Agreement

between

TACOMA
PUBLIC SCHOOLS
EVERY STUDENT. EVERY DAY

Board of Directors
Tacoma School District No. 10

and the

International Union of
Operating Engineers, Local 302
(Custodians)

September 1, 2025 – August 31, 2028

Tacoma, Washington

TACOMA SCHOOL DISTRICT No. 10

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PREAMBLE

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

The parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECOGNITION

Section 1. Definitions

1. **Board:** Board of Directors of Tacoma School District No. 10.
2. **District:** Tacoma School District No. 10.
3. **Emergency:** An unforeseen or sudden event that necessitates immediate work.
4. **Employee:** Any employee in a permanent position in the District.
5. **Hours Worked:** All hours that an employee is in pay status.
6. **Part-time Employee:** An employee whose permanent bid assignment is for less than eight (8) hours.
7. **Regular Workday:** The definition of a regular workday shall be a twenty-four (24) hour period of time starting with 12:01 a.m. and going to 12:00 a.m. For example, 12:01 a.m. Sunday through 12:00 a.m. Monday is Day 1. Employees will be scheduled during their days off for the maximum amount of time off where possible.
8. **School Year:** September 1 through August 31.
9. **Seasonal Employee:** A non-regular employee hired to work for ninety (90) calendar days or less. Seasonal employees receive no benefits. Seasonal employees receive the beginning apprentice custodian rate of pay, step one (1).
10. **Station Assignment:** Those areas of responsibility within a building(s).
11. **Superintendent:** Superintendent of Tacoma School District No. 10.
12. **Supervisor:** Supervisor of Custodial Operations.
13. **Temporary layoff:** A layoff of fifteen (15) months or less.
14. **Union:** International Union of Operating Engineers (IUOE), Local 302.

15. **Work Assignment:** Building(s) where stations are located.

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

Section 2. Recognition

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

ARTICLE II. MANAGEMENT RIGHTS

Section 3. Management Rights

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 IUOE 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 for just cause; 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 4. Grievance Procedure

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

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

2. **Step I:** In the event the grievance is not satisfactorily resolved in the Informal Step, the aggrieved employee and/or the Union representative shall, within fifteen (15) regular working days following the date of the failure to resolve it in the Informal Step, present the grievance in writing to the Facilities Manager. The Facilities Manager will meet with the aggrieved employee and/or Union representative within ten (10) working days following receipt of the grievance. Within five (5) working days following the meeting, the Facilities Manager shall respond in writing to the employee with a copy to the Union.

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

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

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

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

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

6. **Step V, Arbitration:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance, the Union may request binding arbitration on any grievance related to violation of this Agreement. If the Union determines to seek binding arbitration, it shall,

within ten (10) regular working days following the date of the Step II written response, submit a request 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 Union. The parties will determine the arbitrator from this list by alternately striking a name from the list. The arbitrator's decision will be in writing and will set forth the finding of act, reasoning and conclusions. The arbitrator will be without power or authority to make any decisions which is outside the Agreement.

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

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

Section 5. Negotiations Procedures

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

Section 6. Nondiscrimination Statement

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

Section 7. Union Security

New Employee:

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

compensate the new employee for the time spent (30 minutes) during regular working hours for the scheduled access.

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

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

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

Hold Harmless: The Union agrees to defend, 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 that the Union shall be authorized to defend such suit through an attorney of the Union's own choosing.

Section 8. Labor-Management

Labor-Management Committee: At least quarterly, or at the written request of either the District or the Union. 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 custodial program. Employee absentee rates and related attendance issues will be reviewed.

In no event can agreements reached in Labor-Management abridge, add to, or subtract from the collective bargaining agreement. The Union shall select up to four (4) employee representatives to the Labor-Management Committee who will serve for the duration of the agreement. The Assistant Superintendent of Human Resources shall select up to four (4) District management representatives. The Chief Operating Officer or designee and two (2) other supervisory personnel shall represent the District. 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.

ARTICLE IV. WAGES, CLASSIFICATIONS, HOURS AND BENEFITS

Section 9. Wages and Classifications

1. For the term of the Agreement, wages shall increase in an amount equal to the state pass through percentage for cost-of-living (IPD) increases for all employees each year of this agreement in addition to earned Level and Step advancement as described in Appendix B. Additionally, the District will provide a one percent (1%) increase for all employees in 2025 – 2026, a point five (.5%) increase in 2026 – 2027 and a two percent (2%) or IPD whichever is greater increase for 2027 – 2028. These state pass-through percentages and District-provided increases will be applied to the wage levels presented on the wage matrix. Wage increases are calculated from the employee's hourly wage before the deduction of the Central Pension Fund contributions.

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

2025-26	• State IPD. • One percent (1%) increase
2026-27	• State IPD. • Point Five percent (.5%) increase
2027-28	• Two percent (2%) or IPD whichever is greater

   Base Salary – the base salary refers to an employee's individual placement on the wage schedule based on their classification and longevity, which also includes the hourly amount paid into the Central Pension Fund.

2. Increment advancement for custodial employees is dependent upon the individual employee's satisfactory completion of the coursework outlined in Appendix B, Wage Schedule Levels with Training/Course Completion Requirements.

3. Required in-service classes or District workshops may be offered during the employee's normal work hours.

4. An employee's shift shall be either five (5) eight (8) hour days or four (4) ten (10) hour days. The work week begins at 12:01 a.m. Sunday through 12:00 a.m. Saturday.

5. All time worked over eight (8) hours per day, forty (40) hours per week, on the sixth (6^{th}) consecutive day, or on a non-workday, shall be paid at time and one-half the regular rate of pay. On the seventh (7) consecutive day or on Sunday, the rate of pay shall be at double the regular rate of pay.

