AGREEMENT
between the

Board of Directors
Tacoma School District No. 10

and the

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

September 1, 2017 - August 31, 2021

Tacoma, Washington
TACOMA SCHOOL DISTRICT No. 10

BOARD OF DIRECTORS

Catherine Ushka, President
Andrea Cobb, Vice President
    Debbie Winskill
    Scott Heinze
    Karen Vialle

SUPERINTENDENT

Carla J. Santorno

Pierce County, Washington
Building and Construction Trades Council, AFL-CIO
AFT/AFL-CIO
3049 South 36th St., Suite 220
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(253) 571-1000
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This Agreement is between the Tacoma School District No. 10 (hereinafter referred to as the “District”), the Pierce County, Washington Building and Construction Trades Council (hereinafter referred to as the “Council”) and each of the Unions who are signatory hereto. This is the entire agreement between the parties and has been arrived at through the process of collective bargaining between the District and the Council on behalf of the signatory Unions affiliated with the Council.

The parties hereto agree as follows:

ARTICLE I
RECOGNITION AND DEFINITIONS

Section 1. Recognition and Conformity to Law

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

Conformity to Law/Non-Discrimination

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

Section 2. Definitions

1. **Board of Directors** of Tacoma School District #10.

2. **Contract year**: September 1 through August 31.


4. **Immediate supervisor**: Purchasing Manager or Supervisor of Maintenance, as appropriate.

5. **Regular employee**: A regular employee is an employee whose permanent assignment is for 2080 hours for the scheduled work year and has attained seniority status.

6. **Superintendent**: Superintendent of Tacoma School District No. 10.
7. **Supervisor**: Purchasing Manager, Director of Building and Grounds, or Maintenance Supervisor, as appropriate.

8. **Temporary employee**: An employee hired to work for six (6) months or less. Temporary employees shall receive the regular hourly rate of pay but shall receive no benefits other than the health, welfare and pension benefits as negotiated for temporary employees. The six (6) month limitation may be extended only by mutual consent of the District and the Union. Temporary employees granted two (2) consecutive six (6) month periods of employment shall be considered a regular employee as defined in Article 1 Section 2 (5).

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

9. **Temporary Leave Replacement Employees**: Temporary employees hired to replace a regular employee due to a temporary leave of absence will be considered a regular employee for purposes of established paid holiday and paid leave policies. Temporary leave employees shall choose the District’s health and pension plans or the union health and pension plans, if applicable. Temporary leave employees will be laid off at the end of the temporary assignment but may apply for the position if posted.

10. **Temporary layoff**: A layoff of twelve (12) months or less.

11. **Union**: A signatory Union affiliated with the Council.

12. The District will notify the Council when organizational changes in the District result in changes to the titles of positions defined in this section.

### ARTICLE II

**RIGHTS OF THE BOARD**

**Section 3. Rights of the Board**

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

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

ARTICLE III
GENERAL CONTRACT PROVISIONS

Section 4. Grievance Procedure

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

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

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

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

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

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

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

Level 3: In the event the grievance is not satisfactorily resolved at Level 2, the Union shall
within five (5) regular working days following the receipt of the Level 2 written response,
present the grievance in writing to the Superintendent with a copy to Assistant Superintendent
of Human Resources.
Level 4: In the event the parties cannot satisfactorily resolve the grievance; the Council may request binding arbitration. If the Council determines to seek binding arbitration, it shall, within ten (10) regular working days after receipt of the Level 3 written response, submit a request, with a copy to the Superintendent, for a list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service, unless other arrangements are agreed to between the District and the Council. If the Council does not request arbitration within ten (10) regular working days, the grievance is waived. The parties will determine the arbitrator from this list by alternately striking names from the list. The arbitrator’s decision will be in writing and will set forth the finding of fact, reasoning and conclusions. The arbitrator will be without power or authority to make any decision which is outside the Agreement.

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

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

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

Section 5. Union Security

1. All District employees who are covered by this Agreement shall maintain membership in the appropriate Union signatory hereto as a condition of continued employment. All new employees shall become members of the appropriate Union signatory hereto per the provisions of that Union’s general policies and procedures as a condition to continued employment.

The Board upon written request of any Union shall, at its next regular meeting, discharge any employee who fails to tender the dues and/or fees uniformly required by the Union as a condition of acquiring or maintaining membership in good standing in the Union.

The District shall deduct Union membership dues and/or representation fees from wages of an employee under the following conditions:

a. The employee must authorize dues deduction, or cancellation thereof, in writing to the Union.

b. The Union will notify the District in writing of the employee(s) to add to or delete from dues deduction. Said notice must be received by the District by the 15th of the current month to be deducted on the warrant issued on the 5th of the following month.

c. The dues deduction must be either:

   i. A flat monthly amount,
ii. A percent of gross wages, or

iii. Cents per hour (converted, if necessary, to the equivalent percent of gross wages).

2. The District reserves the following hiring rights:

   a. The right to request a former employee of an appropriate craft.
   
   b. The right to request applicant(s).
   
   c. The right to reject any Union referral.

   d. Local established hiring hall rules shall apply, except as superseded by this Agreement.

   e. In cases where the Union cannot provide personnel qualified as required by the District, the District will have the right to seek applicants from outside the Union.

ARTICLE IV
WAGES, HOURS AND BENEFITS

Section 6. Wages and Benefit Contributions

Beginning with the 2017-18 school year, calculations for pay will eliminate the shadow rate schedule, and the hourly wage rate will be calculated based off of sixty-one percent (61%) of the State of Washington’s Prevailing Wage rates for Pierce County for each craft’s applicable Prevailing Wage.

For school years 2018-2019 and 2019-2020, the hourly wage rate will be calculated based off of sixty-one percent (61%) of the State of Washington’s Prevailing Wage rates for Pierce County for each craft’s applicable Prevailing Wage.

Beginning with the 2020-2021 school year, the hourly wage rate will be calculated based off of sixty-two percent (62%) of the State of Washington’s Prevailing Wage rates for Pierce County for each craft’s applicable Prevailing Wage.

Definitions for Wage Calculations

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

Employee Paid Fringe is the amount of deductions for craft pension contributions, trust health and welfare contributions, or the amount for additional Sound Partnership coverage.
The craft Prevailing Wage times the applicable percent identified in this agreement equals the employee’s hourly wage rate.

