceed the amount available under the contract. The benefits of the federal and state Family and Medical Leave Act laws may apply.

## 2. Political Leave

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

- a. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to leave.
- b. If the employee is elected to the office, the Board may return the employee to the same or mutually agreed-upon position until such time that employee's elected term of office necessitates leaving assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with assignment.
- c. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year.
- d. It will be assumed that the employee wishes to return to the position of last assignment unless the employee notifies the Superintendent in writing, by March 18 prior

Tacoma Public Schools and Trades Council

September 1, 2024 to August 31, 2027

to the expiration of leave. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. Political leaves may be granted for one (1) year or a fraction of a year. Upon return from this type of leave, the employee may be returned to his/her same position. If political leave is extended beyond one (1) year, the person's right to return to original position cannot be guaranteed.

3. Military Service (Active Duty) Leave

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

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

4. Recuperation Leave

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

**Section 8. Drug and Alcohol Testing Reasonable Suspicion**

1. If the District determines that it has reasonable suspicion that an employee may be under the influence of drugs or alcohol, the District may direct that employee to immediately accompany a District administrator to a medical facility for testing. Employees will be asked to submit only to a urine test for drugs and/or a breath test for alcohol.

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

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

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

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

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

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

2. The Business Representative of the Union will be given a courtesy telephone call that the District will be requiring a drug urine or alcohol breathalyzer test of an employee and will describe the underlying circumstances leading to the reasonable suspicion finding.
3. All positive tests will be subjected to a second confirmation test to ensure the validity of the initial test results. All drug tests will be reviewed by a certified Medical Review Officer (MRO) before verified results are reported to the District's designated administrators in the Human Resources Department. The employee will be given a chance to explain the reason for a positive test to the MRO. The MRO will follow the U.S. Department of Transportation published rules and guidance in making these professional determinations. The employee's medical information, other than the results of testing, will not be disclosed to the District.

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

## **ARTICLE VI FURTHER PROVISIONS**

### **Section 1. Agreement Clause**

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

### **Section 2. Agreements**

This Agreement will be effective after ratification by the Board and the Council and execution by the authorized representatives thereto.

### **Section 3. Memoranda of Understanding and Appendices**

The Council and the District have reviewed all memoranda of understanding that could be identified by either party. The Memorandum of Understanding signed by the parties in December 2003 regarding health benefits for carpenters, the Memorandum of Understanding signed by the parties in May 2004 regarding health benefits for plumbers and pipefitters, the Memorandum of Understanding signed by the parties in November 2006 regarding division of work between painters and plumbers, and the Memorandum of Understanding signed by the parties in December 2013 regarding annual evaluations will each be included in the contract as an appendices. Other appendices shall be the 2024-2025 salary schedule, showing total hourly rates and the rates as adjusted for pension, health, and welfare contribution; a current evaluation form; a seniority list accurate as of September 1, 2024; twelve (12) month work and school year

calendars for 2024-2025 and 2025-2026. The Pension MOU that was agreed to in October 2021 will also be attached to this CBA. Refer to Article IV Section 5.

#### **Section 4. Copies of Agreement Clause**

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

#### **Section 5. Hepatitis Shots**

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

#### **Section 6. Minimum Workforce and Subcontracting**

1.

- a) The District will maintain a workforce of a minimum of fifty (50) full-time paid employees during the agreement, 2024-2027.
- b) Local Union Hiring Halls: When the District has placed a verbal or written order for referrals of workers from the Local Union and should a shortage of applicants exist and they cannot be supplied by the Local Union within forty-eight (48) hours from the time workers are required to report to the District, the District may then seek applicants from other sources. If the District so hires employees from sources other than the Local Union, the District shall notify the Union and the South Sound Building & Construction Trades Council Executive Secretary, giving the names, addresses, and craft of the employee(s) hired within five (5) days of the date of employment.
- c) The District shall maintain its right to subcontract work. However, the District shall not subcontract work covered by the classifications included in this agreement unless the regular employees employed in all classifications are used first. This is a commitment not to use outside contractors at times when regular employees are available.

As an exception to the foregoing commitment, the District may still subcontract if any of the following conditions occur:

- a. The required services are uncommon to district employees because they are special, highly technical, particular, or unique in character.
- b. The required services involve the use of equipment or materials not possessed by the District at the time and place required.
- c. When services of a contractor are necessary for health and safety reasons.
- d. The regular employees qualified to perform the work are assigned to another project and/or can't be assigned to do the work in a timely manner.

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

## **Section 7. Workday Clothing Requirements**

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

Each September, employees will be allowed to purchase up to a value of \$600 annually (September- August). This amount will be increased to \$650 on September 1, 2024, to \$700 effective September 1, 2025, and \$750 effective September 1, 2026. New employees will receive the annual allocation upon hire. Allocations will not be carried over from year to year. All employees' visible work wear will have the District-approved logo sewn onto the left breast pocket area. Employees may add their name to the right breast pocket area.