6. In the case of a ten (10) hour workday, all time worked over ten (10) hours per day, forty (40) hours per week, on the fifth (5th) consecutive day or on a non-workday shall be paid at time and one half the regular rate of pay.
7. Employees absent on a Friday, or Thursday for the 10-hour work week will not be authorized to work overtime on the following-Saturday or Sunday, or Friday during the 10-hour work week.
8. 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.
9. For a week with a non-workday, the non-workday will be counted as eight (8) hours of work for the purpose of determining overtime pay.
10. Overtime
    a. All overtime must be pre-authorized by a supervisor, in writing or through the defined process, except as identified in Section 11 (7) regarding facility use events.
    b. If overtime extends beyond the pre-authorized time, the reasons for the additional time must be provided with the overtime submission and is subject to supervisor review and approval.
    c. Overtime hours must be submitted within the pay period in which they were earned.
11. Compensatory Time

    An employee is allowed to accumulate hours as compensatory time. Compensatory-hours must be submitted to the Facilities Manager within the payroll period in which the hours were earned. An employee may request hours of compensatory time equal to the overtime pay which has been earned. An employee may:

    a. Accumulate up to sixty (60) hours of compensatory time between September 1 and February 28/29. The compensatory time will be paid off in March at the appropriate rate of pay.
    b. Accumulate sixty (60) hours of compensatory time between March 1 and August 31. The compensatory time will be paid off in September at the appropriate rate of pay.
12. All compensatory time use must be pre-approved by a supervisor or designee through the approved process.
    a. Custodial employees may use compensatory time on any non-school day.
    b. Requests to use compensatory time on school days may be granted, provided that it does not unduly disrupt the School District operation.
13. Upon termination or resignation compensatory time balance will be paid by the District as part of the employee's final pay warrant.
14. Employees required to return to duty after leaving the building by manager or supervisor request due to an unexpected issue will receive a minimum of three (3) hours pay at the appropriate rate. This does not pertain to prescheduled facility use/school activities.
15. When an employee is assigned to perform Facilities office duties as a district wide Chief, the base rate of pay shall be the rate at Level A, Step 2 plus fifty cents (.50) per hour, plus the nineteen (19) year service and the chief refresher school increments, if applicable.

Employees who have expressed interest but are not selected as temporary supervisors may request input from the supervisor regarding the reason(s) for not being selected.

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

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

    Employees asked to work a swing shift during the summer months so that the district may offer safe spaces for students shall be paid the premium of seventy-five cent ($0.75) per hour for all hours worked. A swing shift during the summer would be any shift that starts between the hours of 1pm and 10pm.

    Employees who are assigned as a lead for the summertime floor crew will be paid the premium of seventy-five cent ($0.75) per hour for all hours worked while leading a floor crew

17. No employee will be required to work outside their assigned classification unless specifically assigned by the Facilities Office. Such employees shall receive an additional five ($5.00) dollars per hour for the duration of the shift coverage.
18. The building classification of a school which is partially closed due to remodeling or construction will not be changed until the remodeling or construction phase has been completed. Whenever there is an addition to a school building, whether it is a portable classroom or permanent construction, the Chief Custodian will be paid at the applicable building classification immediately upon custodial services being approved by the Facilities office.

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

19. The District will provide a ten (10) year longevity increment to eligible custodial employees at two percent (2%) of their base salary after completion of nine (9) years of service, effective on the anniversary date of their hire with the District. The longevity increment will be calculated from the wage schedule, which includes the central pension fund contribution.

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

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

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

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

20. If an employee is required to work on any paid day off, such employee shall receive time and one half (1.5x) the regular rate of pay for the hours worked plus pay for the day, except as provided in item (18) of this section.
21. If an employee is required to work on any calendar date of the holiday, except for the day before and after Thanksgiving, Christmas Eve Day and New Year's Eve Day, the employee will be paid double time (2x) the regular rate of pay for the hours worked. When District custodial calendars are being created, the District will discuss the placement of non-paid non-workdays with the Union.
22. No employee will be advanced more than one building classification at a time, except in an emergency.
23. Whenever a Tuesday through Saturday shift is run, the employee will receive an additional one dollar and twenty-five cents ($1.25) per hour while performing work on Saturday.
24. The three (3) B Class Certificated/Licensed engineer relief positions requiring a third-grade boiler certificate/license shall be bid positions and are assigned from the certificated/licensed employee's promotional seniority list.

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

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

25. Every employee required by the District to have a forklift certificate shall receive a twenty-five cent (.25) per hour increase in wages.
26. Employees who have completed the chief refresher course shall receive a twenty-five cent (.25) per hour increment once the employee is assigned to a chief custodian position. Employees in the "D" classifications who are not chief custodians may get credit for taking the class and will receive the twenty-five cent (.25) per hour increment effective with one being assigned a chief custodian position.

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

    Members of the International Union of Operating Engineers may meet annually to set the contribution to the CPF.

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

    The Pension Fund will be by contributions from the District, in accordance with the following provisions and that the District is not responsible for the performance of the Central Pension Plan:

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

During the continuance of this collective bargaining, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 302 Bargaining Unit, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Pension Fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum is defined and set forth on the following basis:

> A. The wages of each full-time member of the bargaining unit, as listed on the salary schedule, will include one dollar eighty cents ($1.80) per compensable hour to be remitted to the Central Pension Fund.

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

The Union will annually notify the District of its intent to participate in CPF and any changes in the amount of the contribution.

The Employer and Union consent to and accept the terms, conditions and provisions of the Trust Agreement and as amended, creating said Fund. The Employer and Union agree that the Trustees named in said Trust Agreement and their successors are and shall be its representative and the Employer and Union consent to be bound by the acts of said

Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

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

Section 10. Hours

1. All employees are allowed a one-half (1/2) hour meal period exclusive of the assigned work hours. Certificated/Licensed employees assigned to certificated/licensed positions during normal school operations or anytime the building is in use during the employee's meal period may waive, in writing, their meal period. Such employees shall be on a straight eight (8) hour shift with no designated meal period until they rescind, in writing, their waiver of their meal period. If a certificated/licensed employee's meal period is interrupted by the employee's supervisor, building administrator, or designee, the employee is eligible for thirty (30) minutes of overtime. For those employees who are certificated/licensed and responsible for boiler operations during the designated meal period, boilers will not be operated until the employee returns from break and resumes paid status.
2. The District will notify the Union of any changes in starting times of individual stations.
3. The District will schedule a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours of working time. On a ten (10) hour workday an employee will receive an additional ten (10) minute break.
4. Except in an emergency situation as defined in Section 1, when going from swing to day shift, there shall be at least a ten (10) hour rest break between shifts, unless waived by the employee.

The following procedure will be followed for facility use authorization:

a. All activities in district facilities outside of regular school hours, including school events, must go through the district's facility scheduling system (currently School Dude) and approval procedures prior to the event taking place.

