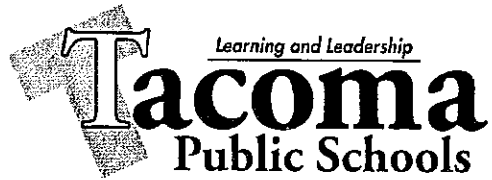


AGREEMENT

Between



Board of Directors Tacoma School District No. 10

and the

Pierce County, Washington, Building & Construction Trades Council

September 1, 2010 - August 31, 2013

AGREEMENT

Tacoma, Washington

TACOMA SCHOOL DISTRICT #10

BOARD OF DIRECTORS

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Kurt Miller, Vice President
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SUPERINTENDENT

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PREAMBLE

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

The parties hereto agree as follows:

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ARTICLE I RECOGNITION AND DEFINITIONS

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Section 1. Recognition and Conformity to Law

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

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Conformity to Law/Non-Discrimination

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

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Section 2. Definitions

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1. **Board of Directors** of Tacoma School District # 10.
 2. **Contract year:** September 1 through August 31.
 3. **Council:** Pierce County, Washington, Building and Construction Trades Council.
 4. **Immediate supervisor:** Purchasing Manager or Supervisor of Maintenance, as appropriate.
 5. **Regular employee:** A regular employee is an employee whose permanent assignment is for 2080 hours for the scheduled work year and has attained seniority status.
 6. **Superintendent:** Superintendent of Tacoma School District No. 10.

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7. **Supervisor:** Purchasing Manager, Director of Building and Grounds, or Maintenance Supervisor, as appropriate.

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

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

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

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

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

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

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**ARTICLE II
RIGHTS OF THE BOARD**

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Section 3. Rights of the Board

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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.

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**ARTICLE III
GENERAL CONTRACT PROVISIONS**

1 **Section 4. Grievance Procedure**
2

3 If an employee considers that this Agreement has been violated, the employee shall use the
4 following procedure to resolve the grievance. Every effort will be made to resolve a grievance
5 at the lowest appropriate level and within the shortest period of time.
6

7 **Informal Level:** The aggrieved employee may consult with their immediate supervisor within
8 ten (10) regular working days following the date of the alleged violation and state fully the
9 circumstances of the alleged violation and the redress sought. Every effort shall be made to
10 solve the grievance at this level.
11

12 The immediate supervisor will render a decision at the time of the meeting or will respond in
13 writing to the employee within five (5) regular working days following the meeting.
14

15 **Level 1:** In the event the grievance is not satisfactorily resolved in the informal step, the
16 aggrieved employee and Union representative shall, within five (5) regular working days
17 following the response to the informal step, present the grievance in writing to the supervisor.
18

19 Within five (5) regular working days following the receipt of the written grievance, the
20 supervisor shall submit a written response to the employee with a copy to the Union.
21

22 **Level 2:** In the event the grievance is not satisfactorily resolved at Level 1, the Union shall,
23 within five (5) regular working days following the receipt of the Level 1 written response,
24 present the grievance to the Director of Buildings and Grounds with a copy to the supervisor.
25 If the grievance arises from Purchasing, the Union may proceed directly to Level 3.
26

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

30 **Level 3:** In the event the grievance is not satisfactorily resolved at Level 2, the Union shall
31 within five (5) regular working days following the receipt of the Level 2 written response,
32 present the grievance in writing to the Superintendent with a copy to the Director of Labor and
33 Legislative Relations.
34

35 **Level 4:** In the event the parties cannot satisfactorily resolve the grievance, the Council may
36 request binding arbitration. If the Council determines to seek binding arbitration, it shall,
37 within ten (10) regular working days after receipt of the Level 3 written response, submit a
38 request, with a copy to the Superintendent, for a list of at least seven (7) arbitrators from the
39 Federal Mediation and Conciliation Service, unless other arrangements are agreed to between
40 the District and the Council. If the Council does not request arbitration within ten (10) regular
41 working days, the grievance is waived. The parties will determine the arbitrator from this list
42 by alternately striking names from the list. The arbitrator's decision will be in writing and
43 will set forth the finding of fact, reasoning and conclusions. The arbitrator will be without
44 power or authority to make any decision which is outside the Agreement.
45

1 The decision of the arbitrator will be submitted to the District and the Council and will be
2 final and binding upon the parties. The costs of the arbitrator will be borne equally by the
3 District and the Council. Each side will bear its own attorney fees and costs.
4

5 **Supplemental Conditions:** The time limits specified within this grievance procedure may be
6 extended by mutual agreement of the District and the Union or Council. In the event that the
7 Director does not have the authority to resolve the grievance, the Union may file a grievance
8 at Level 3.
9

10 The employee may request Union representation at each step of the grievance procedure.
11

12 **Section 5. Union Security**

13

14 1. All District employees who are covered by this Agreement shall maintain membership in
15 the appropriate Union signatory hereto as a condition of continued employment. All new
16 employees shall become members of the appropriate Union signatory hereto according to
17 the provisions of that Union's general policies and procedures as a condition to continued
18 employment.
19

20 The Board upon written request of any Union shall, at its next regular meeting, discharge
21 any employee who fails to tender the dues and/or fees uniformly required by the Union as
22 a condition of acquiring or maintaining membership in good standing in the Union.
23

24 The District shall deduct Union membership dues and/or representation fees from wages
25 of an employee under the following conditions:
26

- 27 A. The employee must authorize dues deduction, or cancellation thereof, in writing to
28 the Union.
29
- 30 B. The Union will notify the District in writing of the employee(s) to add to or delete
31 from dues deduction. Said notice must be received by the District by the 15th of the
32 current month to be deducted on the warrant issued on the 5th of the following
33 month.
34
- 35 C. The dues deduction must be either:
36
- 37 1. A flat monthly amount,
 - 38 2. A percent of gross wages, or
 - 39 3. Cents per hour (converted, if necessary, to the equivalent percent of gross
40 wages).
41
42
- 43

44 2. The District reserves the following hiring rights:
45

- 46 A. The right to request a former employee of an appropriate craft.

- 1 B. The right to request applicant(s).
2
3 C. The right to reject any Union referral.
4
5 D. Local established hiring hall rules shall apply, except as superseded by this
6 Agreement.
7
8 E. In cases where the Union cannot provide personnel qualified as required by the
9 District, the District will have the right to seek applicants from outside the Union.
10

11
12 **ARTICLE IV**
13 **WAGES, HOURS AND BENEFITS**
14

15 **Section 6. Wages and Benefit Contributions**
16

- 17 1. Wages for each craft will be increased by the state pass through percentage amount for
18 cost of living increases for educational employees each year for the term of the
19 Agreement.
20

21 In 2010-11 an additional twenty-five cents (25¢) per hour is applied to the hourly
22 wage.
23

24 The parties agree to open negotiations for wages and benefits only for 2012-13.
25

26 Warehouse and Maintenance Teamster employees shall receive the same hourly rate
27 and same Union pension contribution amounts.
28

29 Wage increases resulting from state pass through amounts for salary or wages or
30 across-the-board district contributions to wages shall be calculated using the "shadow
31 rate." The shadow rate shall be the salary rate for each job classification prior to the
32 deduction of any monies for payment of health and welfare benefits. The shadow rate
33 is adjusted by agreed upon state pass through and other district rate adjustments
34 exclusive of any wage adjustments since October 1, 2001 for health and welfare,
35 pension contributions, or other union requested adjustments that affect the actual wage
36 rate.
37

