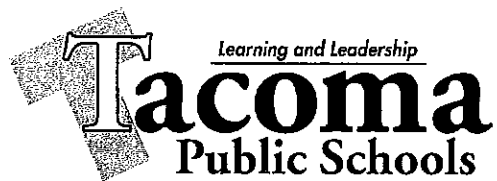


AGREEMENT

between



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

**International Union
of
Operating Engineers, Local 286
(Custodians)**

September 1, 2007 - August 31, 2010

AGREEMENT

Tacoma, Washington

TACOMA SCHOOL DISTRICT No.10

BOARD OF DIRECTORS

Jim Dugan, President
Kim Golding, Vice President
Kurt Miller
Connie Rickman
Debbie Winskill

SUPERINTENDENT

Arthur O. Jarvis, Ed.D.

P. O. Box 1357
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1 **PREAMBLE**

2

3 The following articles of this Agreement constitute an agreement by and between the
4 Board of Directors of Tacoma School District No. 10, hereinafter called the “Board,” and
5 the International Union of Operating Engineers, Local 286 (Custodial), hereinafter called
6 the “Union.”

7

8 The parties hereto agree as follows:

9

10 **ARTICLE I. DEFINITIONS AND RECOGNITION**

11

12 **Section 1. Definitions**

13

- 14 1. **Board:** Board of Directors of Tacoma School District No. 10.
- 15
- 16 2. **District:** Tacoma School District No. 10.
- 17
- 18 3. **Employee:** Any employee in a permanent position in the District; this
19 does not include casual/regular substitute custodians, seasonal employees,
20 or new hires during their probation.
- 21
- 22 4. **Part-time employee:** An employee whose permanent bid assignment is
23 for less than eight (8) hours.
- 24
- 25 5. **Regular substitute custodian:** A regular substitute custodian is a person
26 who replaces a custodian for more than 30 working days during the current
27 or preceding school year. Regular substitute custodians receive no
28 benefits and receive the beginning apprentice custodian rate of pay.
- 29
- 30 6. **School year:** September 1 through August 31.
- 31
- 32 7. **Seasonal employee:** A nonregular employee hired to work for ninety (90)
33 days or less. Seasonal employees receive no benefits. Seasonal employees
34 receive the base salary rate.
- 35
- 36 8. **Superintendent:** Superintendent of Tacoma School District No. 10.
- 37
- 38 9. **Supervisor:** Supervisor of Custodial Operations.
- 39
- 40 10. **Temporary layoff:** A layoff of fifteen (15) months or less.
- 41
- 42 11. **Union:** International Union of Operating Engineers (I.U.O.E.), Local 286.

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

Section 2. Recognition

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

ARTICLE II. RIGHTS OF THE BOARD

Section 3. Rights of the Board

The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, the Constitution of the State of Washington and/or the United States for the management and operation of the District subject to the provisions of this Agreement.

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.

- 1. **Informal Step:** The aggrieved employee shall meet with the immediate supervisor within twenty (20) regular working days following the date of the last occurrence of the grievance to discuss the grievance.

The immediate supervisor will make a decision at that time or will respond in writing within ten (10) working days following the informal meeting.

- 2. **Step I:** In the event the grievance is not satisfactorily resolved in the Informal Step, the aggrieved employee and the Union representative shall, within ten (10) regular working days following the date of the failure to resolve it in the Informal Step, present the grievance in writing to the Director of Buildings and Grounds.

The Director of Buildings and Grounds and immediate supervisor will meet with the aggrieved employee and Union representative within ten (10) working days following receipt of the grievance.

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Within five (5) working days following the meeting, the Director of Buildings and Grounds shall respond in writing to the employee with a copy to the Union.

- 3. **Step II:** In the event the grievance is not satisfactorily resolved in Step I, the aggrieved employee and the Union shall, within ten (10) regular working days following the date of the Step I written response, present the grievance in writing to the Superintendent, with a copy to the Director of Labor and Legislative Relations.

Within ten (10) regular working days following receipt of the grievance, the Superintendent, or designee, shall arrange a meeting(s) in an attempt to resolve the grievance. The District will respond, in writing, within five (5) regular working days of the date of the meeting.

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

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

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

- 5. **Step IV, Arbitration:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance, the Union may request binding arbitration on any grievance related to violation of this Agreement. If the Union determines to seek binding arbitration, it shall, within ten (10) regular working days following the date of the Step II written response, submit a request for a list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service unless other arrangements are agreed to between the District and the Union. The parties will determine the

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arbitrator from this list by alternately striking a name from the list. The arbitrator's decision will be in writing and will set forth the finding of act, reasoning and conclusions. The arbitrator will be without power or authority to make any decisions which is outside the Agreement.

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

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

Section 5. Negotiations Procedures

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

Section 6. Staff Diversity Plan

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

Recommendations for changes in the Plan may be made by the Union. Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to employees upon request from the Equity and Diversity Office.

1 **Section 7. Union Security**
2

3 An employee covered by this Agreement shall become a member of the Union
4 after thirty (30) working days of employment, and shall maintain membership in
5 the Union as a condition of continued employment.
6

7 A regular substitute custodian shall become a member of the Union after thirty
8 (30) working days of employment in the current or preceding school year, and
9 shall maintain membership as a condition of continued employment for the
10 duration of eligibility.
11

12 **Section 8. Picket Clause**
13

14 It shall not be a violation of this Agreement for an employee to refuse to cross
15 another union’s picket line established at the District premises if such picket line
16 is sanctioned by the Pierce County Labor Council. However, the Union agrees to
17 provide sufficient employees in order to protect the school buildings from
18 inclement weather.
19

20 **Section 9. Labor-Management**
21

22 Labor-Management Committee: At least quarterly, or at the written request of
23 either the District or the Union. Labor-Management meetings shall be held, with
24 no loss of pay to the employees, at a time mutually agreed upon. Items for
25 discussion shall be submitted by the parties to determine the agenda. The purpose
26 of these meetings shall be to resolve problems prior to them being reduced to
27 writing as a grievance, to discuss any other problems or concerns that affect the
28 bargaining unit, and to provide an opportunity to discuss improvements to the
29 custodial program. Employee absentee rates and related attendance issues will be
30 reviewed.
31

32 In no event can agreements reached in Labor-Management abridge, add to, or
33 subtract from the collective bargaining agreement. The Union shall select up to
34 four (4) employee representatives to the Labor-Management Committee who will
35 serve for the duration of the agreement. The Director of Building and Grounds
36 and two (2) other supervisory personnel shall represent the District. The Director
37 of Labor and Legislative Relations may be present at the meetings at the request
38 of the Union or the Director of Buildings & Grounds. In order to assure open
39 communication, there shall be no adverse impact nor shall there be any retribution
40 for any employee as a result of participation in the Labor-Management
41 Committee.
42

1 **ARTICLE IV. WAGES, CLASSIFICATIONS, HOURS AND BENEFITS**

2
3 **Section 10. Wages and Classifications**

4
5 1. **Wages:**

6
7 For the term of the Agreement, wages shall increase in an amount equal to
8 the state pass through percentage for cost-of-living increases for education
9 employees in addition to earned Level and Step advancement as described
10 in Appendix B. Additionally, the District will provide a twenty cent (20¢)
11 per hour increase in 2007-08, a twenty cent (20¢) per hour increase in
12 2008-09 and a twenty-five cent (25¢) per hour increase for 2009-10.

13 These state pass through percentages and District-provided increases will
14 be applied to the wage levels presented on the wage matrix. Wage
15 increases are calculated by including the employees' Central Pension Fund
16 contributions. The bargaining unit may from year to year change their
17 contribution to the Central Pension Fund.

18
19 Increment advancement shall not exceed one (1) Step per pay level per
20 year.

21
22 2. Increment advancement for custodial employees is dependent upon the
23 individual employee's satisfactory completion of the coursework outlined
24 in Appendix B, Wage Schedule Levels with Training/Course Completion
25 Requirements.