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

TPS and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement. It is Agreed that a Maintenance Staff Safety Team will be formed and negotiated into a MOU (Appendix H), as a part of this Agreement, for the betterment and safety of the Tacoma School District as a whole.

## **Section 8. Duration Clause**

This Agreement shall be effective September 1, 2024 and shall continue in full force and effect until August 31, 2027.


## **Section 9. Pre-Apprentice Program**

The parties to this contract will meet and develop a CTE style Pre-Apprenticeship program, as well as work with existing state approved apprenticeship programs for interested crafts. In order to facilitate the creation of this new program, a joint committee will be created and will begin discussions on the details. The work of the joint committee will be to develop the operational procedure and guidelines for this program and reduce it to writing, as well as forming MOU's that will then become a part of this negotiated agreement (See Appendix A). This program will be considered as on a trial basis and will expire at the end of the current contract without mutual agreement by the parties to extend the program.

**AGREEMENT**

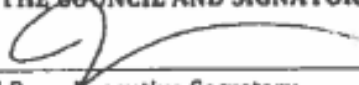
This Agreement is made and entered into by and between Tacoma School District #10 and Pierce County, Washington, Building & Construction Trades Council, and each of the Unions signatory hereto.

**FOR TACOMA SCHOOL DISTRICT #10**


  
\_\_\_\_\_  
Corey Strozier, President  
Board of Directors

23 Jan. 2025  
Date

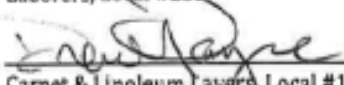
**FOR THE COUNCIL AND SIGNATORY UNIONS**

  
\_\_\_\_\_  
Jared Ross, Executive Secretary  
South Sound  
Building & Construction Trades Council

23 Jan. 2025  
Date

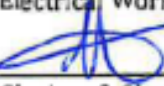
  
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Laborers, Local #252

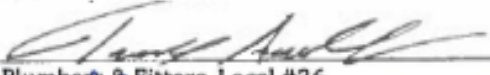
  
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Teamsters, Local #313

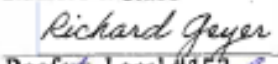
  
\_\_\_\_\_  
Carpet & Linoleum Layers, Local #1238

  
\_\_\_\_\_  
Electrical Workers, Local #76

  
\_\_\_\_\_  
Painters, Local #300

  
\_\_\_\_\_  
Glaziers & Glass Workers, Local #188

  
\_\_\_\_\_  
Plumbers & Fitters, Local #26

  
\_\_\_\_\_  
Richard Geyer  
Roofers, Local #153

  
\_\_\_\_\_  
Operating Engineers, Local #612

  
\_\_\_\_\_  
Sheet Metal Workers, Local #66

SALARY SCHEDULES

2024-2025 TRADES SALARY SCHEDULE  
Effective March 6, 2025  
Hourly Rates

CLASSIFICATION	Steps	
	01 A	After completion of 19 years *B
Electrician	58.32	62.69
Electrician, Controls	67.07	72.10
Floor Coverers	45.14	48.53
Glazier	53.87	57.91
Laborer	41.52	44.63
Operating Engineer	57.69	62.02
Painter	43.36	46.61
Plumber/Pipefitter	59.07	63.50
HVAC-R	62.05	66.70
HVAC-R Controls	71.36	76.71
Roofer	43.84	47.13
Sheetmetal	66.90	71.92
Teamster	51.61	55.48
Warehouse	51.61	55.48

Hourly wage is based off of the greater of 65% of the State of Washington's Prevailing Wage Rates for Pierce County for each craft's applicable prevailing wage or prior year wage x IPD plus 1%.

\*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 rate for Painter is the average for Painters and Drywall.

Wage rates for Teamsters, Truck Drivers, Other Trucks are the Schedule A wages listed in the Teamsters Local 313 AGC agreement.

Controls Electrician and HVAC-R Controls will be paid an additional 15% per hour above the applicable District craft wage.

Leads will be paid \$4.25 more per hour above the applicable District craft wage.

Craft Foreman will be paid an additional 5% per hour above the applicable Craft Lead wage.