For principal managed facilities:

b. The Chief Custodian will review all activities, enter overtime requirements, and be responsible for scheduling custodial staff.
c. Overtime requirements shall be written with the expected total hours required and expected start and end times.
d. The principal (or their designee) authorizes the overtime when they authorize the requested use of the facility.
e. If there is a dispute regarding the overtime requirements, the principal will address with the Chief Custodian and a supervisor.
f. School/school group events and activities should be scheduled at least seven (7) days in advance. Otherwise, the principal will notify the Chief Custodian of an authorized activity by a school group at least twenty-four (24) hours prior to the activity.
g. Emergency activities must be approved by the principal, and the Chief Custodian must be notified in advance.

h. Chief has first preference for overtime at their location, followed by fireman/engineer. Overtime that does not require a licensed boiler operator shall be rotated among all building staff.

Exceptions

a. Bowls, Stadiums, Turf Fields, and other specified satellite facilities are managed by the Facility Scheduler through the facility use process. Overtime for these facilities is pre-authorized by the Facility Scheduler.
b. Satellite locations (Bowls/Stadiums and other defined facilities) - Satellite team has first preference for overtime at these locations. If the satellite team is unavailable, the overtime will be offered to licensed relief chiefs by email/text with a minimum of thirty (30) minutes to respond. Overtime will be allocated to interested respondents by position seniority and distributed among interested parties when possible. After this, if overtime coverage has not been fulfilled, the overtime can be assigned at the discretion of the supervisor on duty.
c. Turf fields NOT listed as satellite locations will follow school managed process for overtime seniority.

5. The work year for employees will be 2080 hours.
6. On all District designated custodial staff early dismissal/early release days, per the custodial calendar, all IUOE custodial bargaining group employees will be released after four and one-half (4 1/2) hours of work. Also, employees not assigned to a school building will work the same amount of hours as the custodians assigned to a school building. Based on operational needs, IUOE custodial employees may be released on an alternate day to the regular scheduled early dismissal/early release days when approved by the Facilities Manager. All early dismissal/early release days will be noted on the custodial work calendar.
7. Positions shall have an assigned starting time, according to the needs of the District as set by the Facilities Manager or Supervisor.

Section 11. Holidays

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

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

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

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

Section 12. Vacations

1. Paid vacation will be applied as follows:

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

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

2. Prorated vacations will be allowed for all employees who resign.
3. Days worked, and days paid for by reason of sick benefits shall be counted in computing prorated vacations.
4. The time of vacation period shall be determined by the Facilities Manager or supervisor.
5. The Chief Custodian will be given first preference in selecting vacation periods during school breaks. The Chief Custodian is responsible for developing work and vacation schedules for the building during winter, spring and summer breaks. The Chief Custodian will consider building needs and building seniority when developing school break work and vacation schedules. The schedule is subject to review and approval by the Facilities Manager or Supervisor.

Employees that want to utilize their vacation during the school year (not school breaks) must submit a vacation request a minimum of seven (7) workdays before the date(s) requested and up to twelve (12) months in advance of the leave, as long as District student and custodial calendars have been released. The employer will make every effort to provide a written response to the employee no later than four (4) workdays from the date the employer receives it and its time stamp. Vacation requests with less than seven (7) workdays' notice may be approved at management's discretion.

6. A full-time employee may take up to 200 hours of consecutive vacation time when approved by the Facilities Manager.

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

Section 13. Insurance Benefits

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

Section 14. Travel Allowance

1. Employees required to use their private automobile to travel on school business or required to attend meetings at a building other than the one to which they are regularly assigned shall be compensated at the IRS established rate.

2. Travel from home to work or first place of call and from work or last place of call to home is not reimbursable except when approved by the Superintendent, or designee.

Section 15. Damage to Car

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 a maximum of $1,000 per incident, for damage caused to their personal vehicle. Damage caused by the employee's negligence will not be covered. Damage to an employee's vehicle by the District, or as the result of a District action, will be fully covered.

Procedures for submitting a claim:

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

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

Section 16. Payroll and Payroll Deductions

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

Working during a State of Emergency:

Employees required to work on site during a state of emergency, as declared by the governor that results in a district closure, due to inclement weather or a natural disaster shall be paid double time. For this section only, a school district closure is defined as a state in which weather or road conditions make it unsafe for non-essential staff to report to their normal worksite

Inclement Weather:

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

ARTICLE V. GENERAL CONDITIONS

Section 17. Program Procedures

1. Chief Responsibilities include, but are not limited to:
   - Chief Custodians shall be responsible for the proper operations of their building and the custodial staff assigned therein as authorized by the Facilities Manager.
   - They shall be knowledgeable about the operation of the heating system and related equipment in their assigned building and stay current with any new equipment and trends in the field.

- They are responsible to see that personnel under their direction perform custodial assigned duties in a proper, efficient manner using procedures and methods taught in the in-service classes.
- The Chief will report failure to perform to the Facilities Manager or designee.
- They shall maintain a courteous, professional relationship with pupils, staff members, parents and others.
- The Chief shall maintain open communications with building administration and shall keep them informed of any operational issues, including when stations are not meeting District cleaning standards.
- The Chief Custodian is responsible for having the assignments available for review at all times.
- Chief Custodians are responsible for communicating changes in permanent work assignments to the staff under their supervision.
- Chief Custodians will participate in the evaluation of the staff under their direction as provided in Section 20.

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

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

2. Custodians, day persons, firemen, and engineers shall be responsible to the Chief Custodians. They shall perform their duties in a satisfactory, efficient manner using the procedures and methods taught in in-service classes. They shall maintain a courteous, professional relationship with pupils, staff members, parents and others.
3. All positions shall be posted for bid during the first open bid cycle after becoming vacant unless other arrangements have been made in advance with the Union. Bidding will be open the first full work week of each month with the exception of July when no bidding takes place.
4. When a custodial employee becomes ill or disabled such that the employee cannot perform the assigned duties, the employee's assigned station(s) will be held ~~open~~ employee's return for a period of period of time covered by the FMLA and/or Washington State law not to exceed six (6) months when FMLA/PFML are used consecutively. For employees on an active workers compensation claim, the assigned station would be held for the duration of the claim, not to exceed one (1) year. If an employee is approved to return to work after the assigned station has been filled, the employee will be placed in an open custodial position at the same rate and may bid on the next cycle. Such leave, if approved, will be granted for up to a maximum of one (1) year.
5. No custodial work shall be performed by anyone other than the custodians.
6. Any time a building is open to the public, the event will be authorized through the facilities use process pursuant to Section 12.