26
27 3. Required inservice classes or District workshops may be offered during
28 the employee's normal work hours.

29
30 4. All time worked over eight (8) hours per day, forty (40) hours per week,
31 on the sixth consecutive day, or on a non-work day shall be paid at time
32 and one-half the regular rate of pay. On the seventh consecutive day or on
33 Sunday, the rate of pay shall be at double the regular rate of pay.
34 Employees using sick leave or leave without pay on a Friday will not be
35 authorized to work overtime on a Saturday or Sunday.

36
37 For a week with a scheduled non-work day, the non-work day will be
38 counted as eight (8) hours of work for the purpose of determining overtime
39 pay.

40
41 In lieu of overtime pay, an employee may request hours of compensatory
42 time equal to the overtime pay which has been earned. An employee may
43 accumulate up to one hundred twenty (120) hours of compensatory time;
44 provided, however, that as of June 1 annually any unused compensatory

1 time balance in excess of forty (40) hours shall be paid at District option to
2 the employee at the appropriate overtime rate of pay. An employee who
3 has accrued compensatory time and who has requested its use will be
4 permitted to do so within a reasonable period provided that the use of
5 compensatory time does not unduly disrupt the School District operation.
6

7 Custodial employees may use compensatory time on any nonschool day.
8 Custodial employees may use compensatory time on school days only
9 when it would be unnecessary to hire a substitute to complete the work the
10 employee would ordinarily be doing.
11

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

15 6. When an employee is assigned to perform Operation Office duties as a
16 temporary supervisor, the base rate of pay shall be the rate at Level A, Step
17 2 plus fifty cents (50¢) per hour, plus the 19-year service and the chief
18 refresher school increments, if applicable. Employees who have expressed
19 interest but are not selected as temporary supervisors may request input
20 from the supervisor regarding the reason(s) for not being selected.
21

22 7. An employee permanently assigned to a position on the graveyard shift
23 shall be paid a premium of sixty five cents (65¢) per hour, increased by ten
24 cents (10¢) per hour in 2008-09 for all hours of regular graveyard pay
25 status; regular graveyard pay status includes holidays and vacation days.
26 An employee temporarily assigned to a graveyard position shall be paid
27 the appropriate premium per hour for each hour of work on the graveyard
28 shift.
29

30 The overtime rate shall not apply to the graveyard shift premium
31 differential for assignments not related to the graveyard shift.
32

33 8. No employee will be required to work outside his/her assigned
34 classification unless specifically assigned by operations office. Such
35 employees shall receive the applicable rate of pay for the higher
36 classification while performing the work except for low pressure relief,
37 high pressure relief and operating engineer relief.
38

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

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Operations Office. The Chief Custodian must request custodial services from the Operations Office. If the school is reduced in building classification for any reason, the Chief Custodian will retain his/her classification until he or she successfully bids on another position of the same or higher classification. Said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds the grandfathered rate of pay; provided however, the District, at its discretion, may increase the frozen wage in order to make it coincide with a wage on the wage schedule.

- 10. A day custodian position shall be assigned on the basis of licensed seniority.
- 11. An employee will be paid an additional five percent 5% of the current wage due for the employee's position on the salary schedule following the completion of nineteen (19) years of custodial service to the District. The longevity increment will be calculated from the shadow wage scale, which includes the central pension fund contribution.

The 19 years of service and experience increments will be effective August 31 at 11:59 p.m. annually.
- 12. If an employee is required to work on any paid day off, such employee shall receive time and one half the regular rate of pay for the hours worked plus pay for the day, except as provided in item (13) of this section.
- 13. If an employee is required to work on any calendar date of the holiday, except for day after Thanksgiving, Christmas Eve Day, New Year's Eve Day and Friday of spring break, the employee will be paid double time the regular rate of pay for the hours worked.
- 14. No employee will be advanced more than one building classification at a time, except in an emergency.
- 15. The day person and lead floor specialist(s) shall start on the first Step of the E classification.
- 16. Custodial retirees may be employed as substitutes when substitutes and the apprenticeship pool members are not available.
- 17. Whenever a Tuesday through Saturday shift is run, the employee will receive an additional one dollar and twenty-five cents (\$1.25) per hour, while performing work on Saturday.

- 1 18. The three (3) Operating Engineer (OE) relief positions requiring a third
2 grade boiler license or better with a second grade boiler license preferred,
3 shall be bid positions and assigned from the licensed employee's
4 promotional seniority list. Operating Engineer relief positions will be
5 assigned "B" classification. Three (3) third grade boiler license relief
6 positions shall be bid positions and assigned from the licensed employees'
7 promotional seniority list. Third grade boiler license relief positions will
8 be assigned "D" classification. Three (3) fourth grade boiler license relief
9 positions shall be bid positions and assigned from the license employee's
10 promotional seniority list. Fourth grade boiler license relief positions will
11 be assigned "E" classification.
12
- 13 19. Every employee required by the District to have a fork lift certificate shall
14 receive a ten cent (10¢) per hour increase in 2008-09 and an additional
15 five cent (5¢) per hour increase in 2009-2010.
16
- 17 20. Employees who have completed the chief and engineer refresher course
18 prior to March 1, 2002 shall receive an increment of twenty-five cents
19 (25¢) per hour. Those completing the course after March 1, 2002 and
20 before September 1, 2007 shall receive the twenty-five (25¢) per hour
21 increment once the employee is assigned to any "D" classification
22 position. Those completing the course after September 1, 2007 shall
23 receive the twenty-five (25¢) per hour increment once the employee is
24 assigned to a chief custodian position. Employees who are in the "E" and
25 "D" classifications who are not chief custodians may get credit for taking
26 the class and will receive the twenty-five cent (25¢) per hour increment
27 effective with being assigned a chief custodian position.
28

29 **Section 11. Hours**

- 31 1. All employees are allowed a one-half hour meal period exclusive of the
32 assigned work hours. Licensed employees assigned to licensed positions
33 during normal school operations or anytime the building is in use during
34 the employee's meal period may waive, in writing, their meal period.
35 Such employees shall be on a straight eight (8) hour shift with no
36 designated meal period until they rescind, in writing, their waiver of their
37 meal period. If a licensed employee's meal period is interrupted by the
38 employee's supervisor, building administrator, or designee, the employee
39 is eligible for thirty (30) minutes of overtime. For those employees who
40 are licensed and responsible for boiler operations during the designated
41 meal period, boilers will not be operated until the employee returns from
42 break and resumes paid status.
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2. When two or more custodians are assigned to a school, their lunch period may be staggered in order to provide continuity of custodial services.
3. When the assigned employee is authorized to work beyond the time on the authorization slip, the reasons for the additional time shall be noted on the employee's payroll card.
4. Overtime work shall be kept to a minimum.
5. The District will notify the Union of any changes in starting times of individual stations.
6. The District will schedule a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours or working time.
7. The following procedure will be followed for building use authorization:
 - a. All meetings in buildings must be authorized through the Director of Buildings and Grounds. All overtime authorized shall be written with the hours "As required" used only if actual hours have not been determined in advance. The authorization request form shall be signed by the principal and the Chief Custodian.
 - b. The principal will submit the required "Requisition and Authorization for Use of School Facilities" form to Buildings and Grounds sufficiently in advance of the use request so that the Business Office can notify the Chief Custodian, the principal and the custodial payroll office by an outside group at least twenty-four (24) hours prior to the activity.
 - c. The principal will notify the Chief Custodian of an authorized activity by a school group at least twenty-four (24) hours prior to the activity.
 - d. Emergency activities must be approved by the principal, and the Chief Custodian must be notified in advance.
8. The work year for employees will be 2080 hours.