Sound Partnership coverage is the State Allocation for health care coverage allocated to the District in the State of Washington’s legislative budget.

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

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

Wage rates used in the calculation of pay will be updated annually in accordance with the State of Washington’s Prevailing Wage rates published each August 1 and effective each September 1 (beginning September 1, 2017) for each craft as listed:

<table>
<thead>
<tr>
<th>CRAFT</th>
<th>Prevaling Wage total package wage as of May, 2017</th>
<th>Identified Prevailing Wage craft</th>
<th>Sub craft</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Journeyman</td>
<td>$55.51</td>
<td>Carpenters</td>
<td>Carpenter</td>
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<td></td>
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<td></td>
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<tr>
<td>ELECTRICIAN</td>
<td></td>
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<tr>
<td>Journeyman</td>
<td>$61.24</td>
<td>Electricians – Inside</td>
<td>Journey Level</td>
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<tr>
<td>FLOOR COVERERS</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Journeyman</td>
<td>$46.11</td>
<td>Soft Floor Layers</td>
<td>Journey Level</td>
</tr>
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<tr>
<td>GLAZIERS</td>
<td></td>
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<tr>
<td>Journeyman</td>
<td>$59.31</td>
<td>Glaziers</td>
<td>Journey Level</td>
</tr>
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<td>LABORERS</td>
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<tr>
<td>Journeyman</td>
<td>$45.25</td>
<td>Laborers</td>
<td>General Laborer</td>
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<td>OPERATING ENG</td>
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<tr>
<td>Journeyman</td>
<td>$59.28</td>
<td>Power Equipment Operators</td>
<td>Mechanic</td>
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<td>PAINTERS</td>
<td></td>
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<tr>
<td>Journeyman</td>
<td>$48.56</td>
<td>Painters and drywall average of combined rates</td>
<td>Journey Level</td>
</tr>
<tr>
<td></td>
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<td>PLUMBER/PIPEFITTERS</td>
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<tr>
<td>Journeyman</td>
<td>$67.47</td>
<td>Plumbers and Pipefitters</td>
<td>Journey Level</td>
</tr>
<tr>
<td></td>
<td>Wage Rate</td>
<td>Industry</td>
<td>Level</td>
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<td>------------------------</td>
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<tr>
<td><strong>ROOFERS</strong></td>
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<tr>
<td>Journeyman</td>
<td>$47.12</td>
<td>Roofers</td>
<td>Journey Level</td>
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<tr>
<td><strong>SHEETMETAL</strong></td>
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<tr>
<td>Journeyman**</td>
<td>$75.46</td>
<td>Sheet Metal Workers</td>
<td>Journey Level (Field or Shop)</td>
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<tr>
<td><strong>TEAMSTERS</strong></td>
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<tr>
<td>Maintenance (Constr. Trades)</td>
<td>$52.70</td>
<td>Based on Schedule A provided each August</td>
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<tr>
<td>Warehouse (Allied)</td>
<td>$52.70</td>
<td>Truck Drivers</td>
<td>Other Trucks</td>
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<tr>
<td>Teamsters Foreman</td>
<td>$52.70</td>
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**Note:** Wage rates for painters is the average for Painters, Journeyman, and Drywall Tapers, Journeyman. Wage rates for Teamsters, Truck Drivers, Other Trucks will be the Schedule A wages listed in the Teamsters Local 313 AGC agreement.

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

Team Leads will be paid $2.75 more per hour above the applicable District craft wage.

Teamsters Foreman will be paid an additional $6.88 per hour above the applicable District craft wage.

Controls Electrician will be paid an additional $5.79 per hour above the applicable District craft wage.

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

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

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

Employees assigned to work swing shift shall be paid a premium of eighty-five cents (85¢ per hour) beginning September 1, 2014. Assignments to swing shift will be selected from volunteers or appointed by the District based on the District’s needs.

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

In the event the District requires additional state certification or licensing other than what would normally be expected for a position in the bargaining unit, the employee shall receive twenty-five cents (25¢) per hour increase in pay.

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

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

Section 7. Hours

1. The District will consider a ten (10) hour work day equal to a one and one-quarter (1.25) eight (8) hour work day for the purpose of benefits such as leaves and vacations.

2. An employee is allowed a one-half (1/2) hour duty-free lunch period exclusive of the assigned work hours.

3. The District will schedule a paid rest period of fifteen (15) minutes for each four (4) hours of working time.

4. Regular employees will work a five (5) or four (4) day schedule equaling a 2,080-hour year including vacation and holidays provided, however, the District at its discretion may layoff employees.

5. The District will establish regular starting and ending times. Once an employee’s hours are established, a minimum of two (2) weeks notice to the employee is required before changing work hours. An employee must work a minimum of one work week at the established hours before a change in work hours. An employee’s shift shall be either eight (8) hours Monday through Friday or ten (10) hours Monday through Thursday, or Tuesday through Friday, exclusive of lunch as follows:

   a. Day shift between the hours of 6:00 a.m. and 4:30 p.m. Four/tens (summer) between the hours of 6:00 a.m. and 6:00 p.m. or as provided for by separate craft agreement.

   b. Swing shift between the hours of 1:00 p.m. and 1:00 a.m.

   c. Graveyard shift between the hours of 10:30 p.m. and 8:30 a.m.
d. Management will staff both shifts five (5) days a week. Management reserves the right to swap days during the school year for the morale of the team. Management also reserves the right to have only four (4) days covered Monday through Thursday, and/or Tuesday through Friday, in the best interest of the District.

e. If any holiday falls within an employee’s regular shift schedule, those days will be observed and compensated accordingly. If any holiday falls on a day outside of the employee’s regular shift, for Friday and Saturday, the preceding day of the regular shift shall be observed as the holiday, and if the holiday falls on a Sunday or Monday the succeeding day of the regular shift shall be observed as the holiday.

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

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

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

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

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

a. Each work day shall be eight (8) hours.

b. Employees shall work three (3) ten-hour days and may take two (2) hours of available leave.
Employees required to return to work after leaving the District will receive a minimum of three (3) hours pay at the appropriate rate.