7. No one but an authorized certificated/licensed custodial employee shall operate, perform safety checks or adjust time sequencing or primary heating controls, except in cases of emergency; in which case only, persons with a Boilers Operators' License may make adjustments. The Tacoma School District will operate all Boilers according to the legal requirements of the City of Tacoma.

   All district complexes with the capacity may be operated in "setback" mode outside of normal operating hours, and a certificated/licensed operator is not required to be present when the system is operated on "setback," except as required by the boiler license law. Maintenance personnel may occasionally operate boilers and other HVAC equipment for the purpose of diagnosis or repair only with specific written notice to the chief custodian of any diagnosis or repair to a boiler

8. Custodians are not required to handle foods prepared for consumption.
9. When a building is resurveyed, the Union Policy Committee may review the findings.
10. An employee's work assignment will not be permanently changed by anyone other than the Facilities Manager. Work assignments shall be posted in the Chief's office with effective approval date and supervisor signature.
11. The Facilities Office will not use supervisors to fill vacant custodial positions, except for emergencies and until a replacement can be found.
12. When any custodial work assignment and/or station assignment are changed materially or a new one created, the District will notify the affected employee(s) and Union, a minimum of thirty (30) calendar days prior to implementation of changes. If the Union believes wages and classification may be negatively impacted, wages and classification will be negotiated. Changes will not be made arbitrarily.
13. The District will endeavor to maintain sufficient personnel on the staff to properly maintain assigned areas. Each employee's assignment will have areas of responsibility defined, with times as appropriate. A continuing effort to update assignments, techniques and equipment is an ongoing function of the custodial operations department and such information will be shared with IUOE, Local 302.
14. The District will maintain a certificated/licensed relief list of employees to provide coverage in the event that vacancies needing coverage expand beyond the bid positions in the certificated/licensed relief pool. Employees on the list must be certificated/licensed with the most recent evaluation reflecting a score of seventy (70) or above. When calling employees to work from the list, employees must meet the licensing requirements of the job. The District will select employees based on certificated/licensed seniority.
15. Custodians will not be asked to supervise student activities except in cases of an emergency.
16. The District retains the right to review and implement standards, procedures and time allowances for custodial and housekeeping functions. Before changes to established standards, procedures, and time allowances are

implemented, the Union can request that a time-on-task study be undertaken to verify that such changes can be reasonably accomplished within the allocated time. Any such time-on-task studies shall be reviewed jointly by a committee comprised of an equal number of District and Union representatives.

17. Certificated/Licensed Relief employees shall not be removed from an assignment for arbitrary or capricious reason. When the Certificated/Licensed Relief employee is needed to fill a high certificated/licensed or classification position, the employee may be moved to such a position.
18. The District and the Union agree that custodians will dress in a professional, appropriate manner. Clothing shall be clean, well kept, and free of symbols or messages inappropriate for a school setting regardless of shift. Employees will dress for safety consistent with their work task and/or assignment. If an Facilities Manager/Supervisor becomes concerned about the appropriate dress of a custodial employee, they may request that the employee dress appropriately. If the employee disagrees with the supervisor's directive, they may ask for resolution through labor-management. The District encourages the wearing of long pants on days when students are present. However, custodians may wear shorts for personal comfort when necessary.
19. Effective September 1, 2016, when a high school day person position becomes vacant, each of the five positions may be filled without any certificate/license requirements. The employee filling the position will be placed on level F on the salary schedule. Appendix C - Custodial Pay Classification will reflect all day custodians at Level F on the salary schedule.
20. Shoe Allowance:
    Once a year in September, employees will be allotted two-hundred-dollar ($200) allocation for purchasing work shoes. New employees will receive the annual allocation after successful completion of probationary period. Allocations will not be carried over from year to year and any monies not spent will be forfeited.

    Allocations may only be used to purchase shoes. Employees will be responsible for any cost over two hundred dollars. ($200).

Section 18. Seniority, Bidding, and Evaluation

1. The custodial seniority of an employee shall be established upon their as the date of the employee's first full day of work. The custodial seniority of an employee shall not be lost due to illness, authorized leave of absence or a temporary layoff. Custodial seniority shall be the basis of custodial staff reduction.
2. The promotional seniority lists shall be brought up to date each year on January 1 based on January 1 and posted in each school in the Chief Custodian's office. A copy of each list will also be sent to Union Field Representative.

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

List A: Certificated/Licensed Employees' Promotional Seniority List: Certificated/licensed seniority shall begin the date the valid license is submitted to the district *and* employee has successfully completed the new hire/rehire probation period. Only eight (8) hour employees with a license shall be placed on this list.

If an employee requests and receives a part-time assignment, the employee's certificated/licensed seniority will be based upon reassignment to an eight (8) hour assignment.

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

An employee who has a boiler license at the time of hire by the District is eligible for the certificated/licensed seniority list as of the date the employee has successfully completed the new hire/rehire probation period.

List B: Custodian Promotional Seniority List: Seniority on this list shall be established as the date of the employee's first full day of work.

3. An employee shall establish seniority for bidding. Certificated/licensed seniority shall trump Date of Hire seniority regarding bidding on all licensed positions.

4. An employee must complete the courses/training designated for each Level and Step as a requirement for advancement to the position and/or wage rate designated for that Level and Step as described in Appendix B.

   A former custodial employee who does not have layoff rights and who is rehired by the District, or a custodial employee with previous school district experience may be credited hour for hour for previous time worked at a school district when combined with completed courses/training to qualify for pay advancement, if the District and the Union mutually agree If said employee has a license, licensed seniority shall begin the date the valid license is submitted to the district and employee has successfully completed the new hire/rehire probation period.

5. An employee's seniority shall be based upon the mutually agreed upon seniority list. Any ties after the effective date of said list will be resolved by the highest number comprised of the last four digits of the applicants' social security numbers.

6. An employee with an average score of less than seven (7) in any category on their evaluation will receive a written notice including the areas of unsatisfactory performance with recommendations for improvement in identified areas. The Union Field Representative shall receive a copy of the written notice.

Chief Custodian Positions:

a. The District reserves the right to interview for only Chief Positions using the following criteria:
b. The three (3) most senior qualified candidates, by license seniority, classification and required licensing in the District will be interviewed.
The interview panel will consist of:

i. A building administrator; and
ii. An Facilities Office representative.