1 9. On all District designated early dismissal days, all I.U.O.E. custodial
 2 bargaining group employees will be released after four and one half (4 1/2)
 3 hours of work. Also, employees not assigned to a school building will
 4 work the same amount of hours as the custodians assigned to a school
 5 building. I.U.O.E. custodial employees may be released on an alternate
 6 day to the regular scheduled early release days when mutually agreed to by
 7 the employee and immediate supervisor.
 8

9 **Section 12. Holidays**

10
 11 1. Custodial employees shall be granted thirteen (13) paid holidays and shall
 12 be guaranteed thirteen (13) paid holidays per school year. Custodial
 13 employees are not expected to work on the following holidays:
 14

Labor Day	New Year's Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Friday of Spring Break
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day
New Year's Eve Day	

15
 16 2. If a holiday falls on a Saturday, then Friday will be a paid day off. If a
 17 holiday falls on a Sunday, then Monday will be a paid day off. When a
 18 two-day holiday falls on a Saturday and/or Sunday, the District will
 19 schedule days off with pay for the holiday(s) that fall on the weekend.
 20

21 **Section 13. Vacations**

22
 23 1. Effective September 1, 1994, earned vacation for members of the
 24 bargaining unit shall be as follows:
 25
 26 All full year employees employed as of September 1, 1994, shall continue
 27 to receive 22 days paid vacation effective with the 1994-95 school years as
 28 shown below expect as provided below:
 29

Beginning with 11 years	23 days
Beginning with 15 years	24 days
Beginning with 20 years	25 days

30
 31
 32
 33
 34 All other new employees hired after September 1, 1994, shall have paid
 35 vacation allocated as follows:
 36

1	0 - 5 years	10 days
2	6 - 10 years	15 days
3	Beginning with 11 years	23 days
4	Beginning with 15 years	24 days
5	Beginning with 20 years	25 days

6
7 Beginning with the third year of employment, up to ten (10) days of earned
8 vacation may be carried over to the following year to a maximum accrual
9 of 30 days.

- 10
11 2. Prorated vacations will be allowed for all employees who resign.
12
13 3. Days worked and days paid for by reason of sick benefits shall be counted
14 in computing prorated vacations.
15
16 4. The time of vacation period shall be determined by the Supervisor, with
17 the approval of the administrator in charge of operations.
18
19 5. The Chief Custodian will be given first preference in selecting a summer
20 vacation period.
21
22 The Chief Custodian is responsible for developing a summer work and
23 vacation schedule for the building. The Chief Custodian will consider
24 building needs and building seniority when developing the summer work
25 and vacation schedule. The schedule is subject to review and approval by
26 the Supervisor.
27
28 6. Vacations may be split to provide time off at winter and spring vacations.
29 Request for this will have to be made in writing to the custodial office at
30 least two (2) weeks in advance. Approval will be at the discretion of the
31 Supervisor on an individual basis according to the building needs and job
32 requirements.
33
34 7. A full-time employee may take up to thirty (30) consecutive vacation days
35 when approved by the Supervisor.
36
37 8. Up to two (2) percent of the custodial employees may take vacation leave
38 at any one time during the school year, provided that each employee apply
39 in writing to the Operations Section a minimum of five (5) work days and
40 up to twelve (12) months in advance of the leave. Such request shall be
41 considered in order of application. Only employees who have utilized less
42 than twelve (12) days leave other than vacation leave, jury duty,
43 bereavement leave and military leave the previous contract year shall be
44 eligible. Additional employees who apply for such vacation may be

1 granted such vacation at the discretion of the Supervisor based upon
2 facility operational needs. Custodians assigned to work sites that are not
3 schools may schedule their vacations during the school year and do not
4 count toward the two percent (2%) cap on employees taking vacation
5 during the school year. The chief custodian is responsible for developing
6 vacation schedules for such sites, subject to review and approval by the
7 Supervisor.
8

- 9 9. Any employee who does not use any unscheduled leave, with the
10 exception of jury duty, bereavement leave and military leave, or no more
11 than sixteen (16) hours of sick leave or family leave (combined), will
12 receive an additional day of vacation leave for every four (4) consecutive
13 months of unused leave.
14

15 In lieu of the additional day of vacation, the employee may, at his/her
16 option, receive an attendance stipend at the rate of \$150 (one hundred fifty
17 dollars) per day, for each four (4) consecutive months of unused leave.
18

- 19 10. An employee will be paid for up to and including thirty (30) unused
20 vacation days upon retirement or resignation from the District, provided
21 however that an employee will not be required to lose earned vacation.
22

23 **Section 14. Insurance Benefits**
24

- 25 1. All insurance programs shall be offered to the employees through the
26 Sound Partnership (hereinafter "TRUST"), unless otherwise expressly
27 provided for the term of this Agreement.
28

29 The length of the appointment, responsibilities, and powers of the trustees
30 shall be determined by the TRUST document, provided the trustees shall
31 have no authority to act in violation of this Section.
32

- 33 2. In keeping with the powers and responsibilities as described in the TRUST
34 document, the Trustees shall determine the insurance benefits to be
35 provided and the contributions required of eligible full-time and eligible
36 part-time plan participants. The TRUST shall offer health, group long-
37 term disability, group life term, group vision, and group dental insurances.
38 The parties agree that the TRUST is authorized to provide coverage for
39 the domestic partners of eligible employees.
40

- 41 3. The District shall provide an insurance benefit contribution to the TRUST
42 of the State allocation amount per month, per FTE for current eligible
43 employees. The District will contribute an additional sixty dollars \$60 per
44 month per FTE for eligible employees to the TRUST beyond the state

1 allocation for insurance benefits during the 2007-08 school year. Should
2 the District continue this contribution in future years for any other
3 employee group, the District will provide the same contribution for
4 employees in this bargaining unit.

5
6 4. Eligibility

7
8 An employee is eligible for insurance benefits if the employee's regular
9 working assignment is at least 1440 hours. An employee whose working
10 assignment is for four or more hours but not 1440 hours shall be eligible
11 for a prorated payment for insurance benefits.

12
13 In the event of a qualified change in family or employment status, an
14 employee will be allowed thirty (30) days in which to enroll in the health
15 insurance plan.

16
17 5. The insurance benefits contribution provided by this section may be
18 reopened by the Union for negotiations by June 1 of each year or in any of
19 the following events:

- 20
21 a. the TRUST is dissolved, or considers dissolving; or
22 b. the TRUST acts in violation of this Section.

23
24 **Section 15. Travel Allowance**

- 25
26 1. Employees required to use their private automobile to travel on school
27 business or required to attend meetings at a building other than the one to
28 which they are regularly assigned shall be compensated at the IRS
29 established rate.
30
31 2. Travel from home to work or first place of call and from work or last place
32 of call to home is not reimbursable except when approved by the
33 Superintendent, or designee.

34
35 **Section 16. Damage to Car**

36
37 The District will reimburse an employee for damage caused to a vehicle
38 (including vandalism, slashed tire or forced entry) which occurred in the course of
39 his/her employment pursuant to the following conditions:

- 40
41 1. A police report must be filed and a copy of said report must be provided to
42 the Operations Office within 48 hours of the incident.

43

- 1 2. The reimbursement shall be subject to a fifty dollar (\$50.00) deductible
2 with a \$1,000 maximum reimbursement of actual expenses for each loss.
3
- 4 3. Vandalism or loss to an employee's personal property other than a vehicle
5 is not covered.
6
- 7 4. If the employee files a claim to his/her insurance carrier, the District will
8 coordinate insurance benefits.
9
- 10 5. An employee must submit his/her claim on a form provided by the
11 District. The claim for reimbursement must be made to the Operations
12 Office within fifteen (15) days of the loss or damage, or the claim is
13 waived.
14
- 15 6. The total obligation for reimbursement by the District for all participating
16 bargaining units is \$25,000 for each fiscal year.
17

18 **Section 17. Payroll and Payroll Deductions**

- 19
- 20 1. The District will deduct the monthly Union dues, the Union's life
21 insurance premium and the voluntary political action check off, from the
22 employee's pay warrant, if authorized by the employee.
23
- 24 2. Regular or other earnings (overtime and vacation) and total earnings are to
25 be listed on all payroll stubs.
26
- 27 3. The District will annualize an employee's regular wages. Said wages will
28 be paid in 24 equal installments (rounded off to the higher penny) on or
29 before the 5th and 20th of each month.
30
- 31 4. The employee contribution amount that is paid into the Central Pension
32 Fund will be shown on payroll statements.
33
- 34 5. Employees shall be required to utilize direct payroll deposit.
35

36

37 **ARTICLE V. GENERAL CONDITIONS**

38

39 **Section 18. Program Procedures**

- 40
- 41 1. Chief Custodians shall be responsible for the proper operations of their
42 building and the custodial staff assigned therein as authorized by the
43 supervisor of custodial services. They shall be knowledgeable about the
44 operation of the heating system and related equipment in their assigned

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building and stay current with any new equipment and trends in the field. They are responsible to see that personnel under their direction perform custodial assigned duties in a proper, efficient manner using procedures and methods taught in the inservice classes. They shall maintain a courteous, professional relationship with pupils, staff members, parents and others. Chief Custodians will participate in the evaluation of the staff under their direction as provided in Section 18 of this Agreement.