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

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

Section 8. Holidays

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

1. A regular employee will be granted thirteen (13) paid holidays per school year. An employee is not expected to work on the following holidays:

- Labor Day
- Veteran’s Day
- Day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve
- New Year’s Day
- Martin Luther King, Jr., Day
- Presidents’ Day
- Memorial Day
- Independence 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 a Sunday, the District will schedule days off with pay for the holiday(s) that fall on the weekend.

3. If an employee is required to work on the day after Thanksgiving, December 24, December 31, or Friday of Spring Break, the employee shall be paid time and one-half the regular rate of pay for the hours worked plus pay for the holiday. If an employee is required to work on the calendar date of any other holiday, the employee will be paid double time the regular rate of pay for the hours worked plus pay for the holiday.

4. If a temporary employee works a regular shift on the scheduled day before and the scheduled day after a holiday, the temporary employee shall be paid for the holiday.

Section 9. Vacations
1. All regular employees employed as of September 1, 1992, shall receive twenty-two (22) days paid vacation, except as provided below. Any employees, including both regular and temporary, who have worked ninety (90) or more days between June 1, 1989 and August 31, 1992 and are subsequently hired as regular employees, shall be eligible for twenty-two (22) days paid vacation. All other new employees hired after September 1, 1992, shall have paid vacation allocated as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days</th>
</tr>
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<tbody>
<tr>
<td>0 - 5</td>
<td>10</td>
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<tr>
<td>6 - 10</td>
<td>15</td>
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<tr>
<td>11</td>
<td>23</td>
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<td>20</td>
<td>25</td>
</tr>
</tbody>
</table>

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

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

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

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

3. A prorated vacation will be allowed for a regular employee who resigns.

4. Days worked and days paid for by reason of sick leave benefits will be counted in computing prorated vacations.

5. Vacation day(s) shall be scheduled by mutual consent of the employee and the foreman/immediate supervisor, subject to the approval of the Supervisor. Except in case of emergency, an employee must submit a written request at least ten (10) working days prior to the first day of said vacation.

6. A regular employee is allowed to defer up to a maximum of fifteen (15) days of vacation.
A regular employee may take up to thirty (30) consecutive vacation days when approved by the Supervisor.

7. A regular employee will only be paid for thirty (30) unused vacation days upon retirement, resignation, etc. from the District; provided, however, that an employee will not be required to lose annual vacation.

Section 10. Health, Welfare and Pension Benefits and Trust

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

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

Benefits Contributions

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

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

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

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

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

Teamsters covered by this agreement shall participate in the PEER (Program for Enhanced Early Retirement Option) through individual payroll contribution. All contributions to the Western Conference of Teamsters Pension Trust are funded through diversion from wages. For the job classifications Truck & Tractor Driver, and Warehouseman/Maintenance:
• The basic rate is $2.83;
• The 16.5% for PEER 80 rate is $0.47; and
• The total rate is $3.30.

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

2. For the District’s Sound Partnership Trust: Benefits for crafts participating in the District’s Sound Partnership Trust will be determined by the Trustees in keeping with the powers and responsibilities described in the Trust document. The length of the appointment, responsibilities, and powers of the trustees shall be determined by the Trust document, provided that the trustees have no authority to act in violation of this Section. The Trust shall offer health, group long-term disability, group term life, group vision and group dental insurances. In keeping with the powers and responsibilities as described in the Trust document, the Trustees shall determine the insurance benefits to be provided and the contributions required of eligible full-time and eligible part-time plan participants.

In the event of a qualified change in family or employment status, an employee will be allowed thirty (30) days in which to enroll in the health insurance plan. The insurance benefits and contributions provided by this section may be reopened by the Union for negotiations in any of the following events: The Trust is dissolved, or considers dissolving; or the Trust acts in violation of this Section.

Section 11. Use of Personal Vehicles

1. Travel Allowance

   a. An employee required to use a private automobile to travel on school business shall be compensated at the IRS established rate.

   b. Travel from home to work or first place of call and from work or last place of call to home is not reimbursable.
2. The District will reimburse an employee for slashed tire(s) and/or vandalism damage caused to a vehicle which occurred in the course of his/her employment pursuant to the following conditions:

a. A police report must be filled and a copy of said report must be provided to the Director within forty-eight (48) hours of the incident. In addition, the District may at its discretion require an employee to show evidence of damage.

b. The reimbursement shall be subject to a $1,000 maximum reimbursement of actual expenses of each loss.

c. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance benefits.

d. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the Director within thirty (30) days of loss or damage, or the claim is waived.

e. The total obligation for reimbursement by the District is $25,000 for each year for all District employees.

3. The District will reimburse an employee for damage or loss of personal property, vehicles excluded, used by the employee in the course of his/her employment pursuant to the following conditions.

a. The reimbursement shall be subject to a fifty-dollar ($50) deductible with a $1,000 maximum reimbursement of each loss.

b. Reimbursement shall be based upon a reasonable estimate of current value.

c. The District may, at the District’s discretion, require an employee to show reasonable evidence of theft or damage.

d. An employee must take reasonable care to protect his/her personal equipment.

e. Loss or theft of cash will not be covered.

f. If the loss is covered by an insurance policy carried by the employee, such insurance must be used prior to making a claim to the District.

g. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage, or the claim is waived.

h. The District’s obligation for such loss is a maximum of $20,000 for each year for all District employees.
4. The District shall identify key positions that require the use of personal communication devices that may include cell phones and/or tablets. These devices will be provided to the employee by the District. Employees owning personal communication devices will not be required to use such devices for District business.