The Field Representative from the Union will be present as an observer but will not participate in the selection. If the Field Representative is not available, they may ask a Union recognized shop steward to act as the observer. The shop steward will be paid at their normal rate of pay for the time worked observing, not discounting overtime, if applicable. Every effort will be made to assign a union designated observer from the same shift when the interview is conducted.

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

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

i. The employee's most recent evaluation score (the average of the scores given by the building administrator and the Operations Office).
ii. The average score on the interview between the building administrator and the Facilities Office representative.
iii. The employee's licensed seniority in the District multiplied by two (2).
iv. The employee's classification in the District with "A" equal to fifty (50), "B" equal to forty-five (45), "C" equal to forty (40), "D equal to thirty-five (35), and an employee not currently holding

a certificated/licensed position, but qualified for position, equal to thirty (30).

d. **SELECTION GUIDELINES**

i. The Facilities Office shall assume overall responsibility for managing the selection process.
ii. Each candidate interviewed shall respond to the same questions. The scoring of each interview will occur immediately after the employee's interview.
iii. The Building Administrator and the Operations representative will jointly develop questions for the interview. The Facilities Manager or designee of classified personnel will review the questions with Facilities Office to assure legal compliance appropriateness. Questions must focus upon the knowledge, skills, experience, and attitudes that contribute to success on the job and responses will be evaluated using a maximum ten (10) point scale established to base the interview on a maximum one hundred (100) points. Principals should avoid making judgments on the candidates until the interviews have been completed.
i. If, after the interviews, the top-ranking candidate declines the position, the building administrator can opt to select the second ranking candidate or interview the next senior candidates to assure a pool of three (3) candidates.
ii. No interview shall be conducted unless all three (3) candidates can be interviewed the same day by the same interviewers.
iii. vi. Selection shall be announced within five (5) days of the interview.
iv. All interviewed candidates shall be notified in writing of the results of the interview.
v. Unsuccessful candidates will have the opportunity to meet with the Facilities Office regarding the selection at the request of the employee(s).

Licensing for Stadium and Silas High School:

The night engineer position at Stadium and Silas high school does require a class 3 boilers certificate; however, the position will allow an employee, upon obtaining the station, to hold a class 4 boilers certificate for up to one year without a class 3 boilers

certificate. A class 4 certificate cannot bid on this position until it is opened for rebid. If, after one year, the employee has failed to obtain their class 3 boiler certificate they will lose their classification and position. They will also be ineligible to bid on any class 3 position with a class 4 boiler certification until they have obtained their class 3 boiler certificate. The pay for the position shall not go into effect for the employee until the employee has received the class 3 boiler certificate.

3. Evaluation

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

The chief custodian, Facilities supervisor and building administrator will evaluate the custodial staff in the building. The chief custodian, custodial supervisor and building administrator will make every effort to meet as a team to discuss the employee's evaluation in person. The evaluation form shall contain the ratings of the chief custodian, Facilities supervisor and building administrator. The form will have a section for each participant to sign, date and add comments as needed. All three evaluation numerical ratings will be averaged to produce a final evaluation score. All evaluations shall be completed no later than August 31 each year.

In the event of the absence of one or more of the evaluation scores, the Union and District will mutually agree on the process to complete the employee's evaluation. Such agreement will precede any interviews and/or completion of the bidding process when the affected employee has an uncompleted evaluation.

An existing employee must receive a grade of seventy (70) or higher with no more than one single category scoring less than seven (7) on the last evaluation to be eligible to bid.

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

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

Performance Correction Process

a. An evaluation below seventy percent (70%) is unsatisfactory. Any employee with an evaluation below seventy (70%) will be provided with written notice of the areas of performance that were unsatisfactory and the areas in which the employee must improve and will be reevaluated within sixty (60) working days.
b. If the employee's evaluation after sixty (60) working days is still below seventy percent (70%), or if the District determines that a negative change in an employee's performance merits action, the employee will be placed on a ninety (90) working

day probation period. The employee will receive a probation notice letter, including the areas of unsatisfactory performance and the areas in which the employee must improve. The Union shall receive a copy of probationary letters.

c. The employee will be evaluated every thirty (30) working days during the probationary period. The District may end a probationary period if an employee makes necessary improvements, or extend the probationary period for an additional sixty (60) working days if there has not been sufficient improvement in work performance.
d. Failure to satisfactorily complete a probationary period is grounds for termination.
e. With prior approval of the District, a Union representative may attend meetings scheduled with employees related to the probation process.
f. Newly hired or rehired employees will be evaluated at the end of 1040 hours, which will constitute a probationary period. Upon receiving an evaluation score above seventy percent (70%), with no single category scoring less than seven (7), the employee will have successfully fulfilled the probationary period. During the probation of a new hire the District retains the right to dismiss the employee without recourse to the other provisions of this agreement.

10. **Vacant Positions**

All vacant positions will be posted for bid on the next bid sheet on the Monday of the first full calendar week of each month (Vacant positions for September will be posted on the Tuesday after Labor Day); provided, however, all custodial positions will not be posted during July; said positions will be posted for bid on the Monday of the first full calendar week in August until the Monday of the last full week in August and assigned effective September 1. The bid sheet shall include, but not limited too; school or location, position, license(s) required, pay range, start and stop time to include lunch periods.

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

The Facilities Office will provide bidding access to all eligible employees. Bids will be open for at least five (5) working days for consideration by qualified, eligible employees.

For Chief Positions:

After a bid closes the District will notify the principal of the school(s) within three (3) working days. The District shall require that the principal of the school(s) will respond within two (2) working days if an interview is requested for licensed positions. The Facilities Office will endeavor to schedule interviews within ten (10)

working days following the close of bids. If the selection is not made by the last working day of the month, the most senior candidate will fill the position, provided that in extenuating circumstances the District will notify the Union Field Representative of such circumstances and request a mutually agreed-upon date to conduct the interview. The District may utilize an extension at the last day of the month one time per school year (September 1, through August 31). The extension shall not exceed three (3) workdays.

An employee may bid on any posted position; provided, however, said employee is not eligible to bid on the previously held assignment or on a position of the same classification for the next two (2) bidding periods. The employee who is the successful bidder will be assigned to the position effective the first (1st) working day of the next month. An employee may request to start earlier, the Facilities Manager or designee will retain the ability to approve or deny the request depending on department needs.