38 The shadow rate table shall be attached at the end of this contract document.
39

40 Employees assigned to work swing shift shall be paid a premium of seventy-five cents
41 (75¢) per hour. Assignments to swing shift will be selected from volunteers or
42 appointed by the District based on the District's needs.
43

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

1 Any craft which is required by the state to maintain a state license for education
2 upgrades shall receive a twenty-five cent (25¢) per hour increase in pay. In the event
3 the District requires additional state certification or licensing other than what would
4 normally be expected for a position in the bargaining unit, the employee shall receive a
5 twenty-five cents (25¢) per hour increase in pay.
6

7 Direct Deposit: Employees shall be required to utilize direct payroll deposit. Pay
8 advices will be available through Employee Self Service (ESS) effective with the
9 September 20, 2010 payroll distribution.
10

11 2. Benefits Contributions

12
13 A. Health and welfare benefits for crafts outside the District's Sound Trust will be
14 paid up to a maximum of the state allocation per month for current full time
15 equivalent employees. Effective October 1, 2010, the rate for the 2010-11 school
16 year shall be \$768.00 per month and \$62.48 to state retirees per 1.0 FTE. Any
17 health and welfare rate in excess of the rate derived from the state allocation shall
18 result in an equivalent salary reduction. Health and welfare rate contributions in
19 amounts that are less than the state allocation shall result in an increase to the
20 employee(s) hourly rate of pay.
21

22 The District shall contribute to health and welfare benefits 100% of the amount of
23 any money contributed by the District on a per employee basis to the Sound Trust,
24 in part to offset the amount required by the state to subsidize retiree health
25 benefits. In 2010-11 that amount is \$60 per month per employee.
26

27 B. For crafts participating in the District's Sound Trust, the District shall provide an
28 insurance contribution to the Trust of the State allocation amount per month, per
29 FTE for current eligible employees, for 2010-11 this amount shall be \$768.00 per
30 month. The District will contribute \$60 per month per FTE for current eligible
31 employees of the Trust to offset the required contribution to the state for retirees of
32 \$62.48 per month per FTE. Should the District continue this contribution for any
33 other employee group, the District will provide the same contribution of employees
34 who are in the Sound Trust and this bargaining unit.
35

36 Section 7. Hours

- 37
- 38 1. The District will consider a ten-hour work day equal to a 1.25 eight-hour work day for
39 the purpose of benefits such as leaves and vacations.
40
 - 41 2. An employee is allowed a one-half hour duty-free lunch period exclusive of the
42 assigned work hours.
43
 - 44 3. The District will schedule a paid rest period of fifteen (15) minutes for each four (4)
45 hours of working time.
46

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

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

10
11 A. Day shift between the hours of 6:00 a.m. and 4:30 p.m.
12 Four/tens (summer) between the hours of 6:00 a.m. and 6:00 p.m. or as
13 provided for by separate craft agreement.
14

15 B. Swing shift between the hours of 1:00 p.m. and 1:00 a.m.
16

17 C. Graveyard shift between the hours of 10:30 p.m. and 8:30 a.m.
18

19 6. All time worked beyond the assigned eight (8) or ten (10) hour shift or forty hours per
20 week shall be paid at the appropriate overtime rate. On the seventh (7th) consecutive
21 day or on Sunday, the rate of pay shall be at double the regular rate of pay for the hours
22 worked.
23

24 Overtime will be assigned to the employee presently performing any task on site. Any
25 other overtime shall be offered to permanent employees first, by seniority, then to
26 temporary employees. The following provisions are made to provide maximum
27 efficiency in the completion of jobs that occur as an emergency. When a situation
28 develops on a Friday of a five-day work week that requires continued work on the
29 following Saturday, the employee performing the work on Friday will be assigned to
30 continue the job to completion. When a situation develops on a Thursday of a four-
31 day work week that requires continued work on the following Friday, the employee
32 performing the work on Thursday will be assigned to continue the job to completion.
33

34 Employees required to work without eight (8) hours off from the end of their last shift
35 shall be considered on overtime and paid at one and one-half times the straight time
36 rate of pay until such time as the employee receives at least eight (8) hours time off
37 between successive shifts.
38

39 7. For four, ten-hour day workers in weeks of less than five working days either of the
40 following may apply.
41

42 A. Each work day shall be eight (8) hours.
43

44 B. Employees shall work three (3) ten-hour days and may take two (2) hours of
45 vacation.
46

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

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

7 10. Four, ten-hour day workers may use two hours of vacation leave, extraordinary leave
8 or leave without pay on paid eight-hour day holidays. Use of extraordinary leave to
9 extend a holiday is permitted in this instance. Use of leave without pay without
10 exhausting all other relevant leaves is permitted in this instance. Utilizing these leaves
11 in this instance will not impact an employee's eligibility for an attendance incentive.
12

13 **Section 8. Holidays**

14
15 Employees covered by this Agreement shall be entitled to the same holiday early dismissal
16 provisions as provided for certificated staff.
17

18 1. A regular employee will be granted thirteen (13) paid holidays per school year. An
19 employee is not expected to work on the following holidays:
20

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

21
22 2. If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on
23 a Sunday, then Monday will be a paid day off. When a two (2)-day holiday falls on a
24 Saturday and/or a Sunday, the District will schedule days off with pay for the
25 holiday(s) that fall on the weekend.
26

27 3. If an employee is required to work on the day after Thanksgiving, December 24,
28 December 31, or Friday of Spring Break, the employee shall be paid time and one-half
29 the regular rate of pay for the hours worked plus pay for the holiday. If an employee is
30 required to work on the calendar date of any other holiday, the employee will be paid
31 double time the regular rate of pay for the hours worked plus pay for the holiday.
32

33 4. If a temporary employee works a regular shift on the scheduled day before and the
34 scheduled day after a holiday, the temporary employee shall be paid for the holiday.
35

36 **Section 9. Vacations**

37
38 1. All regular employees employed as of September 1, 1992, shall receive twenty-two
39 (22) days paid vacation, except as provided below. Any employees, including both

1 regular and temporary, who have worked ninety (90) or more days between June 1,
2 1989 and August 31, 1992 and are subsequently hired as regular employees, shall be
3 eligible for twenty-two (22) days paid vacation. All other new employees hired after
4 September 1, 1992, shall have paid vacation allocated as follows:
5

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

6
7 For purposes of vacation, years are to be calculated using the employee's anniversary
8 date as the first day of the year. Eligibility for moving to an increased vacation benefit
9 shall be effective on the employee's anniversary date of hire.