ARTICLE V
GENERAL CONDITIONS

Section 12. Program Procedures

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

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

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

2. The District will not require an employee to transport District supplies, materials or tools in a private vehicle.

3. Any new position, opportunity to change shifts, special assignment, or vacancy within Building and Grounds and the Warehouse shall be posted a minimum of one week, within fifteen (15) calendar days of such vacancy, except the fifteen (15) day requirement will be suspended from March 15th to June 30th each year, in order to provide an opportunity for any employee to express interest. The notice provision may only be changed in the event of an emergency. Team leader and temporary team leader positions will be posted for informational purposes. Team leaders and temporary team leaders are selected at the supervisor’s discretion including consideration of the following criteria: maturity, ability to see the overall nature of the work and well-developed skills in all areas; leadership, generally recognized by management and the crafts employees as reliable; team player, works well with others towards department and project goals and objectives; supportive of management, past record indicates support of and cooperation with management in problem solving; craft orientation, works in a craft compatible with the position and enhances the mix of crafts among the team leaders.

a. In addition to posting, the District shall notify the Pierce County Building Trades in a timely fashion of any new positions, opportunities to change shifts, special assignments or vacancies within Building and Grounds and the Warehouse.
b. If the position is not filled within forty-five (45) calendar days of the posting, and when it is filled the person selected has been serving in the position as a temporary employee, the person serving in the position will receive the regular rate of pay and all accrued regular employee benefits, including seniority, retroactive to the forty-fifth (45th) day after the posting.

4. Temporary employees who have worked at the District for at least five hundred (500) hours and become hired as regular employees shall have a three (3) month probationary period, rather than six (6) month probationary period provided in Section 13(2).

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

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

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

6. Annual Evaluations

Maintenance personnel shall be evaluated on or before August 31 annually and shall be notified by November 1 as to who is responsible for completing the evaluation. No employee in the bargaining unit shall be assigned to evaluate another employee in the bargaining unit. Twice yearly, employees assigned as Team Leads will give feedback to the employee and the Evaluator in a meeting attended by the employee, Team Lead, and Evaluator. The purpose of the annual evaluation shall be to provide feedback on employee performance, not as a basis for promotion, demotion or discipline. The Union retains the right to review the outcome and process of the annual evaluation by request of the employee.
Each immediate supervisor shall meet with each employee no later than November 15 annually in order to acquaint staff with the process to be followed regarding the annual evaluation, to answer questions pertaining to the format for evaluations and to review general and specific expectations for job performance. An employee may request an alternate evaluator by submitting a request to the Assistant Superintendent of Human Resources in writing.

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

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

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

Section 13. Seniority

1. The principle of seniority within each union affiliation and by trade classification is hereby established for regular employees.

2. Seniority is the continuous service as a regular employee with the District in a specific union based on the date of hire by the Board (union affiliation seniority); provided, however, the seniority of an employee established as of March 25, 1982, shall continue in effect. An employee who transfers to the maintenance or warehouse bargaining unit or who changes trade classification will have trade classification seniority based on the first day of employment in the new unit or in the new trade classification, but maintains the employee’s union affiliation seniority. An employee shall have seniority established only after completing six (6) months of probationary employment with the District, unless eligible for a three (3) month probationary period pursuant to Section 12 (4).

a. The District will strive to assure an equitable allocation of overtime. Any unplanned overtime will be assigned to the employee presently performing the task on the site. For planned overtime, it shall be offered first to qualified permanent employees by seniority, then to temporary employees.
b. Each teamster shall be allowed to bid on his/her route assignment, based on seniority, once per year.

3. An employee’s seniority shall be terminated under the following conditions:

a. If the employee is terminated for cause.

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

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

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

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

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

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

Section 14. Layoff and Recall Procedure

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

Regular employees who are laid off will be placed on a layoff list for twelve (12) months from the date of layoff. The District will give persons on the layoff list preference by seniority for rehire as a regular employee or temporary employee; if rehired to a regular employee position within twelve (12) months, said employee’s previous hire-in date will establish the employee’s seniority.
Regular employees who were laid off and are rehired as temporary employees shall be entitled to full contract benefits for a period of twenty-four (24) months from date of layoff as a regular employee. Temporary employees who are hired due to emergencies on short-term critical work needs within a craft which has had a layoff within the previous fiscal year (September 1-August 31) shall receive full contract benefits after ninety (90) consecutive work days consistent with the mutual consent of the Union and the District as provided in Article I, Section 2.9 of the agreement.

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

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

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

Section 15. Discipline

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

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

Section 16. Dismissals

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

Section 17. Leave with Pay

1. Statement of Cause of Absence

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

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

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

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

The following conditions apply to emergencies:

a. The problem has been suddenly precipitated.

b. Preplanning is not possible.

c. Preplanning cannot relieve the necessity for the employee’s absence.

d. The problem is not minor or of mere convenience, but of a serious nature.

e. Auto trouble shall not be considered an emergency except in case of an accident.

f. Weather conditions shall not be considered an emergency.

f. Incarceration shall not be considered an emergency; provided however, if an employee is later acquitted, sick leave will apply and will be paid retroactively.

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

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

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is 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 every one (1) day’s monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. 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.

4. Jury Duty, Subpoena Leave

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

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

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

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

5. Bereavement Leave

The District will allow regular employees up to five (5) days of paid bereavement leave related to the death of any relative residing in the employee’s household and/or the following family members: spouse, domestic partner registered with the District’s or participating union’s benefit trust or other government organization, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and grandchild.
The District will allow regular employees up to three (3) consecutive days of paid bereavement leave related to the death of a sister-in-law or brother-in-law.

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

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

6. Attendance Incentive

As an attendance incentive, any employee who does not use any unscheduled leave for four (4) consecutive months will receive an additional eight (8) hours of vacation leave, which must be used in eight (8) hour increments. In lieu of the additional eight (8) hours of vacation leave, the employee may, at his/her option, receive an attendance stipend of $150. Employees may utilize bereavement, jury duty, military leave, or no more than sixteen (16) hours of sick leave or family leave (combined) and remain eligible for the attendance incentive. Leave utilized pursuant to Section 7(10) does not invalidate an employee’s eligibility for an attendance incentive.

7. Family Illness Leave

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

8. Extraordinary Leave

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

Extraordinary leave may not be used to extend a holiday, vacation or during the first or last five (5) days of the school year.

b. The procedures for obtaining extraordinary leave are as follows:
Written application for approval for use of extraordinary leave shall be submitted in writing to the immediate supervisor within five (5) days before the requested absence.

9. Leave for Class time for State Licensing or Certification

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

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

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

a. Any employee who is a member of the Washington National Guard or any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060.