Employees on vacation may make arrangements with the Facilities Office to Bid by an alternative process.

C & D Class Certificated/Licensed Relief Positions (HP/LP MOU)

If no person with a grade III boiler license bids within one (1) bid cycles, the open position can be filled as a D Class Certificated/Licensed engineer relief by a custodian with a Grade IV Boilers License.

If there are three (3) or more filled D Class Certificated/Licensed, vacated D Class Relief or C Class Relief positions will be posted as C Class Relief for one (1) bid cycles before they can be filled as a D Class Certificated/Licensed.

If there are fewer than three (3) filled C Class Certificated/Licensed Relief positions, any employee in a D Class Certificated/Licensed Relief position who obtains their Grade III Boilers License will automatically become a C Class Certificated/Licensed Relief with all the benefits afforded to that position until the three (3) C Class Certificated/Licensed relief positions have been filled.

If there are no bids for a position after one (1) bid cycle, the Facilities Manager may offer an employee the unfilled licensed position by seniority. Licensed positions shall be offered by License seniority.

If the offered non-licensed position is not accepted, the Facilities Manager may assign the least senior qualified employee.

An employee who leaves the custodial bargaining unit yet stays employed by the District may return to the Custodial Bargaining Unit and maintain their seniority if they return within a year of leaving.

13. When there is a vacancy in the building for a custodial position, the custodian with the most building seniority will have first (1st) choice, but will have to notify the Facilities Office and Chief Custodian prior to the posting
14. When a vacancy is created for a split station the most senior custodian in the two schools impacted will have right of first refusal to assume the split station.
15. Successful bidders for certificated/licensed positions shall be evaluated within the first sixty (60) working days of their new assignment. In the event the employee receives a score of below seventy percent (70%) on the sixty (60) working day evaluation, the employee shall be removed from the position. The employee will revert back to their previous license classification and wages. Employees with previous license classification will be placed upon the Certificated/Licensed Relief List. All employees will be eligible to bid for open positions. Successful bidders may return to their previous position within three working days on the job in the assignment but shall maintain classification and will be placed upon the Certificated/Licensed Relief List and will be eligible to bid for open positions.

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

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

An out-of-building pull shall be paid to the pulled employee an additional five ($5.00) dollars per hour for the duration of the pull.

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

Pickup: A pickup is when an employee is absent and another employee(s) from same building partially cleans two stations On the third (3rd) day of pickups, a building that is classified as "B" or higher will receive two (2) hours of overtime to clean the pickup station. Buildings classified less than a "B" classification will receive one (1) hour of overtime to clean the pickup station.

Section 19. Personnel Procedures

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

Layoff and Recall Procedure

If the District eliminates a certificated/licensed position, the employee assigned to that position will bump the least senior employee in the same classification of the same title, if any. The least senior employee will then bump the least senior employee of the same title in the next lower classification, provided that this employee's seniority is less and provided further that an E classification chief or an engineer may bump a fireman. This process will continue until the least senior employee in the District has been laid off or reassigned. Seniority will be in accordance with the negotiated seniority list. Said employee will retain their classification until they successfully bids on another position of the same or higher classification.

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

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

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

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

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

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

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

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

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

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

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

Personnel Files

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

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

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

Section 20. Professional Development

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

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

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

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

Boiler license training will be provided by an approved training program acknowledged by the Tacoma Boiler Board, namely a trade school, however additional boiler training can be provided by a vendor or in-house. Boiler training will be optional for all employees, but no employee will be denied boiler training. The district retains the right to limit the number of employees that can enroll each term. Initial Boiler classes will be paid for by the District, as well as future required Refresher classes, so long as the employee has successfully completed their new hire/rehire probationary period. Boiler training outside normal work hours will be paid by the employer at 1.5 times the employees' normal rate of pay. If an employee does not pass an initial Boiler Class, any boiler training outside normal work hours and any additional boiler classes for the same boiler class certificate/license will not be paid by the District.

Section 21. Discipline

1. Employees are responsible for recognizing changes to the District policy and related policies as they may change.
2. The District will notify an employee prior to a meeting set up for possible disciplinary action so that the employee has an opportunity to obtain Union representation. If representation is not available, the meeting will be rescheduled to a mutually agreed upon time.
3. When an employee is dismissed or suspended for disciplinary action, a written notice will be given to the employee with a copy sent to the Union Field Representative.

4. The District will act in good faith in the dismissal or demotion of any employee.
5. Discipline will be for just 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. The employee will receive a copy of any written reprimand.

Section 22. Drug and Alcohol Testing

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

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

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

All testing will be performed by Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories. Testing will be performed by trained technicians. The 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.

The Employee will be compensated at her/his appropriate hourly rate for the time devoted to travel to and from the testing facility 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 allegations. 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. 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.

The results of drug and/or alcohol testing 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 drug 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 the intent to discharge following the investigation. All due process required by the collective bargaining agreement and general legal principles will also be applied.

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

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

Section 23. Leaves

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

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

1. **Notification Procedure**

   If an employee will not report to work for any reason, the absence must be reported immediately through the designated absence reporting protocol.

   a. Day shift employees, must report absence no later than 8:00 p.m. the evening prior.
   b. Swing shift employees must report absence prior to 10:00 a.m.
   c. Graveyard shift employees must report absence prior to 10:00 a.m.

   For an unanticipated/emergency absence occurring after the designated reporting time, an employee must notify a supervisor and report the absence as soon as possible through the designated absence reporting protocol.

   The Facilities Manager or Supervisor may discipline an employee who fails to report his or her absence in accordance with this

procedure; the discipline may include the loss of work and pay for the day.

An employee on sick leave who can return to work after the time specified in the reporting procedure may call the Facilities Office. The Facilities Office, at its discretion, may assign said employee to an available assignment or continue the employee on sick leave for the day.

Employees are responsible for ensuring all absences are reported correctly and on time per the department's absence reporting procedures.

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

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

2. **Leaves with Pay**

a. Sick Leave

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

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

The following conditions apply to emergencies:

i. The problem has been suddenly precipitated.
ii. Preplanning is not possible.
iii. Preplanning cannot relieve the necessity for the employee's absence.
iv. The problem is not minor or of mere convenience, but of a serious nature.
v. Auto trouble shall not be considered an emergency except in case of an accident.