A Chief Custodian will be assigned to each complex as identified on the salary schedule for licensed position. One of the qualifications of the Chief Custodian is to have at least a valid City of Tacoma boiler operator's license. Buildings added during the term of this contract will be assigned to the salary schedule through the labor management meeting process between the District and the Union.

- 2. Custodians, day persons, firemen, and engineers shall be responsible to the Chief Custodians. They shall perform their duties in a satisfactory, efficient manner using the procedures and methods taught in inservice classes. They shall maintain a courteous, professional relationship with pupils, staff members, parents and others.
- 3. Positions shall have an assigned starting time, according to the needs of the building as set by the Supervisor.

Typically the assigned starting time for chief custodians shall be 7:00 a.m. or earlier. Exceptions shall be subject to dialogue among the building principal, custodial manager and the chief custodian.
- 4. All positions shall be posted for bid on the first available bid sheet after becoming vacant unless other arrangements have been made in advance with the Union. Bid sheets will be posted the first work week of each month with the exception of July when no bidding takes place.
- 5. When a custodial employee becomes ill or disabled such that the employee cannot perform the assigned duties, the employee's position shall be held open for the return to good health of the employee only for a period of twelve (12) months, subject to a health examination clearing the employee to return to work by the District's consulting physician. This provision cannot be used consecutively without an intervening month of regular attendance.
- 6. No custodial work shall be performed by anyone other than the custodians.

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7. Any time a building is open to the public, the principal and chief will both sign the authorization form and forward it to the business office, pursuant to § 11 (7).

8. No one but an authorized licensed custodial employee shall operate or adjust time sequencing or primary heating controls, except in cases of emergency; in which case only persons with a valid City of Tacoma Boilers Operators License may make adjustments. The Tacoma School District will operate all boilers according to the legal requirements of the City of Tacoma. All district complexes with the capacity may be operated in “setback” mode outside of normal operating hours, and a licensed operator is not required to be present when the system is operated on “setback,” except as required by the boiler license law. Checks required by the boiler license law shall be performed by appropriately licensed employees in the boiler check pool and covered by this agreement. Maintenance personnel may occasionally operate boilers and other HVAC equipment for the purpose of diagnosis or repair only with specific written notice to the chief custodian of any diagnosis or repair to a boiler. The District shall maintain a Licensed Chief Custodian in each School Facility in the District per § 18 (1).

The District will establish a boiler check pool of license custodians to perform boiler checks when operating the boilers in automatic and in the “setback” mode as follows:

- a. The pool will be made up of twenty (20) licensed boiler operators with a third grade boiler license or better.
- b. The licensed boiler operators shall only operate the number of boilers up to the aggregate of British Thermal Units of all boilers under the care of the boiler operator.
- c. Licensed employees shall apply to serve in the pool each September and will be assigned to the pool by license seniority.
- d. The licensed employees will be assigned work by license seniority.
- e. The supervisor shall notify the members of the pool at least ten (10) work days prior to the non-school day EMS set back boiler checks are to be performed and the days that the boiler checks need to be performed. The licensed employees in the pool who want to work will be assigned at least five (5) work days in advance of the non-school day EMS set back boiler checks.
- f. If a member of the pool is off on sick leave or leave without pay the day prior to the weekend, said licensed employee will not be able to work and the Supervisor will assign the next licensed employee who is willing to work that non-school day.
- g. If there are insufficient members of the pool to work or the pool has

1 been exhausted, the District will use the employee required to return to
2 duty language under § 10 of the agreement.

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

9 i. As an incentive for employees to get a third grade boiler license, each
10 employee in a licensed position who possesses his/her third grade
11 boiler license or greater will receive an annual bonus of \$350.00
12 payable on the last payroll in March. In 2007-08 there is an additional
13 bonus for these employees of \$75.00 payable no later than the second
14 payroll following ratification of the agreement.

15 j. Those licensed employees in the pool will be paid at the appropriate
16 rate of pay.

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

20 l. If a licensed custodian is working in a school on a non-school day, that
21 licensed custodian will perform all boiler checks for that day in
22 accordance with the ordinance on that day.

23
24 9. Custodians are not required to handle foods prepared for consumption.

25
26 10. When a building is resurveyed, the Union Policy Committee may review
27 the findings.

28
29 11. An employee's work assignment will not be permanently changed by
30 anyone other than the Operations Office. The Chief Custodian is
31 responsible for having the assignments available for review at all times.
32 The building work schedules will be initialed by the Operations Office at
33 the time of revision. Chief Custodians are responsible for communicating
34 changes in permanent work assignments to the staff under their
35 supervision.

36
37 12. The operations office will not use supervisors to fill vacant custodial
38 positions, except for emergencies and until a replacement can be found.

39
40 13. When any custodial job description is changed materially or a new one
41 created, the District will notify the Union, and, at that time, negotiate the
42 wages and classification.

43

- 1 14. The District will endeavor to maintain sufficient personnel on the staff to
2 properly maintain assigned areas. Each employee’s assignment will have
3 areas of responsibility defined, with times as appropriate. A continuing
4 effort to update assignments, techniques and equipment is an on-going
5 function of the custodial operations department and such information will
6 be shared with I.U.O.E., Local 286.
7
8 15. The District will maintain a licensed relief list of employees to provide
9 coverage in the event that vacancies needing coverage expand beyond the
10 bid positions in the licensed relief pool. Employees on the list must be
11 licensed with the most recent evaluation reflecting a score of 70 or above.
12 When calling employees to work from the list, employees must meet the
13 licensing requirements of the job. The District will select employees
14 based on licensed seniority.
15
16 16. The District agrees to pay the appropriate rate of pay in the appropriate
17 classification to a relief employee who is filling in for a licensed employee
18 who is on leave with pay or without pay for a period in excess of thirty
19 (30) calendar days. Said rate of pay for the relief employee shall apply for
20 holidays, vacations, and extra work on non-work days; provided,
21 however, the relief employee works the day before and the day after the
22 holiday, vacation or non-work day. The District will not arbitrarily
23 remove an employee from a long-term relief assignment.
24
25 17. Custodians will not be asked to supervise student activities except in cases
26 of an emergency.
27
28 18. The District retains the right to review and implement standards,
29 procedures and time allowances for custodial and housekeeping functions.
30 Before changes to established standards, procedures and time allowances
31 are implemented, the Union can request that a time-on-task study be
32 undertaken to verify that such changes can be reasonably accomplished
33 within the allocated time. Any such time-on-task studies shall be reviewed
34 jointly by a committee comprised of an equal number of District and
35 Union representatives.

36
37 **Section 19. Seniority, Bidding, and Evaluation**
38

- 39 1. The custodial seniority of an employee shall be established only after
40 successfully completing 90 days continuous employment with the
41 employer. The custodial seniority of an employee shall not be lost due to
42 illness, authorized leave of absence or a temporary layoff. Custodial
43 seniority shall be the basis of custodial staff reduction.