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

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

Section 18. Leave Without Pay

1. Parental and Adoption Leave

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

b. When parental leave commences, the employee will indicate to the Human Resources Department, the length of time he/she anticipates being on leave. A female employee shall not be required to leave work during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job.
c. If the employee indicates a desire to return to work within eight (8) calendar weeks after the birth of the child and has the approval of her personal physician, she may return to her previous assignment. Should parental leave exceed eight (8) calendar weeks after the birth of a child, the District will reassign the employee to the position of last assignment or one (1) of equal pay.

d. An employee who is legally adopting a child (six (6) years or younger) may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee may choose to use paid sick leave and extraordinary leave before or after the actual adoption for up to six (6) weeks if the adoption occurs within the United States or up to eight (8) weeks if the adoption occurs outside the United States, up to the amount of his/her accrued paid leave. The District will reassign the employee who returns from adoption leave to the position of last assignment or one (1) of equal pay.

e. Parental and adoption leave shall not extend beyond eighteen (18) months of the date on which the child was born or placement in the case of adoption. Parental and adoption leave may be shared by the parents if it does not exceed the amount available under the contract. The benefits of the federal and state Family and Medical Leave Act laws may apply.

2. Political Leave

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

a. With three (3) weeks’ notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for employee’s own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to leave.

b. If the employee is elected to the office, the Board may return the employee to the same or mutually agreed-upon position until such time that employee’s elected term of office necessitates leaving assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with assignment.

c. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year.

d. It will be assumed that the employee wishes to return to the position of last assignment unless the employee notifies the Superintendent in writing, by March 18 prior to the expiration of leave. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. Political leaves may be granted for one (1) year or a fraction of a
year. Upon return from this type of leave, the employee may be returned to his/her same position. If political leave is extended beyond one (1) year, the person’s right to return to original position cannot be guaranteed.

3. Military Service (Active Duty) Leave

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

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

4. Recuperation Leave

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

Section 19. Drug and Alcohol Testing

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

All testing, both screening and confirmation, will be performed by SAMHSA certified laboratories. Screening tests use Enzyme Immunoassay (EMIT) and confirmation, if needed, is by Gas Chromatography/Mass Spectrometry (GC/MS).
Urine collection procedures for drug testing will follow the requirement used by the U.S. Department of Transportation Workplace Drug Testing Programs (49 CFR Part 40).

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

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

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

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

2. The Business Representative of the Union will be given a courtesy telephone call that the District will be requiring a drug urine or alcohol breathalyzer test of an employee and will describe the underlying circumstances leading to the reasonable suspicion finding.

3. All positive tests will be subjected to a second confirmation test to ensure the validity of the initial test results. All drug tests will be reviewed by a certified Medical Review Officer (MRO) before verified results are reported to the District’s designated administrators in the Human Resources Department. The employee will be given a chance to explain the reason for a positive test to the MRO. The MRO will follow the U.S. Department of Transportation published rules and guidance in making these professional determinations. The employee’s medical information, other than the results of testing, will not be disclosed to the District.
4. The results of the drug urine or alcohol breathalyzer test will be weighed by the District in determining if any employee misconduct has occurred and if so, the appropriate discipline. An employee who refuses to consent immediately upon request to a test for the presence of drugs and/or alcohol or to otherwise fully cooperate in the test or an investigation for such will be considered insubordinate and subject to such discipline as may be appropriate under the circumstances, which may include suspension without pay with intent to discharge following investigation. All of the due process required by the collective bargaining agreement and general legal principles will also be applied.

5. Employees shall notify the Assistant Superintendent of Human Resources within five (5) days of any conviction of any criminal drug statute conviction or, if the employee operates any vehicles or motorized equipment in the performance of their duties, any alcohol related criminal conviction or suspension or revocation of their driver’s license.

6. If there has been no other related misconduct, employees who test positive for drugs or alcohol will be offered one opportunity to have a drug or alcohol assessment and successfully complete any treatment or counseling prescribed in the assessment before being considered for disciplinary action. Employees who are cleared for return to duty by a mutually agreed upon substance abuse professional will be reinstated to duty, if there is no administrative or disciplinary action pending due to other misconduct. Return to duty will include assignment to a one (1) year probationary period which may include random testing, counseling and/or treatment. The school district will incur no financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement. Employees may utilize accrued leave while participating in substance abuse treatment, or may be placed on unpaid leave if they do not have sufficient leave to cover their absence during treatment.

ARTICLE VI
FURTHER PROVISIONS

Section 20. Agreement Clause

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

Section 21. Agreements

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

Section 22. Memoranda of Understanding and Appendices

The Council and the District have reviewed all memoranda of understanding that could be identified by either party. The Memorandum of Understanding signed by the parties in December 2003 regarding health benefits for carpenters, the Memorandum of Understanding signed by the parties in May 2004 regarding health benefits for plumbers and pipefitters, and the Memorandum of Understanding signed by the parties in November 2006 regarding
division of work between painters and plumbers, and the Memorandum of Understanding
signed by the parties in December 2013 regarding annual evaluations will each be included in
the contract as an appendices. Other appendices shall be the 2014-15 salary schedule,
showing total hourly rates and the rates as adjusted for pension, health and welfare
contribution; a current evaluation form; a seniority list accurate as of September 1, 2014;
twelve (12) month work and school year calendars for 2014-15; and a school year calendar
for 2015-16.

Section 23. Copies of Agreement Clause

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

Section 24. Hepatitis Shots

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

Section 25. Minimum Workforce and Subcontracting

1. The District will maintain a workforce of a minimum of fifty (50) regular full-time
employees during the four-year agreement, 2017-21. In the event that there is a
significant loss of revenue to the district resulting from a levy failure, legislative
action, significant District budget reductions leading to a shortfall or passage of a
ballot measure. The District will notify the Council and the parties will meet no less
than thirty (30) calendar days prior to the implementation of any changes to the
minimum workforce number, to discuss alternative courses of action.

2. The District shall maintain its right to subcontract work. However, the District shall
not subcontract work covered by the classifications included in this agreement unless
the regular employees employed in all classifications are used first. This is a
commitment not to use outside contractors at times when regular employees are
available. As an exception to the foregoing commitment, the District may still
subcontract if any of the following conditions occur:

   a. The required services are uncommon to district employees because they are
      special, highly technical, particular, or unique in character.

   b. The required services involve the use of equipment or materials not possessed
      by the District at the time and place required.

   c. When services of a contractor are necessary for health and safety reasons.