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

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

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

Supplemental Condition for Sick Leave Buyback:

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

b. Workers' Compensation (Industrial Insurance)

i. Any injuries or industrial illnesses received while at work must be reported to the Facilities Office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.

ii. The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working days included in the first three calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will

be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.

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

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

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

v. At the end of one (1) calendar year from the date of the injury, the following applies:

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

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

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

(d) Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for his or her own medical insurance coverage, if desired.

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

SUPPLEMENTAL CONDITIONS:

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

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

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

Labor and Industries Disability – Upon the determination by the Washington Department of Labor and Industries (L & I) that an employee has been physically disabled by a job related injury or illness because of an assault on the employee's person arising out of and/or in the course of the employee's employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.

1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.

2. The employee shall, as a condition of receiving benefits under Section 24, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 24, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.

c. Bereavement Leave

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

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

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

Extensions may be granted by the Assistant Superintendent, Human Resources, in extenuating circumstances. Bereavement leave is non-accumulative. If not specifically provided for in this section, bereavement leave is not provided at the time of the death of an in-law unless the person was residing in the employee's household.

d. Family Illness Leave

Custodial employees shall be granted a leave of absence with pay of not more than three (3) days during a year when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: spouse, domestic partner registered with the TRUST or other government organization, mother, father, daughter, son or siblings. The custodial 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.

e. Personal Leave

Personal leave will be granted for personal reasons for up to-two (2) days per year and is accumulative to a total of six (6) days.

The Following conditions apply to extraordinary leave:

i. Leave may not be used to extend a holiday, vacation, or break period, or when the district is closed.

A break shall be defined as a break in the school year, such as Winter Break or Spring Break. Custodial staff opting to work only 8

hours a day, shall be allowed to use extraordinary leave during the summer months on Monday's and Thursday's.

ii. Leave may not be used for political purposes or *en masse* meetings/activities.

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

i. 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 their orders.

ii. 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.

iii. When military leave is granted, the employee shall receive his or her regular pay from the District.

g. **Jury Duty, Subpoena Leave**

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

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

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

3. **Leaves Without Pay**

a. Parental Leave

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

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

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

iii. 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 on parental leave for adoption may return to the first available vacancy for which he or she is qualified.

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

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

b. Political Leave

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

i. 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 the employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held before the leave.

ii. 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 the employee's elected term of office necessitates leaving the position. Any employee may hold a political office and continue as an employee as long as it does not interfere with their assignment.

iii. The Board may extend the employee who is elected to a political office a leave of absence without pays up to one (1) year or a fraction of a year. Upon return from this type of leave, the employee will be returned to same position. If political leave is extended beyond one (1) year, the person's right to return to the original position cannot be guaranteed.

c. Military Service (Active Duty) Leave

Any employee who volunteers or is inducted into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years. Any employee who is recalled into active military duty shall be considered to be on a leave of absence without pay for the duration of recall. If 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, employee shall 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. Provided, that the Board need not reemploy such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest for Board to do so; provided further, that this section shall not apply to a temporary position.

If a person is not qualified for old 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 Board, 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.

d. Religious/Holiday Leaves

Employees are entitled to two (2) unpaid religious/holiday leave days per calendar year as provided in RCW 1.16.050. The employee shall submit a request for the unpaid religious/holiday leave days to the Facilities Manager or designee a minimum of two days prior to the requested dates.

If the request is denied, the District should provide a written proof of hardship within one (1) workday with a copy to the Union Field Representative.

e. Long-Term Leave without pay (not for health reasons)

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

ii. If an employee returns to work after their previously assigned station has been filled, the employee will be placed in an open custodial position at the same pay rate and may bid on the next cycle.

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

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

vi. Family and Medical Leave Act

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

vii. Optional Leave

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

viii. The custodian on unpaid leave for study purposes shall submit a statement certifying course completion following the end of each academic period. Such statement is required for the employee to continue on leave for study purposes.

ARTICLE VI. FURTHER PROVISIONS

Section 24. Agreement Clause

This Agreement expressed herein in writing constitutes the full and complete agreement between the Board and the Union and shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section 25. Savings Clause

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 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If the District would be in violation of State law or would incur any penalty or decrease in State support, the provisions of this contract affected by the ruling shall be reopened and the District and the Union shall negotiate the provisions in accordance with the law. The District and Union agree to review and mutually modify the collective bargaining Agreement when there are any changes to the City of Tacoma Boiler License Codes. No changes will be made unless both parties mutually agree to the changes.

Section 26. Copies of Agreement Clause and Union Communications

Copies of this Agreement shall be posted on the District website. A copy of this Agreement will be provided to the Union and to employees covered by this Agreement upon request.

This Agreement will be available on the District website to the employees within ninety (90) days after ratification by the Board and the Union.

The Union may use District email for informational communication, excluding organizing labor actions or political lobbying.

Section 27. Duration Clause

This Agreement shall be effective as of September 1, 2025 and shall continue in full force and effect through August 31, 2028.

Section 28. Custodian Substitute Pool

If the District chooses to establish a custodian sub pool, it may consist of substitutes (with no District custodian experience) and alumni substitutes (with at least one (1) year of custodian experience in the District). Custodian substitutes will receive an hourly rate of 95 percent of the Class F rate. Alumni custodian substitutes will receive the custodian substitute hourly rate plus $5.00 per hour. All candidates must go through an interview process. Both parties agree to review the Sub Pool process and adjust if needed upon mutual approval.

AGREEMENT

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

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

Korey Strozier, President

Chelsea McElroy, Vice President

Enrique Leon

Lisa Keating

Elizabeth Bonbright

Joshua Garcia, Superintendent

DATE: June 12, 2025

For the International Union of Operating Engineers Local 302:

Shelly Filippi, IUOE Field Rep Local 302

DATE: 07/17/2025

Appendix A - Hourly Wage Schedules, Effective September 1, 2025

2025-2026 CUSTODIANS - SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2025

CLASSIFICATION	1	2	3	4
Trainee Rate	25.790	26.940	28.110	29.330
F	30.740	31.400		
E	48.420	50.290		
D	33.890	35.820	*	**
C	36.490	38.160		
B	39.010	40.540		
A	41.320	42.920		

Sub Custodian Retiree Rate:	27.140

SPECIAL NOTE: This schedule was based on the allocation by the State Legislature that includes a 2.5% Implicit Price Deflator (IPD) and may be subject to change by the Legislature during the 2025-2026 fiscal year