10
11 Any unused vacation may be cashed out consistent with Section 9.7 of the agreement
12 and subject to DRS requirements up to a maximum of thirty (30) days upon retirement
13 or separation from the District.
14

15 Swing shift personnel who take vacation leave during summer months shall receive
16 the swing shift differential pay/hour of seventy-five cents (75¢) per hour when taken in
17 blocks of forty (40) or more hours. The Independence Day holiday, if it is part of a
18 swing shift employee's forty (40) consecutive hours or more away from work when
19 combined with vacation leave, counts toward the forty (40) hour block, and will be
20 paid at the shift differential rate for those employees otherwise on vacation and away
21 from work for forty (40) consecutive hours or more.
22

- 23 2. A paid holiday will not be counted as a vacation day.
- 24
- 25 3. A prorated vacation will be allowed for a regular employee who resigns.
- 26
- 27 4. Days worked and days paid for by reason of sick leave benefits will be counted in
28 computing prorated vacations.
- 29
- 30 5. Vacation day(s) shall be scheduled by mutual consent of the employee and the
31 foreman/immediate supervisor, subject to the approval of the Supervisor. Except in
32 case of emergency, an employee must submit a written request at least ten (10)
33 working days prior to the first day of said vacation.
34
- 35 6. A regular employee is allowed to defer up to a maximum of fifteen (15) days of
36 vacation.
37

38 A regular employee may take up to thirty (30) consecutive vacation days when
39 approved by the Supervisor.
40

- 1 7. A regular employee will only be paid for thirty (30) unused vacation days upon
2 retirement, resignation, etc. from the District; provided, however, that an employee
3 will not be required to lose annual vacation.
4

5 **Section 10. Health, Welfare and Pension Benefits**
6

7 The District will maintain the existing health, welfare and pension plans under the following
8 conditions:
9

- 10 1. For Union Trusts: Contributions to Union trusts shall be based upon all compensable
11 hours worked excluding vacations and holidays except "hours worked" for purposes of
12 contributions to the teamster pension trust shall include vacations and holidays, and
13 may be reported as taxable wages in the event that the District is required to do so.
14

15 The District will deduct any increase in benefit contributions from the hourly wage
16 rate prior to determining earned wages. Any pension rate increase or health and
17 welfare rate increase in excess of the state allocation will result in an equivalent wage
18 reduction. Pension, Health and Welfare benefits are based on 1,816 (2,080 for
19 teamsters) hours worked per year.
20

21 The District and Council will agree to benefit rate equivalents based upon lids and/or
22 flat dollar amounts for ease of implementation.
23

24 In addition to regular payroll deductions for Health, Welfare and Pension Benefits, the
25 District will make contributions through payroll deduction to additional Union
26 retirement and/or benefit programs by separate agreement with individual unions.
27

28 Teamsters covered by this agreement shall participate in the PEER (Enhanced
29 Retirement Option) through individual payroll contribution. All contributions to the
30 Western Conference of Teamsters Pension Trust are funded through diversion from
31 wages. For the job classifications Truck & Tractor Driver, and
32 Warehouseman/Maintenance:
33

- 34 • the basic rate is \$2.70,
 - 35 • the 16.5% for PEER 80 rate is \$0.45 and
 - 36 • the total rate is \$3.15.
- 37

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

1 such amounts paid on the account of each Teamster member of the Bargaining Unit.
2 Failure to make all payment herein provide for, within the time specified, shall be a
3 breach of this Agreement.
4

- 5 2. For the District's Sound Trust: Benefits for crafts participating in the District's Sound
6 Trust will be determined by the Trustees in keeping with the powers and
7 responsibilities described in the TRUST document. The length of the appointment,
8 responsibilities, and powers of the trustees shall be determined by the TRUST
9 document, provided that the trustees have no authority to act in violation of this
10 Section. The Trust shall offer health, group long-term disability, group term life,
11 group vision and group dental insurances. In keeping with the powers and
12 responsibilities as described in the TRUST document, the Trustees shall determine the
13 insurance benefits to be provided and the contributions required of eligible full-time
14 and eligible part-time plan participants.
15

16 In the event of a qualified change in family or employment status, an employee will be
17 allowed thirty (30) days in which to enroll in the health insurance plan. The insurance
18 benefits and contributions provided by this section may be reopened by the Union for
19 negotiations in any of the following events: The TRUST is dissolved, or considers
20 dissolving; or the TRUST acts in violation of this Section.
21

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

- 23
- 24 1. Travel Allowance
- 25
- 26 A. An employee required to use a private automobile to travel on school business
27 shall be compensated at the IRS established rate.
28
- 29 B. Travel from home to work or first place of call and from work or last place of
30 call to home is not reimbursable.
31
- 32 2. The District will reimburse an employee for slashed tire(s) and/or vandalism damage
33 caused to a vehicle which occurred in the course of his/her employment pursuant to the
34 following conditions:
35
- 36 A. A police report must be filled and a copy of said report must be provided to the
37 Director within forty-eight (48) hours of the incident. In addition, the District
38 may at its discretion require an employee to show evidence of damage.
39
- 40 B. The reimbursement shall be subject to a \$1,000 maximum reimbursement of
41 actual expenses of each loss.
42
- 43 C. If the employee files a claim to his/her insurance carrier, the District will
44 coordinate insurance benefits.
45

- 1 D. An employee must submit his/her claim on a form provided by the District.
2 The claim for reimbursement must be made to the Director within thirty (30)
3 days of loss or damage, or the claim is waived.
4
- 5 E. The total obligation for reimbursement by the District is \$25,000 for each year
6 for all District employees.
7
- 8 3. The District will reimburse an employee for damage or loss of personal property,
9 vehicles excluded, used by the employee in the course of his/her employment pursuant
10 to the following conditions.
11
- 12 A. The reimbursement shall be subject to a fifty (\$50) dollars deductible with a
13 \$1,000 maximum reimbursement of each loss.
14
- 15 B. Reimbursement shall be based upon a reasonable estimate of current value.
16
- 17 C. The District may, at the District's discretion, require an employee to show
18 reasonable evidence of theft or damage.
19
- 20 D. An employee must take reasonable care to protect his/her personal equipment.
21
- 22 E. Loss or theft of cash will not be covered.
23
- 24 F. If the loss is covered by an insurance policy carried by the employee, such
25 insurance must be used prior to making a claim to the District.
26
- 27 G. An employee must submit his/her claim on a form provided by the District.
28 The claim for reimbursement must be made to the immediate
29 supervisor/principal within thirty (30) days of the loss or damage, or the claim
30 is waived.
31
- 32 H. The District's obligation for such loss is a maximum of \$20,000 for each year
33 for all District employees.
34
35

36 **ARTICLE V**
37 **GENERAL CONDITIONS**

38
39 **Section 12. Program Procedures**
40

- 41 1. The District will not be required to arbitrate any question regarding jurisdiction
42 between the signatory Unions. To the extent feasible, the District will make work
43 assignments with due consideration to established craft practices. Employees will be
44 assigned to work within their respective craft. However, employees will be allowed to
45 temporarily perform work outside their craft in order to promote efficient operations.
46

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

3 If there is work outside a craft's jurisdiction and that craft has no manpower available
4 for that day, and the supervisor has been notified first, then the other craft can perform
5 the temporary job providing they have the job qualifications.
6