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

In addition, there shall be no restriction on subcontracting any work at any time under
any conditions which is above the bid threshold established by law or under any
circumstances where the District is required to comply with applicable law.
Section 26. Workday Clothing Requirements

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

Each September, employees will be allowed to purchase up to a value of $450 annually (September- August). New employees will receive the annual allocation upon hire. Allocations will not be carried over from year to year. All employees’ visible work wear will have the District-approved logo sewn onto the left breast pocket area. Employees may add their name to the right breast pocket area.

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

Section 27. Duration Clause

This Agreement shall be effective September 1, 2017 and shall continue in full force and effect until August 31, 2021.
AGREEMENT

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

FOR TACOMA SCHOOL DISTRICT #10

Catherine Ushka, President,
Board of Directors

Date

FOR THE COUNCIL AND SIGNATORY UNIONS

Mark A. Martinez, Pierce County, Washington Building & Construction Trades Council

Date

Machinists, District Council #160, on behalf of Local #297

Labourers, Local #252

Bricklayers, Local #1

Painters, Local #64

Plasterers & Cement Masons, Local #528

Pacific Northwest Region Council of Carpenters

Carpet & Linoleum Layers, Local #1238

Plumbers & Fitters, Local #26

Electrical Workers, Local #76

Roofters, Local #153

Operating Engineers, Local #612

Sheet Metal Workers, Local #66

Glaziers & Glass Workers, Local #188

Teamsters, Local #313
APPENDIX B SHADOW SALARY SCHEDULE
TACOMA PUBLIC SCHOOLS
BUILDING AND CONSTRUCTION TRADES
PERFORMANCE EVALUATION REPORT

Employee Name: ________________________________  Employee #: __________________________
Job Title: ________________________________  Date: __________________________
Job Location: ________________________________
Evaluator Name: ________________________________

Rating Instructions: Unsatisfactory requires an explanation. Each rating will have a score associated with the rating. U=1, B=2, P=3, D=4. Each criteria will be assigned rating score. The overall evaluation score will be the average of the seven individual rating scores.

U=Unsatisfactory  B=Basic  P=Proficient  D=Distinguished
**Rating Instructions:** Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th></th>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion One</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of Work:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demonstrates complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and thorough workmanship</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>in troubleshooting and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>problem resolution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Unsatisfactory</strong></td>
<td>Is inaccurate, and work reflects lack of thoroughness.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work is incomplete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Basic</strong></td>
<td>Is intermittently accurate or thorough in completion of work.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Receives multiple call backs for work orders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Proficient</strong></td>
<td>Consistently completes &amp; is thorough in workmanship the majority of the time.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Very few call backs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Distinguished</strong></td>
<td>Proficient, thorough and completes work assigned.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continually looks for ways to improve; supports others in becoming more accurate &amp; thorough in their work efforts.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION One:**

Rating for Criterion One: _______
**Rating Instructions:** Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion Two</strong></td>
<td><strong>Problem Solving and Judgment:</strong> Demonstrates ability to analyze, reason, and reach an appropriate solution; ability to determine when to act on his/her own and when to steer a situation to a higher authority.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Uses poor judgment when making decisions.</td>
<td>Intermittently shows sound, reasonable judgment skills.</td>
<td>Consistently uses good judgment &amp; decision-making skills.</td>
</tr>
<tr>
<td></td>
<td>Does not use good reasoning skills in decision-making.</td>
<td>Intermittently refers decisions to more experienced technician or higher authority.</td>
<td>When required consistently refers situation &amp; decision-making to more experienced technician or higher authority.</td>
</tr>
<tr>
<td></td>
<td>Does not recognize when to refer decisions to more experienced technician or higher authority.</td>
<td>Intermittently uses reasoned analysis in situations that require thoughtful consideration of next steps.</td>
<td>Consistently uses good analysis, decision-making, and reasoned judgment.</td>
</tr>
<tr>
<td></td>
<td>Makes poor choices that could have been avoided with better decision-making skills.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION TWO:**

**Rating for Criterion Two:** _______
Rating Instructions: Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion Three</strong></td>
<td><strong>Quantity of Work:</strong> Demonstrates ability to complete and perform the assigned task in an average time standard for each craft as reflected in Xactimate and/or RS Means</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Basic</td>
<td>Proficient</td>
<td>Distinguished</td>
</tr>
<tr>
<td>Does not produce the work required of the job.</td>
<td>Intermittently produces the volume of work required by the job.</td>
<td>Consistently successful in producing the volume of work required by the job.</td>
<td>Always produces the volume of work required by the job.</td>
</tr>
<tr>
<td>Continually late in meeting established deadlines.</td>
<td>Intermittently timely in meeting established deadlines.</td>
<td>Is consistently reliable in meeting established production deadlines.</td>
<td>Is often ahead of schedule meeting production deadlines.</td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION THREE:**

Rating for Criterion Three: ____
Rating Instructions: Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion Four</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Planning and Organizing Skills:</strong> Demonstrates skill in effectively utilizing time and adapting to changes; ability to prioritize work assignment; is self-motivated.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Unsatisfactory</strong></td>
<td>Basic</td>
<td>Proficient</td>
<td>Distinguished</td>
</tr>
<tr>
<td>Is disorganized &amp; uses time poorly.</td>
<td>Intermittently shows capability to organize time and effort.</td>
<td>Consistently uses time &amp; resources successfully.</td>
<td>Proficient &amp; forward-thinking regarding prioritization of work.</td>
</tr>
<tr>
<td>Does not adapt to changing situations &amp; requires supervisory attention in order to prioritize work assignment.</td>
<td>Intermittently adapts positively to changes in the work environment.</td>
<td>Consistently adapts well to changes in the work environment &amp; job expectations.</td>
<td>Highly organized &amp; implements processes &amp; procedures to complete the job.</td>
</tr>
<tr>
<td>Must be given consistent direction on meeting deadlines</td>
<td>Intermittently acts independently, seldom required to be told to begin working</td>
<td>Consistently prioritizes work to complete the job in a timely manner.</td>
<td>Models success for others.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Consistently acts independently</td>
<td>Self-motivated to complete assigned tasks</td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION Four:**