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2. The promotional seniority lists shall be brought up to date each year on January 1 based on January 1 and posted in each school in the Chief Custodian's office. There shall be two promotional seniority lists as follows:

List A: Licensed Employees' Promotional Seniority List: Placement on this list will be governed by the calendar year of license for employees placed on this list after 1990, and the year, day and month of last hire as a full-time employee except as provided in item 4 of this section. Only eight-hour employees with a license shall be placed on this list. If an employee requests and receives a part-time assignment, the employee's licensed seniority will be based upon reassignment to an eight-hour assignment.

Any employee whose license is allowed to lapse or is revoked loses licensed seniority. Licensed seniority will be re-established based upon the re-issued license.

An employee who was hired after June 1, 1987, and who has a boiler license at the time of hire by the District is eligible for the licensed seniority list after completing the requirements for Housekeeping 1 and one calendar year of work as a custodian with the District.

List B: Custodian Promotional Seniority List: Seniority on this list shall be established at the time the employee is hired or assigned to a permanent part-time or eight-hour position.

3. A substitute employee shall establish seniority for hiring after successfully completing sixty (60) working days as a regular substitute custodian with the District. The District agrees to hire custodial employees based upon their seniority as a regular substitute custodian. Seniority as a regular substitute custodian shall be used only for the purpose of establishing priority for hiring.

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

A former custodial employee who does not have layoff rights and who is rehired by the District will be considered a new employee. An employee who has successfully completed a training class may bypass such a class and be credited for the class, effective the same time that a new employee could qualify for the training class increment, if the District and the Union mutually agree. If said employee has a license, he or she does not qualify

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for the licensed seniority list until one year from the date of rehire. The effective date of the license will be the year the employee qualifies.

- 5. An employee’s seniority shall be based upon the mutually agreed upon seniority list of January 1986. Any ties after the effective date of said list will be resolved by the highest number comprised of the last four digits of the applicants’ social security numbers.

- 6. All non-licensed bid positions will be awarded to the qualified employee from the seniority lists based on a passing evaluation of seventy (70) or above. Assignments within a building will be assigned in accordance to building seniority. A school shall be construed to mean a total of a complex of all buildings.

- 7. To be eligible for licensed positions employees must have at least a passing evaluation of seventy (70) or above and Classification E through A with E and D Classifications being equal. Further selection criteria shall be as follows:
 - a. The three most senior qualified candidates, by license seniority in the District and required licensing will be interviewed. The interview panel will consist of:
 - A building administrator
 - An Operations Section representative.

A representative from the Union will be present as an observer, but will not participate in the selection.

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

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

 - i. The employee’s most recent evaluation score (the average of the scores given by the building administrator and the Operations Section).

 - ii. The average score on the interview between the building administrator and the Operations Section representative.

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- iii. The employee’s seniority in the District multiplied by two (2).
- iv. The employee’s classification in the District with “A” equal to fifty (50), “B” equal to forty-five (45), “C” equal to forty (40), “D or E” equal to thirty-five (35), and an employee not currently holding a licensed position, but qualified for the position, equal to thirty (30).

c. SELECTION GUIDELINES

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

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viii. Unsuccessful candidates will have the opportunity to meet with the Operations Section regarding the selection at the request of the employee(s).

8. EVALUATION

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

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

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

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

An existing employee must receive a grade of seventy (70) or higher on the last evaluation to be eligible to bid.

Newly hired or rehired employees will be evaluated at the end of their first ninety (90) days of work, which will constitute a probationary period. Upon successful completion of the probationary period, an evaluation score above seventy percent (70%), the employee will be placed on regular status and seniority will be established retroactive to the employee's start

1 date. The District may extend a new employee's probation by no more
2 than an additional thirty (30) days by providing the employee and Union
3 written notice at least five (5) days prior to the end of the initial
4 probationary period, including the areas in the ninety (90) day evaluation
5 that were unsatisfactory. During the probation of a new hire the District
6 retains the right to dismiss the employee without recourse to the other
7 provisions of this agreement.

8
9 Any employee may request an evaluation after sixty (60) days from the last
10 evaluation.

11 Performance Correction Process

- 12
13
- 14 a. An evaluation below seventy percent (70%) is unsatisfactory. Any
15 employee with an evaluation below seventy (70%) will be provided
16 with written notice of the areas of performance that were unsatisfactory
17 and the areas in which the employee must improve, and will be
18 reevaluated within sixty (60) days.
 - 19
20 b. If the employee's evaluation after sixty (60) days is still below seventy
21 percent (70%), or if the District determines that a negative change in
22 an employee's performance merits action, the employee will be placed
23 on a ninety (90) day probation period. The employee will receive a
24 probation notice letter, including the areas of unsatisfactory
25 performance and the areas in which the employee must improve. The
26 Union shall receive a copy of probationary letters.
 - 27
28 c. The employee will be evaluated every thirty (30) days during the
29 probationary period. The District may end a probationary period if an
30 employee makes necessary improvements, or extend the probationary
31 period for an additional sixty (60) days if there has not been sufficient
32 improvement in work performance.
 - 33
34 d. Failure to satisfactorily complete a probationary period is grounds for
35 termination.
 - 36
37 e. With prior approval of the District, a Union representative may attend
38 meetings scheduled with employees related to the probation process.
 - 39
40 9. All vacant positions will be posted for bid on the next bid sheet by the fifth
41 calendar day of each month; provided, however, all custodial positions
42 will not be posted during July; said positions will be posted for bid on
43 August 5 until the Monday of the last full week in August and assigned
44 effective September 1. When the staff and students are temporarily

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

The Operations Office will send each employee a copy of the bid sheet. Bids will be open for at least five (5) calendar days for consideration by qualified, eligible employees. The Operations Office will endeavor to schedule interviews within ten working days following the close of bids. If the selection is not made by the last working day of the month, the most senior candidate will fill the position, provided that in extenuating circumstances the District will notify the union of such circumstances and request a mutually agreed-upon date to conduct the interview.

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

Employees on vacation may make arrangements with the Operations Office to bid by mail.

All unbid positions, except unlicensed swing shift custodian positions, shall be posted a second time. If there are no bids for the position, the Supervisor may offer an employee, including apprentices in qualified positions, the unfilled position by seniority. If the position is not accepted, the supervisor may assign the least senior employee including qualified apprentices.

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

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

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

- 1 11. An employee who requests a transfer to a posted position must fill out the
2 “Application for Change of Position” form. The employee may identify
3 the need for a break-in period and request one or more days. If any break-
4 in days are authorized by the manager of custodial services, they will be
5 completed prior to the beginning of the month at the employee’s current
6 rate of pay. The assignment to the new position is effective the first
7 working day of the month. Any request by an employee to return to the
8 former position must be during the break-in period and must be agreed
9 upon in writing by the District and the Union before the employee is
10 permitted to return. An employee will be on one month of probation after
11 the break-in period unless other arrangements are agreed upon in writing
12 by the District and the Union. If there are changes in the bid results
13 assignments and the licensed employee is the second or third employee
14 assigned and if that licensed employee is assigned on the last day of the
15 month without a break-in period, the employee may request to return to the
16 previous assignment within three (3) working days of the new assignment.
17 The previous bid position will be reposted for bid with other bids.
18
19 12. When there is a vacancy in the building for a custodial position, the
20 custodian with the most building seniority will have first choice, but will
21 have to notify the Operations Office and Chief Custodian prior to the
22 posting. When such a vacancy occurs, custodians within the building shall
23 receive five days notice prior to the posting.
24
25 13. Successful bidders for licensed positions shall be evaluated within the first
26 sixty (60) days of their new assignment. In the event the employee
27 receives a score of below seventy percent (70%) on the sixty (60) day
28 evaluation, the employee shall be removed from the position. The
29 employee will revert back to their previous license classification and
30 wages. Employees with previous license classification will be placed upon
31 the Licensed Relief List. All employees will be eligible to bid for open
32 positions. Successful bidders may return to their previous position within
33 three working days on the job in the assignment but shall maintain
34 classification and will be placed upon the licensed relief list and will be
35 eligible to bid for open positions.
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37 **Section 20. Personnel Procedures**

- 38
39 1. The District shall retain the sole right to the selection of new employees.