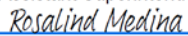
The Foreman

Swing shift work will be paid an additional \$1.25 per hour

Approved by:

  
Rosalind Medina (Jun 16, 2025 09:46 PDT)

Assistant Superintendent, Human Resources

  
Rosalind Medina (Jun 12, 2025 16:00 PDT)

Chief Financial Officer

06/12/2025

**APPENDIX B**

**PERFORMANCE EVALUATION**

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"/>
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**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"/>
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**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 LISTING BY TRADE**

Maintenance Staff Seniority Date - Sorted by Craft

Name	Title	Seniority Date
<b>ELECTRICIAN</b>		
Tomlin, Joe	Electrician	10/25/2004
Dahl, Stein	Electrician	12/18/2006
Russell, Daniel	Lead Electrician	06/16/2014
Cozine, Alexander	Controls Electrician	10/01/2018
Muttart, Garrett	Controls Electrician	03/01/2019
Matson, Robert	Electrician	12/09/2019
Peters, Rick	Electrician	10/02/2023
<b>GLAZIER</b>		
Broom, Robert	Glazier	05/27/2015
<b>LABORER</b>		
Wilson, Roney	Laborer	11/30/2011
Sweeney, Scott	Lead Laborer	04/24/2013
Welcome, Johnnie	LWOP Maintenance (Laborer)	04/25/2013
Meyers, Mark	Laborer	09/02/2014
Benavides, Ryan	Laborer	09/03/2014
Glenn, William	Lead Laborer	11/05/2014
Sweeney, Kari	LWOP Maintenance (Laborer)	12/10/2015
Schutt, Ryan	Lead Laborer	02/01/2016
Canley, Benjamin	Laborer	08/04/2016
Rotter, Jennifer	LWOP Maintenance (Laborer)	02/13/2017
Fleury, Jeremy	Laborer	09/24/2018
Keeling, Steven	Laborer	01/07/2019
Eubanks, Isaiah	Laborer	06/07/2021
Larson, Todd	Temporary Leave Laborer	06/07/2021
Messersmith, Andrew	Laborer	12/20/2021
Schutt, David	Laborer	04/26/2022
Fejerang, Reginald	Laborer	05/09/2022
Evans, Marun	Grounds Maintenance Laborer Turf	02/06/2023
Williams, Anthony	Laborer	03/27/2023
Daley, Michael	Temporary Leave Laborer	07/03/2023
Merchant, Sylvia	Temporary Leave Laborer	07/03/2023
Richards, Teanna	Temporary Leave Laborer	06/18/2024
Rupert, Marcus	Laborer Temporary	06/18/2024
Jensen, Niels	Laborer	02/06/2026
<b>TRUCK MECHANIC</b>		
Johnson, Christopher	Truck Mechanic	05/01/2023
Johnson, John	Temporary Truck Mechanic	11/13/2023
<b>PAINTER</b>		
Meredith, Micheal	Painter	08/26/2011
Munoz, Ivan	Painter	03/13/2023
<b>HVAC</b>		
Thompson, Aaron	HVAC Apprentice	06/17/2024
Martin, David	HVAC Controls Technician	08/31/2020
Antrich, Adam	HVAC Refrigeration Mechanic	02/26/2020
Gavasso, Ronald	HVAC Refrigeration Mechanic	05/30/2023
Bogdanovich, Drew	HVAC Refrigeration Mechanic	10/02/2023
<b>PLUMBER</b>		
Sinclair, Eugene	Plumber/Pipefitter	09/07/2010
Hart, Donald	Plumber/Pipefitter	09/14/2015
Ochoa, Ian	Plumber/Pipefitter	07/25/2016
Hafid, Nabeel	Plumber/Pipefitter	09/14/2020
McLay, Robin	Plumber/Pipefitter	10/02/2023
Gitau, Escriva	Plumbing Apprentice	09/14/2023
<b>ROOFER</b>		
Maiava, Apisaloma	Roofer	01/07/2013
Vargo, Matthew	Roofer	11/08/2021
<b>TEAMSTERS</b>		
Harris, Edward	Warehouse Specialist	08/15/2002
MacDougall, Chaon	Warehouse Specialist	04/01/2004
Kimmerly, David	Truck Tractor Driver	09/29/2008
Minks, Thomas	Warehouse Specialist	04/30/2012
Etridge, Jonathan	Warehouse Specialist	11/20/2012
Emrick, Ian	Lead Warehouse Specialist	08/09/2013
Mattingly, Erik	Warehouse Specialist	01/09/2015
Harris, Randy	Teamster Maintenance	01/30/2017
Richards, Gregory	Warehouse Specialist	05/14/2018
O'Shaughnessy, Matthew	Lead Teamster	06/06/2022
Monise, Daniel	Warehouse Specialist	06/18/2024

8/20/2024

## Maintenance and Operations Calendar

Tacoma Public Schools  
 2024-25 12-month Trades Calendar – Updated 7/22/24  
 246 days + 14 holidays