**Rating for Criterion Four:** ________
Rating Instructions: Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion Five</strong></td>
<td><strong>Safety Procedures:</strong> Demonstrates care and foresight in protecting self and others.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Unsatisfactory</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does not prioritize safety.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creates situations that are unsafe for self or for others.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seldom utilizes PPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Basic</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittently demonstrates safety practices for self and others.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittently takes precautions &amp; is proactive in practicing safety.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittently behaves carelessly impacting self and others.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittently utilizes PPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Proficient</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consistently is safe in work environment &amp; is up to date on safety training.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consistently applies safe processes &amp; procedures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consistently uses PPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Distinguished</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proficient &amp; is forward-thinking regarding implementation of safety on the job.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Properly uses PPE each time it is required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identifies unsafe conditions, corrects unsafe conditions and reports to higher authority</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION FIVE:**

**Rating for Criterion Five:** ________
Rating Instructions: Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does not communicate professionally with others.</td>
<td>Intermittently has positive interaction with others.</td>
<td>Consistently relates well to staff, leadership, management, &amp; the public.</td>
<td>Proficient &amp; foresees where there might be language or cultural barriers that can be overcome with advance thinking and planning.</td>
</tr>
<tr>
<td>Discourteous and uses inappropriate demeanor and/or language.</td>
<td>Intermittently listens to others &amp; responds in appropriate, proactive manner.</td>
<td>Consistently cooperative, positive, &amp; sensitive to others’ thinking.</td>
<td>Positive person with a desire to make others feel comfortable &amp; welcome.</td>
</tr>
<tr>
<td>Insensitive to others &amp; does not consider others’ feelings or perceptions.</td>
<td>Intermittently has a positive demeanor.</td>
<td>Consistently a thoughtful, considerate employee.</td>
<td>Viewed by others as a model of excellence for interpersonal relationships.</td>
</tr>
<tr>
<td>Lacks sensitivity or cultural competency.</td>
<td>Intermittently demonstrates cultural competence &amp; shows awareness of others’ perceptions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poor listener and/or has been the recipient of an inordinate number of complaints by co-workers and the customer.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION SIX:**

Rating for Criterion Six: ________
Rating Instructions: Unsatisfactory requires an explanation.

<table>
<thead>
<tr>
<th>U=Unsatisfactory</th>
<th>B=Basic</th>
<th>P=Proficient</th>
<th>D=Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion Seven</strong></td>
<td><strong>Attendance and Punctuality:</strong> Practices good attendance habits. Comes to work on time and demonstrates high degree of punctuality during the workday, on time for all scheduled work appointments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Poor attendance habits exceeding unscheduled leave time allotted.</td>
<td>Basic</td>
<td>Intermittently exceeds unscheduled leave time allotted.</td>
</tr>
<tr>
<td></td>
<td>Frequently exceeds break time limits.</td>
<td></td>
<td>Intermittently returns on time from break.</td>
</tr>
<tr>
<td></td>
<td>Frequently returns to the maintenance facility early and is not involved in productive tasks.</td>
<td></td>
<td>Intermittently returns to maintenance facility at reasonable time and remains productive.</td>
</tr>
</tbody>
</table>

**COMMENTS FOR CRITERION SEVEN:**

Rating for Criterion Seven: _____
Rating Instructions: Unsatisfactory requires an explanation. Each rating will have a score associated with the rating. U=1, B=2, P=3, D=4. Each criteria will be assigned rating score. The overall evaluation score will be the average of the seven individual rating scores.

OVERALL EVALUATION RATING: ______

EMPLOYEE SIGNATURE/COMMENTS
My evaluator has explained the reason for this rating. My signature indicates receipt of this evaluation but does not necessarily indicate agreement.

______________________________________________________________________________
Employee Signature  Date

______________________________________________________________________________
Evaluator Signature  Date

EMPLOYEE COMMENTS (use additional sheet if necessary)
APPENDIX E WAREHOUSE SENIORITY LIST
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>First Day of Work</td>
<td></td>
</tr>
<tr>
<td>4th</td>
<td>Labor Day Holiday</td>
<td></td>
</tr>
<tr>
<td>6th</td>
<td>First Student Day</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><strong>SEPTMBER 17</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>OCTOBER 17</strong></td>
<td></td>
</tr>
<tr>
<td>10th</td>
<td>Veterans' Day Holiday (observed)</td>
<td>18</td>
</tr>
<tr>
<td>22nd, 23rd, 24th</td>
<td>Thanksgiving Day Break</td>
<td></td>
</tr>
<tr>
<td>1st</td>
<td>New Year's Day</td>
<td>21</td>
</tr>
<tr>
<td>2nd</td>
<td>School resumes</td>
<td></td>
</tr>
<tr>
<td>15th</td>
<td>Martin Luther King Jr. Day Holiday</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>NOVEMBER 17</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>DECEMBER 17</strong></td>
<td></td>
</tr>
<tr>
<td>1st</td>
<td><strong>JANUARY 18</strong></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td><strong>FEBRUARY 18</strong></td>
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**H = Holiday**  **N = Non-Work Day**  **SS = School Starts**  **E = Early Release**  **S = Snow Make-Up Day**
## Tacoma Public Schools

**2017-18 School Year Student Calendar** *(Updated 6/06/2017)*

<table>
<thead>
<tr>
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**26th** Kindergarten Data Day
*No school for Kindergarten students only*

**27th** District Data Day
*(no school)*

21 days

### NOVEMBER 17

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**1st** Elementary Trimester Break
*No school for elementary students only*

**6th** Elementary Conferences
*Early Release grades K-5*

**7th, 8th** All Grades Conferences
Early Release grades K-12

Dec 18 – Jan 1 *Winter Break/
No school

10 days – elementary students
11 days – secondary students

### JANUARY 18

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**2nd** Secondary Semester Break
*No school for middle and high school students*

**5th** Second semester begins

**19th** Presidents’ Day Holiday

19 days – elementary students
18 days – secondary students

### MARCH 18

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**2nd – 6th** Spring Break

16 days

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**D** = District Data Day (no school)  
**H** = Holiday (no school)  
**N** = Non-School Day  
**SS** = School Starts

**KS** = Kindergarten Start Date  
**E** = Early Release  
**S** = Snow Make-Up Day

15th *Last Day of School/Early Release*

18th, 19th, 20th, 21st *Snow make-up days, if needed*

11 days
Memorandum of Understanding
Regarding Development of a New Evaluation Tool

This Memorandum of Understanding is entered into by the Tacoma School District (District) and the Pierce County, Washington Building and Construction Trades (union) regarding the development of a new Evaluation Tool.