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2. The District reserves the right to select custodial supervisors. However, the general practice will be to promote from within the ranks of the employees.
 3. All custodians are subject to transfer on a temporary basis during the summer months or in cases of emergency.
 4. When an employee holding a licensed position is disqualified the employee may return to custodian on relief status. The employee is eligible to bid on any sweeping assignment. An employee who is demoted may be assigned by the Supervisor to custodian, fireman or another licensed position.
 5. When a custodian is to be transferred because of a problem, the employee shall be moved to relief status and allowed to bid on the next bid sheet. Transfers are not disciplinary and will not be arbitrary or capricious. The District will notify the Union Business Representative of employees being transferred. The employee shall be held on relief status until another permanent assignment is won on bid.
 6. Temporary employees may be laid off in the summer at the discretion of the Supervisor without forfeiture of any prorated vacation pay due them. They will, however, be placed when needed in any additional extra summer work.
 7. **Layoff and Recall Procedure**

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

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

When the District eliminates a day person position, the employee assigned to that position will bump the least senior employee assigned to a day person position. The employee bumped will be transferred to relief status;

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said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds the grandfathered rate of pay. When the District reduces an unlicensed custodian position from a school building complex, the unlicensed custodian with the least District seniority from the appropriate list will be transferred to unlicensed custodian relief; said employee may bid on future posted vacancies.

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

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

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

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

There shall be no individual layoffs in the bargaining unit during the duration of the agreement. An employee who is laid off by the District and is eligible to be on the layoff list will be given preference to work as a substitute before regular substitute custodians are assigned.

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

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

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

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8. **Personnel Files**

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

Any critical written matter or any commendatory items shall be shared with the employee prior to its inclusion in the employment file and shall be signed or initialed by the employee as proof of knowledge of its entry.

Materials reviewed by an employee and judged by the employee to be derogatory to his/her service, character, or personality may be answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a part of his/her personnel file.

Copies or records of grievances filed by an employee shall not be entered into the personnel file.

An employee may make a request to the Executive Director of Human Resources to have material removed from the file.

Section 21. Apprenticeship Program

The District and Union agree to continue the apprenticeship agreement and increase the contribution rate consistent with the Trust Agreement. Each senior high school will have one (1) custodial position as they become open for the apprenticeship program. Apprentices will be assigned by the Operations Department to these positions and rotated on a regular basis. Apprentices shall not bid on open positions, but may indicate interest on the bid sheet. The Operations Section will assign the positions for all apprentices. If there is a showing of interest and no journey person bid on the position, the Operations Section may assign the apprentice on a temporary basis. More positions may be made available based on joint agreement between the Union and the District. Any apprentice who fails to complete his/her apprenticeship training will be terminated from employment by notice from the Joint Apprenticeship Training Committee (JATC). However, the District may not terminate the apprentice until after he/she has exhausted the appeal process.

It is recognized by the District and the Union that some courses/training, or portions of courses/training, may be provided by the District. These activities should be accomplished and supported by the resources available through the apprenticeship program.

1 **Section 22. Discipline**
2

- 3 1. The District agrees to provide a copy of the employee conduct rules as an
4 attachment to the contract. (See Attachment A) By doing so the District
5 and the Union agree that this is for information purposes and such District
6 policies are not negotiable. Employees are responsible for recognizing
7 changes to the District policy and related policies as they may change after
8 the printing of the contract.
9
- 10 2. The District will notify an employee prior to a meeting set up for possible
11 disciplinary action so that the employee has an opportunity to obtain
12 Union representation. If representation is not available, the meeting will
13 be rescheduled to a mutually agreed upon time.
14
- 15 3. When an employee is dismissed or suspended for disciplinary action, a
16 written notice will be given to the employee with a copy sent to the Union.
17
- 18 4. The District will act in good faith in the dismissal or demotion of any
19 employee.
20
- 21 5. Discipline will be for cause. As such, an employee will not be disciplined
22 for an arbitrary or capricious reason. The extent of any disciplinary action
23 will be in keeping with the seriousness of the infraction. A process of
24 progressive discipline will be used. Progressive discipline includes oral
25 warning, written reprimand, suspension or termination. The employee will
26 receive a copy of any written reprimand.
27

28 **Section 23. Leaves**
29

- 30 1. Notification Procedure and Statement of Cause of Absence
31
- 32 An employee must notify the operations office immediately whenever said
33 employee will not report to work for any reason.
34 a. Day shift employees must call the prior day.
35 b. Swing shift employees must call prior to 10:00 a.m.
36 c. Graveyard shift employees must call prior to 10:00 a.m.
37
- 38 For unanticipated/emergency absences, an employee must notify the
39 Operations Office as soon as possible.
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- 41 The Supervisor may discipline an employee who fails to call the
42 Operations Office to report his or her absence in accordance with this
43 procedure; the discipline may include the loss of work and pay for the day.

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

An employee must notify the operations office prior to returning to work in accordance with the times mentioned above.

Custodial employees claiming benefits of the leave provisions shall submit to the Personnel Office a statement of cause of such absence immediately upon return to service. Forms will be provided by the District for this purpose.

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 a Letter of Requirement and/or additional conditions and requirements.

Letter of Requirement

In general, medical certification is not required to support an application for sick leave benefits for short term absences. However, such certification may be required by the District in individual cases.

An employee demonstrating a sudden change in attendance, an irregular pattern of attendance, or a suspect pattern of attendance may be required to submit an initial medical report and follow-up reports. In such cases, the District may issue a Letter of Requirement that the employee must obtain medical certification for each absence from scheduled work where the absence is due to incapacitation (illness or injury) or for medical, dental or optical examination or treatment. When a Letter of Requirement is issued, it shall specify the reason(s) for its issuance and the duration of its requirements.

Notice of this requirement shall come in the form of a Letter of Requirement as provided in Appendix E.

The District agrees to review the medical certification requirement thirty (30) days prior to the one year anniversary date, or other ending date, of issuance of the Letter of Requirement. The District will use its discretion to determine if there has been substantial improvement in the employee's attendance and usage of sick leave benefits. The District will inform the

1 Union of its determination. If the review results in continuance of the
2 Letter of Requirement, the employee will be formally notified of the
3 decision on or before the anniversary date.
4

5 2. Leaves With Pay
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7 a. Sick Leave
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9 At the beginning of each fiscal year, 12-month employees will be
10 credited with twelve (12) days of sick leave. Sick leave may be
11 used for absences caused by illness, injury, and disabilities,
12 including those caused or contributed to by pregnancy, miscarriage,
13 abortion, childbirth and recovery therefrom.
14

15 In addition, up to three (3) days of sick leave shall apply to
16 emergencies.
17

18 The following conditions apply to emergencies:
19

- 20 (i) The problem has been suddenly precipitated.
21
22 (ii) Preplanning is not possible.
23
24 (iii) Preplanning cannot relieve the necessity for the employee's
25 absence.
26
27 (iv) The problem is not minor or of mere convenience, but of a
28 serious nature.
29
30 (v) Auto trouble shall not be considered an emergency except
31 in case of an accident.
32

33 Any employee claiming benefits of more than forty (40)
34 consecutive work hours due to illness or injury shall submit a
35 medical report the next work day and every thirty (30) days
36 thereafter while the illness persists. In addition, an employee who
37 demonstrates a sudden change in or an irregular pattern of
38 attendance may be required to submit an initial medical report and
39 follow-up reports for the remainder of that fiscal year. In the case
40 of documented serious or life-threatening illness, follow-up
41 medical reports may be waived.
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43 If reason(s) for absence are found to be inaccurate, the employee
44 will be subject to appropriate consequences; willful falsification of

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payroll records will result in appropriate discipline up to and including termination.