- 7 2. The District will not require an employee to transport District supplies, materials or
8 tools in a private vehicle.
9
- 10 3. Any new position, opportunity to change shifts, special assignment, or vacancy within
11 Building and Grounds and the Warehouse shall be posted a minimum of one week,
12 within fifteen (15) calendar days of such vacancy, except the fifteen (15) day
13 requirement will be suspended from March 15th to June 30th each year, in order to
14 provide an opportunity for any employee to express interest. The notice provision may
15 only be changed in the event of an emergency. Team leader and temporary team
16 leader positions will be posted for informational purposes. Team leaders and
17 temporary team leaders are selected at the supervisor's discretion including
18 consideration of the following criteria: maturity, ability to see the overall nature of the
19 work and well-developed skills in all areas; leadership, generally recognized by
20 management and the crafts employees as reliable; team player, works well with others
21 towards department and project goals and objectives; supportive of management, past
22 record indicates support of and cooperation with management in problem solving;
23 craft orientation, works in a craft compatible with the position and enhances the mix of
24 crafts among the team leaders.
25
- 26 A. In addition to posting, the District shall notify the Pierce County Building
27 Trades in a timely fashion of any new positions, opportunities to change shifts,
28 special assignments or vacancies within Building and Grounds and the
29 Warehouse.
30
- 31 B. If the position is not filled within forty-five (45) calendar days of the posting,
32 and when it is filled the person selected has been serving in the position as a
33 temporary employee, the person serving in the position will receive the regular
34 rate of pay and all accrued regular employee benefits, including seniority,
35 retroactive to the forty-fifth (45) day after the posting.
36
- 37 4. Temporary employees who have worked at the District for at least five hundred (500)
38 hours and become hired as regular employees shall have a three (3) month
39 probationary period, rather than six (6) month probationary period provided in § 13
40 (2).
41
- 42 5. Labor/Management Committee: At least quarterly, or at the written request of either
43 the District or the Pierce County Building and Construction Trades Council,
44 labor/management meetings shall be held, with no loss of pay to the employees, at a
45 time mutually agreed upon.
46

1 Items for discussion shall be submitted by the parties to determine the agenda. The
2 purpose of these meetings shall be to resolve problems prior to them being reduced to
3 writing as a grievance, to discuss any other problems or concerns that affect the
4 bargaining unit, and to provide an opportunity to discuss improvements to the
5 maintenance program. In no event can agreements reached in labor/management
6 abridge, add to, or subtract from the collective bargaining agreement.
7

8 The union(s) shall select six (6) employee representatives from individual crafts in
9 addition to the Executive Secretary of the Pierce County Building and Construction
10 Trades Council to the Labor/Management Committee who will serve one (1) year
11 terms. The Director of Building and Grounds and two (2) other supervisory personnel
12 shall represent the District. In order to assure communications from the Committee,
13 agendas and minutes for meetings shall be distributed to each employee and local
14 unions. The Director of Labor and Legislation may be present at the meetings at the
15 request of the Union or the Director of Building and Grounds. In order to assure open
16 communication, there shall be no adverse impact nor shall there be any retribution for
17 any employee as a result of participation in the Labor/Management Committee.
18

19 6. Annual Evaluations
20

21 Maintenance personnel shall be evaluated on or before August 31 annually and shall
22 be notified by November 1 as to who is responsible for completing the evaluation. No
23 employee in the bargaining unit shall be assigned to evaluate another employee in the
24 bargaining unit. The purpose of the annual evaluation shall be to provide feedback on
25 employee performance, not as a basis for promotion, demotion or discipline.
26

27 Each immediate supervisor shall meet with each employee no later than November 15
28 annually in order to acquaint staff with the process to be followed regarding the annual
29 evaluation, to answer questions pertaining to the format for evaluations and to review
30 general and specific expectations for job performance. An employee may request an
31 alternate evaluator.
32

33 In the event that a supervisor anticipates an unsatisfactory or a lowered evaluation
34 when compared to the previous year, the employee will be given an opportunity to
35 discuss performance and discuss suggestions for improvement a minimum of sixty
36 (60) days prior to the formal completion of the evaluation process.
37

38 The evaluator will complete the evaluation in triplicate. After discussing the
39 evaluation with the employee, the evaluation shall be signed by the evaluator and by
40 the employee being evaluated prior to August 31. Signature by the employee implies
41 only that the employee has had an opportunity to see the evaluation and does not
42 signify agreement with the ratings.
43

44 An employee has the right to include a written statement or document(s) as addenda to
45 the evaluation. The employee must notify the evaluator within five (5) working days if
46 he or she plans to submit a statement or document(s) as addenda to the evaluation.

1 The statement or document(s) must be submitted to the evaluator within three (3)
2 calendar weeks after the employee signed the evaluation. The employee will note on
3 the evaluation whenever addenda are attached to the evaluation.
4

5 **Section 13. Seniority**
6

- 7 1. The principle of seniority within each union affiliation and by trade classification is
8 hereby established for regular employees.
9
- 10 2. Seniority is the continuous service as a regular employee with the District in a specific
11 union based on the date of hire by the Board (union affiliation seniority); provided,
12 however, the seniority of an employee established as of March 25, 1982 shall continue
13 in effect. An employee who transfers to the maintenance or warehouse bargaining unit
14 or who changes trade classification will have trade classification seniority based on the
15 first day of employment in the new unit or in the new trade classification, but
16 maintains the employee's union affiliation seniority. An employee shall have seniority
17 established only after completing six (6) months of probationary employment with the
18 District, unless eligible for a three (3) month probationary period pursuant to § 12 (4).
19
- 20 A. The District will strive to assure an equitable allocation of overtime. Any
21 unplanned overtime will be assigned to the employee presently performing the
22 task on the site. For planned overtime, it shall be offered first to qualified
23 permanent employees by seniority, then to temporary employees.
24
- 25 B. Each teamster shall be allowed to bid on his/her route assignment, based on
26 seniority, once per year.
27
- 28 3. An employee's seniority shall be terminated under the following conditions:
29
- 30 A. If the employee is terminated for cause.
31
- 32 B. If the employee terminates employment or fails to report to work for three (3)
33 consecutive working days without proper notification or authorization.
34
- 35 C. If the employee fails to report within forty-eight (48) hours, Saturdays,
36 Sundays, and holidays excluded, after official notification of recall.
37
- 38 D. If the employee has been laid off from the District in excess of one (1) calendar
39 year.
40
- 41 E. If the employee does not maintain employee status with the District.
42
- 43 F. An employee who has been injured on the job will retain seniority for one (1)
44 year from the date of injury. The District will review each employee who is on
45 industrial insurance for one year on a case-by-case basis. The District, at its
46 discretion, may extend an employee's seniority if there is reason to believe the

1 employee will be able to return to full duty in a short period of time. The
2 District will notify the employee of the extension in writing with a copy to the
3 Building Trades Council. If the employee's seniority is not extended, the
4 District will notify the employee in writing with a copy to the Building Trades
5 Council.
6

- 7 G. The employee has not worked within the last twelve months, and has been on
8 leave without pay (except for active duty military leave) status during that time.
9 An employee must work thirty (30) consecutive work days at assigned duties
10 in order to maintain his or her seniority.
11

12 **Section 14. Layoff and Recall Procedure**

13

14 The District will layoff by trade classification by seniority, with the least senior employee in
15 the trade classification laid off first. If an employee is subject to layoff in the employee's
16 current trade classification, but has union affiliation seniority and is qualified for a trade
17 classification within that union affiliation where there is a less senior employee, the employee
18 may transfer to the other trade classification, displacing the less senior employee who will be
19 laid off. Temporary employees will be laid off before regular employees.
20