The District and the Union agree that there is a need to create a new evaluation tool to be used by management and employee for the purpose of their annual evaluation.

The District and Union agree to:

- Form a work group consisting of three District and three Union participants to draft the tool. The tool will be modeled after the document shared as a draft during negotiations. (See attached)
- The work group will have a proposal to present to the Bargaining Team prior to the ratification of the new agreement.
- The goal for implementation will be for use in the 2017-18 school year.
- Any concerns about the implementation of the new evaluation tool will be brought to Labor Management.

This agreement remains in effect through the ratification of the new collective bargaining agreement.

For the District:

[Signature]
Gayle Elijah
Director of Employee and Labor Relations
Human Resources

Date: 3/31/17

For Pierce County Building Trades:

[Signature]
Mark Martinez
Building and Construction Trades

Date: 3/31/2017
MEMORANDUM OF UNDERSTANDING
Between the Tacoma School District No. 10 ("District") and the Teamsters - Pierce County, Washington Building & Construction Trades Council, AFL-CIO ("Union")

The purpose of this Memorandum of Understanding is to commemorate in writing an agreement between the Tacoma School District – Maintenance & Operations ("District") and the Teamsters - Pierce County, Washington Building & Construction Trades Council, AFL-CIO ("Union") regarding contributions to the Western Conference of Teamsters Pension Trust Fund.

RECITAL

1. Contributions to the Western Conference of Teamsters Pension Trust Fund are employee contributions and will be through a payroll reduction. The hourly rate shall not be adjusted whether the pension cost increases or decreases.

2. Members of the Teamsters - Pierce County, Washington Building & Construction Trades Council may meet annually to set the employee contribution to the Western Conference of Teamsters Pension Trust Fund.

3. Contributions to the Western Conference of Teamsters Pension Trust Fund, once set by the membership will be consistent for all compensable hours paid including vacation and holidays regardless of the pay rate. Pension benefits are based on a cap of 2,080 hours maximum for the year. If the District deducts more than 2,080 hours the employees shall receive a refund no later than one (1) month from time of discovery.

The Union and the District hereby agree that all contributions to the Teamsters - Pierce County, Washington Building & Construction Trades Council's Western Conference of Teamsters Pension Trust Fund will be funded by reductions in the wages of the Union members and will in no part be funded by contributions from the District, in accordance with the following provisions and that the District is not responsible for the performance of the Western Conference of Teamsters Pension Trust Fund:

- The purpose of the Western Conference of Teamsters Pension Trust Fund shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Western Conference of Teamsters Pension Trust 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 Western Conference of Teamsters Pension Trust Fund, on the account of each member of the Teamsters - Pierce County, Washington Building &
Construction Trades Council Bargaining Unit, an hourly sum for all compensable hours (2,080) paid including vacation and holidays.

- Obligation to the Fund: The Employer and the Union agree to be bound by the established Agreement and Declaration of Trust and by any amendments to said Trust Agreement.

The Union will annually notify the District of its intent to make any changes in the amount of the employee’s contribution to the Western Conference of Teamsters Pension Trust Fund.

The Employer and Union agree that there are no changes or modifications to the current 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 first business day of such month.

4. Any issues/questions regarding the enforcement of this MOU will be brought to Labor Management for resolution.

5. This Memorandum of Understanding will commence as soon as possible but not later than with the September 5, 2015 paycheck (this paycheck will refund all employees retro-active to September 1, 2012).

6. This Memorandum of Understanding will be in effect September 1, 2017 and until the parties mutually agree to rescind it.

This memorandum constitutes the complete understanding and commitments of the parties. There are no oral or other agreements that modify this memorandum.

For the District:

[Signature]

Date: __/__/__

For the Union:

[Signature]

Date: __/__/__

Collective Bargaining Agreement Extension MOU
Teamsters Health and Welfare
Memorandum of Understanding
Between Tacoma School District No. 10,
The Pierce County Building and Construction Trades Council, and
Teamsters Local Union No. 313

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Tacoma School District No. 10 (District), the Pierce County Building and Construction Trades Council (Council), and Teamsters Local Union No. 313 (Union), related to the Teamsters joining the United Employees Benefit Trust (Trust).

The Teamsters Local Union No. 313 members wish to join United Employees Benefit Trust for their Health Benefits. As a result, they will withdraw coverage provided by Washington Teamsters Welfare Trust effective January 1, 2017.

On behalf of all permanent and temporary Teamster 313 members employed at the District who have eighty (80) compensable hours per month, the District shall pay a maximum of the state allocation per month (currently $780.00), commencing with a coverage begin date of January 1, 2017.

Any Health and Welfare rate increase in excess of the state allocation will result in an equivalent hourly wage reduction (up to a maximum of 2,080 hours per year) from the employee\'s paycheck and transmitted to UEBT Trust (220 South 27th Street, Suite B, Tacoma, WA 98402, 253-474-1214) by the District for the following coverage:
Medical/Vision- AV8 Dental- D8 Time Loss 4- TL4

Payment is due by the tenth of each month and should the Employer fail to make a payment into the Trust in accordance with the terms of this Agreement, the Union may take economic action after ninety (90) days delinquency.

The Employer and Union agree to be bound by the terms and provisions of the Trust Agreement and accept as their representatives for the purpose of this Trust Fund all Trustees serving on the Board of Trustees and their duly appointed successors.

For the District:
Gayle Elijah, Director Human Resources

Date

John B. Emrick, Secretary-Treasurer
Teamsters Local Union 313

Date

For the Pierce County Building and Construction Trades Council:

Mark Martinez, Executive Secretary
Date