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

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

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

Appendix B - Wage Schedule Levels with Training/Course

Training Chart All wages listed shall match the Appendix "A" Wage Scales

Class Number	Class Description	Time Frame Qualification for Pay Advancement	Pay Advancement Requirements
1	Basic Custodial Housekeeping		Trainee Step 1
2	Customer Service	2 months after basic custodial housekeeping	Trainee Step 1
3	Communications	2 months after any previous training class	Trainee Step 2
4	Conflict Resolution	3 months after any previous training class	Trainee Step 2
5	Handling Building Emergencies	3 months after any previous training class	Trainee Step 3
6	Safety for Custodians	3 months after any previous training class	Trainee Step 3
7	Restroom Cleaning	3 months after any previous training class	Trainee Step 4
8	Hard Floor Maintenance	3 months after any previous training class	"F" classification Step 1
9	Basic Supervision	3 months after any previous training class	"F" classification Step 1
	"D" Classification see legend		"D" classification Step 2
10	Licensed Responsibilities	3 months after any previous training class	"D" classification Step 2
	"C" Classification see legend		"C" classification Step 2
11	Confined Spaces	Offered within 3 months of receiving C class and writing in local training resources capability	"C" classification Step 2
	"B" Classification see legend		"B" classification Step 2
12	Energy Maintenance	Offered within 3 months of selection as a B Chief Custodian	"B" classification Step 2
	"A" Classification see legend		"A" classification Step 2
13	Certificated Pool Operator – Pay Advancement Upon Receipt of Certification	Offered within 6 months of being "A" selection	"A" classification Step 2
Legend:			
"D" Classification must obtain Class IV Boiler Certification/License Agreement			
"C" Classification based on Building Classification Assignment			
"C" Classification High Pressure must have Class III Boiler Certification/License Agreement			
"B" Classification must obtain Class III Boiler Certification/License Agreement			
"A" Classification must have III Boiler/Certification/License Agreement			

Updated:
10 LICENSED RESPONSIBILITIES
11 CONFINED SPACES
12 ENERGY MANAGEMENT
13 CERTIFIED POOL OPERATOR – PAY ADVANCEMENT UPON RECEIPT OF CERTIFICATION

Appendix C – Custodial Pay Classifications.

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

Appendix D – Paycheck Guidelines

Tacoma Public Schools
PO Box 1357
Tacoma, WA 98401-1357

Teacher Tacoma (00000)
601 S 8TH ST
TACOMA, WA 98402

Earnings Statement
Period Begin: 09/20/2022
Period End: 10/05/2022
Check Date: 10/20/2022
Check #: ACH#-00000
Check Amount: 3,164.66
Facility: CAB-Payroll 904

Job Type	Rate	Hours	Amount	Calendar YTD
Salary	$51.464/hr		$2,927.02	$8,330.14
Supplement			$742.50	$1,485.00
Adjustment			$450.91	$450.91
Misc Pay WPTC	$42.284/hr			$126.85
Misc Pay CHE3 / 86_Athletics_TeriWood_07.05.2022	$19.220/hr			$884.12
Misc Pay CHH1 / 86_Athletics_TeriWood_05.20.2022	$19.220/hr			$2,191.08
Misc Pay CHH1 / 86_Athletics_TeriWood_06.03.2022	$19.220/hr			$1,095.54
Misc Pay CHH1 / 86_Athletics_TeriWood_06.17.2022	$19.220/hr			$326.74
Misc Pay ORCL / 360_ChantanaLim_05.05.2022	$18.750/hr			$75.00
Total Earnings			**$4,120.43**	**$14,965.38**

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

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

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

Appendix E – Custodial Pension Fund (CPE)

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

PARTICIPATING AGREEMENT

FUND OFFICE USE
Branch No.....
Agmt I.D. No.....

Business Information

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

Tacoma School District No. 10

Custodial Bargaining Unit

PO Box 1357

Tacoma, WA, 98401-1357

Administrative Contact Person: Rosalind Medina

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

Employer Federal Tax Identification No.

Business Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Bargaining Agreement Information

IUOE Local Union No.: 302

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

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

Bargaining Agreement covers:

☐ Geographic area - Describe:

☐ Single Project/Facility - Describe:

☐ Other - Describe: _____

_____

Rev 07/04

Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

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

☐ Other - Describe: _____

Contribution Levels: ☐ Uniform rates for all classifications

☐ Different rates for different classifications - Describe: _____

_____

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

				Rate 1	*Rate 2*	*Rate 3*
Effective from:		to:		Rate(s):	/	/ /
Effective from:	09-01-2022	to:	08-31-2025	Rate(s):	$1.80 /	/ /
Effective from:		to:		Rate(s):	/	/ /
Effective from:		to:		Rate(s):	/	/ /

Additional Rates/Comments/Explanations: _____

_____

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

Employer Signatory:

Rosalind Medina CFO

(Signature/Title)

Rosalind Medina

(Printed or Typed)

Local Union Signatory:

Jose Miranda

(Signature/Title)

Jose Miranda

(Printed or Typed)

FUND OFFICE USE

Accepted on_____ by_____, Chief Executive Officer
For the Trustees of the Central Pension Fund

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

Appendix F – Calendar



Tacoma Public Schools
2025-26 12-month Custodian Calendar
245 days + 15 holidays

SEPTEMBER 25

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

1st Labor Day
3rd School Starts
8th Kindergarten start date
21 workdays

OCTOBER 25

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

23 workdays

NOVEMBER 25

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

11th Veterans' Day
26th – 28th Thanksgiving Break
16 workdays

DECEMBER 25

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	H	H	26	27
28	29	E	H			

24th Christmas Eve
25th Christmas Day
30th Early Release
31st New Year's Eve
20 workdays

JANUARY 26

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

1st New Year's Day
5th School resumes
19th Martin Luther King Jr. Day
20 workdays

FEBRUARY 26

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

16th Presidents' Day holiday
19 workdays

MARCH 26

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				

22 workdays

APRIL 26

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

10th Friday of Spring Break (one-time paid holiday)
21 workdays

MAY 26

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	H	26	27	28	29	30
31						

25th Memorial Day
20 workdays

JUNE 26

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

17th Last day of school/Early release
19th Juneteenth holiday
21 workdays

JULY 26

S	M	T	W	Th	F	S
			1	2	H	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	

3rd Independence Day (observed)
22 workdays

AUGUST 26

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						

20 workdays

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