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

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

Supplemental Condition for Sick Leave Buyback:

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one 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.

b. Workers' Compensation (Industrial Insurance)

- (i) Any injuries or industrial illnesses received while at work must be reported to the operations office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees

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receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.

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

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

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

(iii) The District will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes his/her share to the business office each month by check made payable to the Sound Partnership.

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

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

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

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- (c) If said employee returns to active employment status with the District, his or her remaining sick-leave balance will be reinstated in accordance with District policy.
- (d) Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for his or her own medical insurance coverage, if desired.
- (e) While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The District's obligation to an employee for accrual of these fringes terminates at the end of twelve (12) calendar months.

SUPPLEMENTAL CONDITIONS:

The District, at its discretion, may establish a light duty position for any District employee who is on workers' compensation. The light duty position is not subject to posting, bidding, etc. Any District employee so assigned will not replace any current employee. The District will notify the Union of the light duty assignment, including the assigned hours, for any bargaining unit employee.

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

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

c. Bereavement Leave

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

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law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother and grandchild.

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

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

Extensions may be granted by the Executive Director, Human Resources, in extenuating circumstances.

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

d. Family Illness Leave

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

e. Extraordinary Leave

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

- (i) If an employee is in a position which requires a substitute, said employee must receive authorization from the Supervisor at least twenty-four (24) hours in advance of the absence in order to assure the availability of a substitute. Before leave is approved, a substitute, if required, must be available; provided, however, these limitations do not apply when extraordinary leave is used for family illness.

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- (ii) Leave may not be used to extend a holiday, vacation, or break period.
- (iii) Leave may not be used for political purposes or en masse meetings/activities.

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

- (i) Any employee who is a member of the Washington National Guard or any organized reserve or armed force's unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal year.
- (ii) Military leave shall be granted in order that the person may take part in active duty training, when required to do so by the military service, if such duty cannot be taken during non-work days.
- (iii) When military leave is granted, the employee shall receive his or her regular pay from the District.

g. Jury Duty, Subpoena Leave

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

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

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

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

3. Leaves Without Pay

a. Parental and Adoption Leave

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(i) A female employee should notify the personnel office by the end of the fourth month of her pregnancy to assist Human Resources in planning for replacement.

Parental leave shall begin at a time determined suitable by the female employee and her personal physician after consultation with the Human Resources. An 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.

(ii) When the leave commences, the female employee will indicate to Human Resources the length of time she anticipates being on leave.

(iii) 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 the time exceed eight (8) calendar weeks after the birth of a child, the female employee may return to the first available vacancy for which she is qualified.

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

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

b. Political Leave

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

(i) With three (3) weeks notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for the employee's own election. If the employee is not elected to the political

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office, the employee shall return to the same position held before the leave.

- (ii) If the employee is elected to the office, the Board may return the employee to the same or mutually agreed upon position until such time that the employee's elected term of office necessitates leaving the position. Any employee may hold a political office and continue as an employee as long as it does not interfere with his/her assignment.
- (iii) The Board may extend the employee who is elected to a political office a leave of absence without pay up to one (1) year or a fraction of a year. Upon return from this type of leave, the employee will be returned to same position. If political leave is extended beyond one (1) year, the person's right to return to the original position cannot be guaranteed.

c. Military Service (Active Duty) Leave

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

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

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d. Other Leaves

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

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

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

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

(iv) An employee who uses up his/her accumulated sick leave may request leave without pay in accordance with this item.

(v) An employee must be on pay or paid leave status, or authorized leave without pay to maintain his/her employment with the District.

(vi) Family and Medical Leave Act

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

(vii) Optional Leave

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

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

ARTICLE VI. FURTHER PROVISIONS

Section 24. Agreement Clause

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

Section 25. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If the District would be in violation of State law or would incur any penalty or decrease in State support, the provisions of this contract affected by the ruling shall be reopened and the District and the Union shall negotiate the provisions in accordance with the law.

The District and Union agree to review and mutually modify the collective bargaining Agreement when there are any changes to the City of Tacoma Boiler License Codes. No changes will be made unless both parties mutually agree to the changes.

Section 26. Copies of Agreement Clause

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

Copies of this Agreement will be available to the employees within 90 days after ratification by the Board and the Union.

Section 27. Duration Clause

This Agreement shall be effective as of September 1, 2007 and shall continue in full force and effect through August 31, 2010.

AGREEMENT

This agreement is made and entered into by and between Tacoma School District No. 10 and the International Union of Operating Engineers, Local 286 (Custodial)

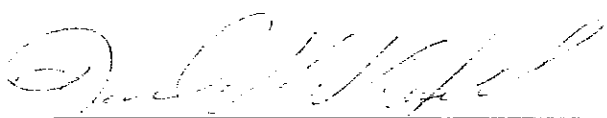
TACOMA SCHOOL DISTRICT NO. 10

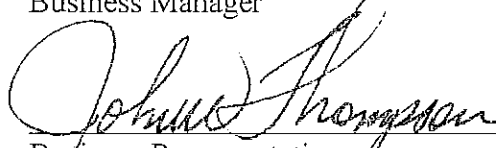


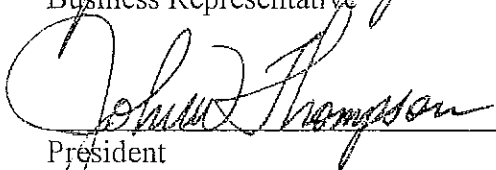
President, Board of Directors
10/23/08

Date

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286 (CUSTODIAL)



Business Manager


Business Representative


President
10/16/08

Date

2008 - 09 CUSTODIANS - SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2008

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CLASSIFICATION				
H	11.71	13.00		
G		15.28		
F		16.22		
E	16.48	17.21	17.92 *	18.30 *
D	17.64	18.76	19.14 *	
C	18.90	20.09		
B	20.57	21.45		
A	21.90	22.81		

Temporary (substitute) custodian is Level H, Step 1

The Central Pension Fund (CPF) contribution is not included on the salary schedule, however, the CPF contribution shall be included in the calculation for wage increases. One dollar fifty cents (\$1.50) per hour will be contributed to the Central Pension Fund.

A twenty (20) year increment will be paid to eligible employees at 5% of the individual step on the shadow salary schedule which includes the Central Pension Fund contribution after 19 years of service.

Supervisor duties in the office shall be paid at Level A, Step 2 plus \$.50 per hour. Employees who have completed the chief and engineer refresher course prior to March 1, 2002 shall receive an increment of \$.25 per hour. Those completing the course after March 1, 2002 and before September 1, 2007 shall receive the \$.25 per hour increment once the employee is assigned to a "D" classification position. Those completing the course after September 1, 2007 shall receive the \$.25 per hour increment once the employee is assigned to a chief custodian position. Employees who are in the "E" and "D" classifications who are not chief custodians may get credit for taking the class and will receive the \$.25 per hour increment effective with being assigned a chief position.

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

APPENDIX A.

Wage Schedule Levels with Training/Course Completion Requirements

Level Step 1	Step 2
H Entry	Sustainable Cleaning (approximately 72 hours)
G	Environmental/Energy (approximately 20 hours)
F	Boiler Class IV (approximately 80 hours) Computer Skills Course (approximately 20 hours)

E All H-F Level Courses	Boiler Class III (approximately 80 hours) Technical training course (approximately 40 hours)
D All H-F Level Courses	Leadership/Management/Supervision (approximately 40 hours) Trades training course (approximately 40 hours)
C All D Level Courses	Boiler Class II (approximately 108 hours) Chief refresher (approximately 40 hours)
B All C Level Courses	Internship
A All B Level Courses	Other approved courses

Notes: When course or training approval is required, it will be authorized by the Director of Buildings and Grounds supervising custodial services. To the greatest extent possible, a listing of acceptable courses for each level will be distributed to custodial staff by September 1 of each year.

The boiler license class hours noted above are as currently provided in the classes offered through Bates Technical College.