<p>2<sup>nd</sup> Labor Day Holiday</p> <p>9<sup>th</sup> First Student Day</p> <p>12<sup>th</sup> Kindergarten Start Date</p> <p>20 workdays</p>	<table border="1"> <thead> <tr> <th colspan="7">SEPTEMBER 24</th> </tr> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>H</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> </tr> <tr> <td>8</td> <td>SS</td> <td>10</td> <td>11</td> <td>KS</td> <td>13</td> <td>14</td> </tr> <tr> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> </tr> <tr> <td>29</td> <td>30</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SEPTEMBER 24							S	M	T	W	Th	F	S	1	H	3	4	5	6	7	8	SS	10	11	KS	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						<table border="1"> <thead> <tr> <th colspan="7">OCTOBER 24</th> </tr> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td></td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </tbody> </table> <p>23 workdays</p>	OCTOBER 24							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									
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SCHOOL YEAR CALENDAR

Tacoma Public Schools  
2024-25 School Year Student Calendar

<p>2<sup>nd</sup> Labor Day holiday</p> <p>3<sup>rd</sup> – 6<sup>th</sup> No school / Teacher workshops / Waiver day</p> <p>9<sup>th</sup> First student day</p> <p>11<sup>th</sup> Late starts begin</p> <p>12<sup>th</sup> Kindergarten start date</p> <p>16 student days</p>	<table border="1"> <thead> <tr> <th colspan="7">SEPTEMBER 24</th> </tr> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>H</td> <td>N</td> <td>N</td> <td>N</td> <td>N</td> <td>7</td> </tr> <tr> <td>8</td> <td>SS</td> <td>10</td> <td>11</td> <td>KS</td> <td>13</td> <td>14</td> </tr> <tr> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> </tr> <tr> <td>29</td> <td>30</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SEPTEMBER 24							S	M	T	W	Th	F	S	1	H	N	N	N	N	7	8	SS	10	11	KS	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						<table border="1"> <thead> <tr> <th colspan="7">OCTOBER 24</th> </tr> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>E</td> <td>E</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </tbody> </table>	OCTOBER 24							S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	E	E	19	20	21	22	23	24	25	26	27	28	29	30	31			<p>15<sup>th</sup> Elementary conferences *Early release grades K-5</p> <p>16<sup>th</sup> Late-start school day, no early release</p> <p>17<sup>th</sup> - 18<sup>th</sup> All grades conferences Early release grades K-12</p> <p>23 student days</p>							
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N = Non-School Day H = Holiday (no school) SS = School Starts KS = Kindergarten Start Date  
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Partner School Year Student Calendar

Tacoma Public Schools 2024-25 Partner School Year Student Calendar																																																									
<p>Aug 26<sup>th</sup> – 27<sup>th</sup> SAMi retreat                      Aug 27<sup>th</sup> – 28<sup>th</sup> IDEA retreat                      Aug 28<sup>th</sup> – 29<sup>th</sup> SOTA retreat                      Aug 30<sup>th</sup> No school</p> <p>Sept 2<sup>nd</sup> Labor Day holiday                      3<sup>rd</sup> – 6<sup>th</sup> No school / Teacher workshop days</p> <p>9<sup>th</sup> First Student Day                      11<sup>th</sup> Late Starts Begin</p> <p>Aug – 2 student days                      Sept - 16 student days</p>	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">AUG/SEPT 24</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>25</td><td>R</td><td>R</td><td>R</td><td>R</td><td>N</td><td>31</td></tr> <tr><td>1</td><td>H</td><td>N</td><td>N</td><td>N</td><td>N</td><td>7</td></tr> <tr><td>8</td><td>SS</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	AUG/SEPT 24							S	M	T	W	Th	F	S	25	R	R	R	R	N	31	1	H	N	N	N	N	7	8	SS	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
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N = Non-School Day    H = Holiday (no school)    SS = School Starts    KS = Kindergarten Start Date  
 LS = Late Start Day    E = Early Release    S = Snow Make-Up Day

**MEMORANDUM OF UNDERSTANDING**  
**Between the Tacoma School District No. 10 ("District") and the 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 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) 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.

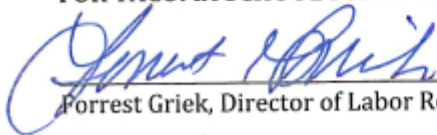
It is agreed that all Craft Pension Contributions shall be made at such time and in such manner as the Trustees of the applicable craft pension trust fund require, and the Trustees of each trust fund shall have the authority to retain an accountant or accounting firm to perform payroll audits of the 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 No. 10**

  
\_\_\_\_\_  
Forrest Griek, Director of Labor Relations

9/4/25  
\_\_\_\_\_  
Date

**FOR THE COUNCIL**

  
\_\_\_\_\_  
Jared Ross, Executive Secretary

9-4-2025  
\_\_\_\_\_  
Date

**Maintenance Staff Safety Team**

**TO BE COMPLETED**

# M&O Organizational Chart

## Facilities Maintenance