21 Regular employees who are laid off will be placed on a layoff list for twelve (12) months from
22 the date of layoff. The District will give persons on the layoff list preference by seniority for
23 rehire as a regular employee or temporary employee; if rehired to a regular employee position
24 within twelve (12) months, said employee's previous hire-in date will establish the
25 employee's seniority.
26

27 Regular employees who laid off and are rehired as temporary employees shall be entitled to
28 full contract benefits for a period of twenty-four (24) months from date of layoff as a regular
29 employee. Temporary employees who are hired due to emergencies on short-term critical
30 work needs within a craft which has had a layoff within the previous fiscal year (September 1-
31 August 31) shall receive full contract benefits after ninety (90) consecutive work days
32 consistent with the mutual consent of the Union and the District as provided in Article I,
33 Section 2.9 of the agreement.
34

35 A person on the layoff list must notify the Human Resources Department of any change in
36 address or telephone number. A person who fails to notify the Human Resources Department
37 of a change will lose all recall rights.
38

39 A person on the layoff list who rejects an offer of employment as a regular employee by
40 certified or registered mail to the employee's last address of record or by personal contact will
41 be dropped from the layoff list and thereby lose all recall rights for failure to report for work
42 within forty-eight (48) hours (Saturdays, Sundays and holidays excluded).
43

44 The District will notify a regular employee at least two (2) weeks prior to the effective date of
45 the layoff, provided the circumstances of the layoff are not beyond the control of the District.
46

1 **Section 15. Discipline**

2
3 Discipline will be for cause. As such, an employee will not be disciplined for an arbitrary or
4 capricious reason. The extent of any disciplinary action will be in keeping with the
5 seriousness of the infraction. A process of progressive discipline will be used; progressive
6 discipline includes oral warning, written reprimand, suspension or termination as appropriate
7 to the infraction.
8

9 An employee may obtain Union representation for any meeting that may result in discipline
10 for him or her. If representation is not available the meeting will be rescheduled to a mutually
11 agreeable time.
12

13 **Section 16. Dismissals**

14
15 The Board agrees to act in good faith in the dismissal of an employee. Should the Union
16 present a grievance in connection with a dismissal within ten (10) days of such dismissal to
17 the Superintendent, the dismissal shall be reviewed starting with Level II of the grievance
18 procedure.
19

20 **Section 17. Leave with Pay**

21
22 1. Statement of Cause of Absence
23

24 An employee claiming benefits of the leave provisions shall fill out the absence report
25 forms as required by the District. Forms will be provided by the District. If reason(s)
26 for absence, as certified on this form, are found to be inaccurate, the employee will be
27 subject to appropriate consequences; willful falsification of payroll records will result
28 in discipline up to and including termination. If an employee has been disciplined
29 with regard to the use of leave benefits, the employee may be required to comply with
30 additional conditions and requirements.
31

32 2. Employees claiming benefits of more than five (5) consecutive days from accumulated
33 sick leave (or four (4) consecutive days for employees working a four (4) day per
34 week, ten (10) hour per day schedule) shall submit a medical report the sixth or fifth
35 working day of illness and every 30 working days thereafter while the illness persists.
36 Employees returning from sick leave of more than five (5) or four (4) days must have
37 written approval of their physician. In the case of documented serious or life-
38 threatening illness, follow-up medical reports may be waived.
39

40 3. Regular employees will be credited with twelve (12) days of sick leave each
41 September 1.
42

43 Sick leave must be used for absences caused by illness, injury, disabilities including
44 those caused or contributed to by pregnancy, miscarriage, abortion, childbirth or
45 recovery therefrom, or illness or injuries to family members covered by the State
46 Family Care Act, RCW 49.12.265-295.

1 In addition, sick leave shall apply to emergencies for up to three (3) days per year.

2
3 The following conditions apply to emergencies:

- 4
5 A. The problem has been suddenly precipitated.
6
7 B. Preplanning is not possible.
8
9 C. Preplanning cannot relieve the necessity for the employee's absence.
10
11 D. The problem is not minor or of mere convenience, but of a serious nature.
12
13 E. Auto trouble shall not be considered an emergency except in case of an
14 accident.
15
16 F. Weather conditions shall not be considered an emergency.
17
18 G. Incarceration shall not be considered an emergency; provided however, if an
19 employee is later acquitted, sick leave will apply and will be paid retroactively.
20

21 The unused portion of the sick leave allowance shall accumulate from year to year in
22 accordance with current state law.
23

24 An employee who resigns from the District and is subsequently re-employed by the
25 District shall retain the number of days of accumulated sick leave held at the time of
26 resignation from the District provided that said days have not been used while
27 employed by another public agency.
28

29 Supplemental Condition for Sick Leave Buy-Back:

30
31 In January of the year following any year in which a minimum of sixty (60) days of
32 leave for illness or injury is accrued, any eligible employee may exercise an option to
33 receive remuneration for unused leave for illness or injury accumulated in the previous
34 year at a rate equal to one (1) day's monetary compensation of the employee for each
35 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.
36 Leave for illness or injury for which compensation has been received shall be deducted
37 from accrued leave for illness or injury at the rate of four (4) days for every one (1)
38 day's monetary compensation: PROVIDED, that no employee may receive
39 compensation under this section for any portion of leave for illness or injury
40 accumulated at a rate in excess of one (1) day per month. At the time of separation
41 from District employment due to retirement, resignation or death, an eligible employee
42 or the employee's estate shall receive remuneration at a rate equal to one (1) day's
43 current monetary compensation of the employee for each four (4) full days accrued
44 leave for illness or injury.
45

1 4. Jury Duty, Subpoena Leave
2

3 Leaves of absence with pay are allowed for regular employees for jury duty. Any
4 compensation received for jury duty performed on working days will be deducted from
5 the employee's net salary.
6

7 Leaves of absence with pay are allowed when a regular employee is subpoenaed to
8 testify in an official proceeding, if such proceeding does not involve self-employment,
9 other employment, or action against the District.
10

11 Any compensation received while an employee is honoring a subpoena will be
12 deducted from the employee's net salary, if it is determined that the employee is
13 entitled to leave of absence.
14

15 Leaves under this section are only for the portion of the day when attendance is
16 required. An employee must report back to work if there will be more than one (1)
17 hour of work remaining in the work day (at time of arrival) unless excused by the
18 Executive Director, Human Resources Department, due to extenuating circumstances.
19

20 5. Bereavement Leave
21

22 The District will allow regular employees up to five (5) days of paid bereavement
23 leave related to the death of any relative residing in the employee's household and/or
24 the following family members: spouse, domestic partner registered with the District's
25 or participating union's benefit trust or other government organization, mother, father,
26 daughter, son, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-
27 law, grandmother, grandfather, and grandchild.
28

29 The District will allow regular employees up to three (3) consecutive days of paid
30 bereavement leave related to the death of a sister-in-law or brother-in-law.
31

32 The District will allow regular employees one (1) day of paid bereavement leave
33 related to the death of an aunt, uncle, stepfather, stepmother, nephew or niece.
34