A pre-requisite for taking the Chief Refresher course is the successful completion of the Leadership/Management/Supervision Course.

CUSTODIAL PAY CLASSIFICATIONS

APPENDIX C.

CLASS	NUMBER	TITLE	SITE	REMARKS
H	11	Custodian	All	Swing, Grave Yard
G	9		All	Swing, Grave Yard
F	88		All	Swing, Grave Yard
E	7	Fireman	M.S.	Class III <50 MBTU
	1	Carpet Crew Lead		
	5	Day Custodian	H.S.	Foss, Mt.T., Lincoln, Stadium, Wilson
	1		CAB	
	3	4th Class License Relief	All	Class IV <20MBTU
D	21	Chief Custodian	Elementary	<55,000 sq. ft.
	1		Madison	
	1		Oakland	
	1		Park Ave	
	4	Engineer	Foss, Lincoln, Mt Tahoma, Stadium & Wilson	Class III <50MBTU
	2		Gray, Stewart	
	1		CAB	
	3	HP Relief	All	Class III <50 MBTU
C	15	Chief Custodian	Elementary	>55,000 sq. ft./
	4		M.S.	Baker, Gault, McIlvaigh, Meeker
B	7	Chief Custodian	M.S.	
	3		B&G, SOTA (Reg.V), CAB, PDC	
	3	OE Relief	All	Class III <50MBTU
A	5	Chief Custodian	H.S.	
	196			

Tacoma Public Schools 2008 - 2009
 12-Month Office Professional Calendar
 247 Work Days

- 9/1/2008 Labor Day
- 9/3/2008 First Day of School
- 11/11/2008 Veteran's Day
- 11/26/2008 Early Rel - Thanksgiving Break
- 11/27/2008 Thanksgiving Day
- 11/28/2008 Thanksgiving Day Holiday
- 12/19/2008 Early Rel - Winter Break
- 12/24/2008 Christmas Eve Holiday
- 12/25/2008 Christmas Day
- 12/30/2008 Early Release -
- 12/31/2008 New Year's Eve Holiday
- 1/1/2009 New Year's Day
- 1/5/2009 School Resumes
- 1/19/2009 Martin Luther King Jr Day
- 2/16/2009 President's Day
- 4/2/2009 Non Work Day
- 4/3/2009 Friday of Spring Break
- 5/25/2009 Memorial Day
- 6/16/2009 Early Rel - Last day of School
- 7/3/2009 Independence Day (observed)

March - 2009						
Su	M	Tu	W	Th	F	St
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April - 2009						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May - 2009						
Su	M	Tu	W	Th	F	St
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June - 2009						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July - 2009						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August - 2009						
Su	M	Tu	W	Th	F	St
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September - 2008						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October - 2008						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November - 2008						
Su	M	Tu	W	Th	F	St
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December - 2008						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January - 2009						
Su	M	Tu	W	Th	F	St
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February - 2009						
Su	M	Tu	W	Th	F	St
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

13 1 2 4
 Holidays Non Work Other Early Release
 40

Letter of Requirement

(DATE)

Dear _____,

This memorandum is to inform you that you are now required and directed to submit an appropriate, valid, medical certification for any absence from scheduled work, due to injury, illness or medical appointment, regardless of duration.

This certification must verify that:

- you were under the professional care of a physician, during the entire period of your absence,
- you were seen by a physician on or before the first day of your absence,
- you were incapacitated for work as a result of your medical condition.

It is expected that the required medical certification will be submitted in conjunction with a completed reason for absence form on the date of your return to duty.

On (DATE, MONTH, YEAR) you were counseled and cautioned that the frequency of your absences from work due to illness, injury or medical appointment indicate a misuse of leave privileges and/or that you may not have been incapacitated from work. You were further cautioned that, if there were no significant improvements in your attendance, you would be required to provide medical certification for all absences as described above.

This letter is now being issued due to the following reason:

The Letter of Requirement will remain in effect for a period of one (1) calendar year, at which time the frequency and nature of your absences will be reviewed. You will be formally notified thirty (30) days prior to the annual anniversary date of this memorandum if these requirements will be continued.

Failure to comply with the terms of this Letter of Requirement may result in disciplinary action up to and including termination. Such disciplinary action may be taken during the effective period of the Letter of Requirement if circumstances so warrant. Nothing in this letter prohibits the District from implementing any disciplinary action against you.

Employee's Signature (Date)

District Designee's Signature (Date)

Cc: Personnel File

Facility Use Memorandum of Understanding

The parties agree to a Memorandum of Understanding on the Facilities Use Process: The Union will identify up to five building administrators, and the Director of Buildings and Grounds and the Director of Labor and Legislative Relations will meet with those administrators to address management of the facility use process at those schools.

Policy No. 5010
Human Resources

EMPLOYEE CONDUCT RULES

The following list of rules sets forth the required general employee conduct. All rules of Tacoma School District No. 10 now in force or hereafter adopted shall be observed by all employees. Administrators are authorized to subject an employee who violates any rule to discipline which may include verbal or written warning or reprimand as appropriate to the infraction. The superintendent may suspend an employee during an investigation and pending a hearing, if the superintendent deems the suspension to be reasonably necessary to protect the best interests of the district, and may exercise such other powers concerning discipline and termination as are authorized by law.

An employee shall not:

1. Falsify or omit material information from District records or any report or statement required of or submitted by the employee.
2. Use language or actions which are offensive or profane to a person of ordinary sensibilities.
3. Carry or smoke any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment or material, or chew or sniff a tobacco product on district property, including vehicles, as prohibited in Policy 4215, Use of Tobacco on School Property.
4. Damage, negligently or intentionally, property of the district, another employee, or student.
5. Take, use, convert, or possess without authorization funds, equipment, materials, or services of an individual or of the district for purposes not related to the district.
6. Endanger, negligently or intentionally, the safety of oneself or another person.
7. Provoke a fight or participate in a fight, except to take such defensive measures as may be necessary to protect oneself or anyone else who is the subject of an unprovoked attack.
8. Use threats or personal/political influence in an effort to secure promotion, leave of absence, transfer, change of evaluation, pay or other occupational advantage for oneself or another.
9. Induce or attempt to induce any district employee or student to commit an unlawful act in violation of any rule, regulation or policy applicable to the employee or student.
10. Carry a weapon on employer's time or premises. School security patrol, who have

Policy No. 5010
Human Resources

weapons authorized, are to abide by Policy 4210, Regulation of Dangerous Weapons on School Premises.

11. Violate any rule, regulation or statute or other legal enactment applicable to the employees.
12. Illegally manufacture, distribute, dispense, or possess any controlled substance, use alcohol at work, work under the influence of alcohol, or work under the influence of any controlled substance unless the substance is prescribed by a doctor and does not impair the employee's ability to function in his or her position.
13. Fail to perform any responsibilities lawfully imposed upon the employee or fail to follow any lawful directives issued to the employee.
14. Be tardy.
15. Be absent without authorization or approved excuse.
16. Threaten, intimidate, harass (including sexual harassment), coerce or abuse, either physically or verbally, another employee, patron, or student.
17. Violate safety rules or safety practices or fail to use required safety equipment.
18. Distribute materials, circulate petitions, or collect contributions on the employer's time or premises without proper authorization.
19. Require or pressure students, staff, or parents to purchase equipment, supplies, or services from the employee in a private remunerative capacity.
20. Commit an act of moral turpitude.

This listing represents the general guidelines of employee conduct for Tacoma School District No. 10 and is not inclusive. Individual schools or departments may also have written rules which employees are expected to follow. A violation of the above rules may be sufficiently serious to constitute cause for termination of employment.

In addition, a situation may occur which is inherently offensive but no specific rule applies; in such a case an employee is subject to reasonable discipline which may include termination.

Adoption Date: 7/24/80

**Revised: 3/26/81; 4/9/81; 12/9/82; 7/26/84; 3/12/87; 5/26/88; 4/13/89; 5/10/90;
10/28/99**