35 In-laws not specifically mentioned here or residing in the employee's household are
36 not covered by this provision. Extensions of bereavement leave or bereavement leave
37 for family members not specifically included here may be granted by the Assistant
38 Superintendent for Human Resources, in extenuating circumstances. Bereavement
39 leave is nonaccumulative.
40

41 6. Attendance Incentive
42

43 As an attendance incentive, any employee who does not use any unscheduled leave for
44 four (4) consecutive months will receive an additional eight (8) hours of vacation
45 leave, which must be used in eight (8) hour increments. In lieu of the additional eight
46 (8) hours of vacation leave, the employee may, at his/her option, receive an attendance

1 stipend of \$150. Employees may utilize bereavement, jury duty, military leave, or no
2 more than sixteen (16) hours of sick leave or family leave (combined) and remain
3 eligible for the attendance incentive. Leave utilized pursuant to § 7 (10) does not
4 invalidate an employee's eligibility for an attendance incentive.
5

6 7. Family Illness Leave
7

8 Employees shall be granted a leave of absence with pay of not more than three (3) days
9 during a contract year, when such absence is occasioned by the illness of any relative
10 residing in the household of the employee and the following family members which
11 necessitates the presence of the employee: spouse, domestic partner registered with the
12 District's or participating union's benefit trust or other government organization,
13 mother, father, daughter, son or siblings. The employee will certify to the
14 circumstances of the illness upon return to work. Such leave is nonaccumulative and
15 is not to be taken from sick leave. Additionally, benefits of federal and state Family
16 and Medical Leave laws may apply.
17

18 8. Extraordinary Leave
19

20 A. Extraordinary leave will be granted for up to two (2) days per year and is
21 accumulative to a total not to exceed six (6) days.
22

23 Extraordinary leave may not be used to extend a holiday, vacation or during the
24 first or last five (5) days of the school year.
25

26 B. The procedures for obtaining extraordinary leave are as follows:
27

28 Written application for approval for use of extraordinary leave shall be
29 submitted in writing to the immediate supervisor within five (5) days before
30 the requested absence.
31

32 9. Leave for Class time for State Licensing or Certification
33

34 Employees in crafts which require state licensing or certification shall receive up to ten
35 (10) hours annually, accumulative to a total not to exceed thirty (30) hours, of paid
36 leave for hours spent in classes related to such certification provided proof of
37 attendance and satisfactory course completion is submitted to the District by the
38 employee.
39

40 The District may, at its discretion, apply the above provisions to a temporary employee
41 for re-certification or re-licensing of an existing license or certification.
42

43 **Section 18. Leave Without Pay**
44

45 1. Parental and Adoption Leave
46

- 1 A. A female employee should notify the Human Resources Department by the end
2 of the fourth month of her pregnancy to assist the Department in planning for a
3 replacement employee. Parental and adoption leave shall apply to male and
4 female employees and shall begin at a time determined suitable by the
5 employee and the attending physician after consultation with the Human
6 Resources Department. Insofar as possible, parental leave shall begin at a time
7 which is consistent with the orderly continuance of the program.
8
- 9 B. When parental leave commences, the employee will indicate to the Human
10 Resources Department, the length of time he/she anticipates being on leave. A
11 female employee shall not be required to leave work during pregnancy but shall
12 be allowed to work as long as she is capable of performing the duties of her
13 job.
14
- 15 C. If the employee indicates a desire to return to work within eight (8) calendar
16 weeks after the birth of the child and has the approval of her personal
17 physician, she may return to her previous assignment. Should parental leave
18 exceed eight (8) calendar weeks after the birth of a child, the District will
19 reassign the employee to the position of last assignment or one (1) of equal
20 pay.
21
- 22 D. An employee who is legally adopting a child (six (6) years or younger) may
23 have the privileges of parental leave. The leave shall commence as soon as the
24 child has been released to the care of the adopting parent(s). An employee may
25 choose to use paid sick leave and extraordinary leave before or after the actual
26 adoption for up to six (6) weeks if the adoption occurs within the United States
27 or up to eight (8) weeks if the adoption occurs outside the United States, up to
28 the amount of his/her accrued paid leave. The District will reassign the
29 employee who returns from adoption leave to the position of last assignment or
30 one (1) of equal pay.
31
- 32 E. Parental and adoption leave shall not extend beyond eighteen (18) months of
33 the date on which the child was born or placement in the case of adoption.
34 Parental and adoption leave may be shared by the parents if it does not exceed
35 the amount available under the contract. The benefits of the federal and state
36 Family and Medical Leave laws may apply.
37

38 2. Political Leave
39

40 A regular employee may be granted political leave in accordance with the following
41 provisions:
42

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

- 1 B. If the employee is elected to the office, the Board may return the employee to
2 the same or mutually agreed-upon position until such time that employee's
3 elected term of office necessitates leaving assignment. Any employee may
4 hold a political office and continue as an employee as long as it does not
5 interfere with assignment.
6
7 C. The Board may extend to the employee who is elected to a political office a
8 leave of absence without pay up to one (1) year.
9
10 D. It will be assumed that the employee wishes to return to the position of last
11 assignment unless the employee notifies the Superintendent in writing, by
12 March 18 prior to the expiration of leave. If reassignment is necessary, a
13 conference will be held to endeavor to find an assignment that is mutually
14 agreeable. Political leaves may be granted for one (1) year or a fraction of a
15 year. Upon return from this type of leave, the employee may be returned to
16 his/her same position. If political leave is extended beyond one (1) year, the
17 person's right to return to original position cannot be guaranteed.
18

19 3. Military Service (Active Duty) Leave
20

21 Any regular employee who volunteers, is inducted or is recalled into active military
22 duty shall be considered to be on a leave of absence without pay for the period of such
23 services not to exceed five (5) years. If said employee requests re-employment within
24 ninety (90) days of honorable discharge from such military service or after having
25 presented other proof of having satisfactorily completed service, the employee will be
26 reinstated and restored, as nearly as existing circumstances permit, to the position
27 previously held or to a position of like seniority, status and pay. Providing, that the
28 District need not re-employ such person if such circumstances have so changed as to
29 make it impossible, unreasonable, or against the public interest for the District to do
30 so; provided, further, that this section shall not apply to a temporary position.
31

32 If a person is not qualified for the prior position as a result of disability sustained
33 during service, but is nevertheless qualified to perform the duties of another position
34 under the control of the District, the employee shall be re-employed in such other
35 position; provided that such position shall provide like seniority, status and pay, or the
36 nearest approximation thereto consistent with the circumstances of the case.
37

38 4. Recuperation Leave
39

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

1 assignment or one (1) of equal pay. An employee will not be denied a request for
2 recuperation leave for arbitrary and capricious reasons.
3

4 **Section 19. Drug and Alcohol Testing** 5

- 6 1. If the District determines that it has reasonable suspicion that an employee may be
7 under the influence of drugs or alcohol, the District may direct that employee to
8 immediately accompany a District administrator to a medical facility for testing.
9 Employees will be asked to submit only to a urine test for drugs and/or a breath test for
10 alcohol.
11

12 All testing, both screening and confirmation, will be performed by SAMHSA certified
13 laboratories. Screening tests use Enzyme Immunoassay (EMIT) and confirmation, if
14 needed, is by Gas Chromatography/Mass Spectrometry (GC/MS).
15

16 Urine collection procedures for drug testing will follow the requirement used by the
17 U.S. Department of Transportation Workplace Drug Testing Programs (49 CFR Part
18 40).
19

20 U.S. Department of Transportation drug cutoff or threshold levels shall be used to
21 determine a positive drug test. All positive specimens will be sealed, frozen and
22 maintained by the certified laboratory for at least one (1) year. An employee may
23 request, within fifteen (15) days of being notified of a positive test, that the Medical
24 Review Officer (MRO) arrange to have the original sample retested (at the employee's
25 expense) at a different SAMHSA certified drug testing laboratory. If the retest is
26 negative, the MRO shall revise the test results to negative and the employee will be
27 reimbursed for the cost of the retest.
28

29 Alcohol testing shall follow the procedures required for alcohol testing under the
30 Department of Transportation (DOT) regulations. Testing will be performed by
31 trained technicians with an evidential breath testing (EBT) device approved for
32 workplace testing under DOT regulations.
33

34 Reasonable suspicion includes objective evidence that an individual's actions, conduct
35 or appearance is indicative of drugs and/or alcohol use, possession of or being under
36 the influence of a drug and/or alcohol and/or illegal drug paraphernalia including drug
37 paraphernalia which has not been prescribed for the individual. The employee's
38 actions, conduct or appearance must be observed by two (2) personnel trained in the
39 observation and assessment of intoxication before any testing action is taken.
40 Maintenance bargaining unit members will not be requested nor allowed to participate
41 in the observation of another maintenance bargaining unit member.
42

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

- 1
2 2. The Business Representative of the Union will be given a courtesy telephone call that
3 the District will be requiring a drug urine or alcohol breathalyzer test of an employee
4 and will describe the underlying circumstances leading to the reasonable suspicion
5 finding.
6
- 7 3. All positive tests will be subjected to a second confirmation test to ensure the validity
8 of the initial test results. All drug tests will be reviewed by a certified Medical Review
9 Officer (MRO) before verified results are reported to the Districts' designated
10 administrators in the Human Resources Department. The employee will be given a
11 chance to explain the reason for a positive test to the MRO. The MRO will follow the
12 U.S. Department of Transportation published rules and guidance in making these
13 professional determinations. The employee's medical information, other than the
14 results of testing, will not be disclosed to the District.
15
- 16 4. The results of the drug urine or alcohol breathalyzer test will be weighed by the
17 District in determining if any employee misconduct has occurred and if so, the
18 appropriate discipline. An employee who refuses to consent immediately upon request
19 to a test for the presence of drugs and/or alcohol or to otherwise fully cooperate in the
20 test or an investigation for such will be considered insubordinate and subject to such
21 discipline as may be appropriate under the circumstances, which may include
22 suspension without pay with intent to discharge following investigation. All of the
23 due process required by the collective bargaining agreement and general legal
24 principles will also be applied.
25
- 26 5. Employees shall notify the Assistant Superintendent of Human Resources within five
27 (5) days of any conviction of any criminal drug statute conviction or, if the employee
28 operates any vehicles or motorized equipment in the performance of their duties, any
29 alcohol related criminal conviction or suspension or revocation of their driver's
30 license.
31
- 32 6. If there has been no other related misconduct, employees who test positive for drugs or
33 alcohol will be offered one opportunity to have a drug or alcohol assessment and
34 successfully complete any treatment or counseling prescribed in the assessment before
35 being considered for disciplinary action. Employees who are cleared for return to duty
36 by a mutually agreed upon substance abuse professional will be reinstated to duty, if
37 there is no administrative or disciplinary action pending due to other misconduct.
38 Return to duty will include assignment to a one (1) year probationary period which
39 may include random testing, counseling and/or treatment. The school district will
40 incur no financial obligation for treatment or rehabilitation ordered as a condition of
41 eligibility for reinstatement. Employees may utilize accrued leave while participating
42 in substance abuse treatment, or may be placed on unpaid leave if they do not have
43 sufficient leave to cover their absence during treatment.
44
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**ARTICLE VI
FURTHER PROVISIONS**

Section 20. Agreement Clause

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

Section 21. Agreements

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

Section 22. Memoranda of Understanding and Appendices

The Council and the District have reviewed all memoranda of understanding that could be identified by either party. The Memorandum of Understanding signed by the parties in December 2003 regarding health benefits for carpenters, the Memorandum of Understanding signed by the parties in May 2004 regarding health benefits for plumbers and pipefitters, and the Memorandum of Understanding signed by the parties in November 2006 regarding division of work between painters and plumbers will each be included in the contract as an appendices. Other appendices shall be the 2010-11 salary schedule, showing total hourly rates and the rates as adjusted for pension, health and welfare contribution; a current evaluation form; a seniority list accurate as of September 1, 2010; and the twelve month work and school year calendars for 2010-11.

Section 23. Copies of Agreement Clause

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

Section 24. Hepatitis Shots

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

Section 25. Minimum Workforce and Subcontracting

1. The District will maintain a workforce of a minimum of fifty (50) regular full-time employees during the three year agreement, 2010-13. In the event that there is a significant loss of revenue to the district resulting from a levy failure, legislative action, significant District budget reductions leading to a shortfall or passage of a ballot measure. The District will notify the Council and the parties will meet no less than thirty (30) calendar days prior to the implementation of any changes to the minimum workforce number, to discuss alternative courses of action.
2. The District shall maintain its right to subcontract work. However, the District shall not subcontract work covered by the classifications included in this agreement unless the regular employees employed in all classifications are used first. This is a commitment not to use outside contractors at times when regular employees are available. As an exception to the foregoing commitment, the District may still subcontract if any of the following conditions occur:
 - A. The required services are uncommon to district employees because they are special, highly technical, particular, or unique in character.

- 1
2 B. The required services involve the use of equipment or materials not possessed
3 by the District at the time and place required.
4
5 C. When services of a contractor are necessary for health and safety reasons.
6
7 D. The regular employees qualified to perform the work are assigned to another
8 project and/or can't be assigned to do the work in a timely manner.
9

10 In addition, there shall be no restriction on subcontracting any work at any time under
11 any conditions which is above the bid threshold established by law or under any
12 circumstances where the District is required to comply with applicable law.
13

14 **Section 26. Duration Clause**
15

16 This agreement shall be effective September 1, 2010 and shall continue in full force and effect
17 until August 31, 2013. This agreement shall be retroactive to September 2010.

AGREEMENT

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

11:30 AM
3:47

FOR TACOMA SCHOOL DISTRICT #10

President, Board of Directors

2/24/11

Date

FOR THE COUNCIL AND SIGNATORY UNIONS

Pierce County, Washington Building & Construction
Trades Council - Date 2/11/2011

Bricklayers, Local #1

Painters, Local #64/1964

Carpet & Linoleum Layers, Local #1238

Electrical Workers, Local #76

Operating Engineers, Local #612

Glaziers & Glass Workers, Local #188

Laborers, Local #252

Machinist District Council #160, on behalf of Local No
297

Plasters & Cement Masons, Local #528

Carpenters, Local #470

Plumbers & Fitters, Local #26

Roofers, Local #153

Sheet Metal Workers, Local 66

Teamsters, Local #313

APPENDIX A: Salary Schedule

2010-11 MAINTENANCE/WAREHOUSE EMPLOYEES SALARY SCHEDULE

As of September 1, 2010

POSITION	SALARY BASE*
BRICKLAYER	\$25.99
CARPENTER JOURNEYMAN	\$21.03
CARPENTER LEAD	\$23.78
CARPENTER JOURNEYMAN-TEMP	\$19.78
CARPENTER LEAD-TEMP	\$22.53
ELECTRICIAN JOURNEYMAN	\$24.69
ELECTRICIAN LEAD	\$27.44
CONTROLS ELECTRICIAN	\$30.21
CONTROLS ELECTRICIAN LEAD	\$32.96
FLOOR COVERER	\$18.38
GLAZIER	\$20.88
GLAZIER - TEMP	\$20.96
LABORER JOURNEYMAN	\$22.22
LABORER LEAD	\$24.97
MACHINIST JOURNEYMAN	\$24.43
MACHINIST MECHANIC	\$20.86
MASTER MECHANIC	\$22.63
OPERATING ENGINEER	\$25.47
PAINTER JOURNEYMAN	\$22.75
PAINTER LEAD	\$25.50
PLASTERER	\$28.89
PLUMBER JOURNEYMAN	\$25.94
PLUMBER LEAD	\$28.69
PLUMBER JOURNEYMAN-TEMP	\$24.13
PLUMBER LEAD-TEMP	\$26.88
ROOFER	\$19.87
SHEETMETAL	\$23.52
TEAMSTERS MAINTENANCE	\$23.02
TEAMSTERS WAREHOUSEMAN	\$23.02
TEAMSTERS WAREHOUSE LEAD	\$25.77
TEAMSTERS MAINTENANCE-TEMP	\$23.02
TEAMSTERS WAREHOUSEMAN-TEMP	\$23.02

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

Lead's rate is equal to the Journeyman's rate + \$2.75

State license for educational upgrades: additional \$2.25 per hour

Swing shift rates: additional \$1.75 per hour

*Hourly rates are subject to adjustments based on increases/decreases in benefit contributions.

APPENDIX B: Shadow Salary Schedule

WAREHOUSE EMPLOYEES SHADOW SALARY SCHEDULE

Based on the October 1, 2001 Rate

POSITION	Sept 1, 2009 Shadow Rate	Negotiated Increase	Sept 1, 2010 Shadow Rate
BRICKLAYER	\$ 23.7643	\$ 0.2500	\$ 24.01
CARPENTER JOURNEYMAN	\$ 22.4802	\$ 0.2500	\$ 22.73
CARPENTER LEAD	\$ 25.2302		\$ 25.48
CARPENTER JOURNEYMAN-TEMP	\$ 22.4802	\$ 0.2500	\$ 22.73
CARPENTER LEAD-TEMP	\$ 25.2302		\$ 25.48
CONTROLS ELECTRICIAN JOURNEYMAN	\$ 30.6622	\$ 0.2500	\$ 30.91
CONTROLS ELECTRICIAN LEAD	\$ 33.4122		\$ 33.66
ELECTRICIAN JOURNEYMAN	\$ 26.7261	\$ 0.2500	\$ 26.98
ELECTRICIAN LEAD	\$ 29.4761		\$ 29.73
FLOOR COVERER	\$ 21.2111	\$ 0.2500	\$ 21.46
GLAZIER	\$ 23.9019	\$ 0.2500	\$ 24.15
GLAZIER - TEMP	\$ 23.9019	\$ 0.2500	\$ 24.15
LABORER JOURNEYMAN	\$ 22.0549	\$ 0.2500	\$ 22.30
LABORER LEAD	\$ 24.8049		\$ 25.05
MACHINIST JOURNEYMAN	\$ 25.4800	\$ 0.2500	\$ 25.73
MACHINIST MECHANIC	\$ 21.9063	\$ 0.2500	\$ 22.16
MASTER MECHANIC	\$ 23.6745	\$ 0.2500	\$ 23.92
OPERATING ENGINEER	\$ 25.8174	\$ 0.2500	\$ 26.07
PAINTER JOURNEYMAN	\$ 24.1023	\$ 0.2500	\$ 24.35
PAINTER LEAD	\$ 26.8523		\$ 27.10
PLASTERER	\$ 26.6729	\$ 0.2500	\$ 26.92
PLUMBER JOURNEYMAN	\$ 27.9137	\$ 0.2500	\$ 28.16
PLUMBER LEAD	\$ 30.6637		\$ 30.91
PLUMBER JOURNEYMAN - TEMP	\$ 27.9137	\$ 0.2500	\$ 28.16
PLUMBER LEAD - TEMP	\$ 30.6637		\$ 30.91
ROOFER	\$ 21.6947	\$ 0.2500	\$ 21.94
SHEETMETAL	\$ 23.3804	\$ 0.2500	\$ 23.63
TEAMSTERS MAINTENANCE	\$ 23.9171	\$ 0.2500	\$ 24.17
TEAMSTERS WAREHOUSEMAN	\$ 23.9171	\$ 0.2500	\$ 24.17
TEAMSTERS WAREHOUSE LEAD	\$ 26.6671		\$ 26.92

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

Lead's rate is equal to the Journeyman's rate + \$2.75

State license for educational upgrades: additional \$.25 per hour

Swing shift rates: additional \$.75 per hour

Graveyard shift rate: additional \$.75 per hour

*Hourly rates are subject to adjustments based on increases/decreases in benefit contributions.

APPENDIX C: Carpenters Benefits Memorandum of Understanding

Memorandum of Understanding

Between Tacoma School District No. 10,

The Pierce County Building and Construction Trades Council, and

The Pacific Northwest Regional Council of Carpenters

Regarding Health Benefits

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Tacoma School District No. 10 (District), the Pierce County Building and Construction Trades Council, and the Pacific Northwest Regional Council of Carpenters (Councils) related to the Carpenters' Council joining the Tacoma School Sound Partnership Trust (Trust).

Background

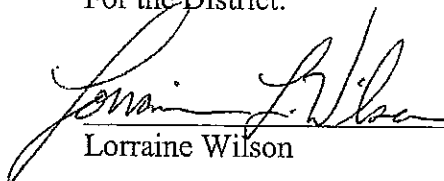
The Carpenters' Council wishes to join the Trust to obtain health and other insurance benefits for its members. As a result, permanent carpenter employees of the District will no longer have contributions made to the Council's health and welfare trust, but to the District's Trust.

Agreement


1. Section 10. Health, Welfare and Pension Benefits, of the agreement currently in effect between the District and the Councils is waived by all parties as it applies to the Carpenters' Council health and welfare trust on behalf of permanent carpenter employees of the District. Temporary carpenter employees remain covered by Section 10 as written.
2. On behalf of its permanent carpenter employees, the District will contribute to the Trust the state allocation for school district employee health benefits (\$438.55 per employee per month for 2003-04), plus the District's contribution (\$50.00 per employee per month in 2003-04 and \$60.00 per employee per month in 2004-05).
3. Permanent carpenter employees will have their wage rate adjusted upward by no less than \$1.6682 per hour beginning January 1, 2004 to account for the difference between the contribution rate to the Carpenters' Council's health and welfare trust and the contribution to the Trust.
4. This agreement will take effect January 1, 2004. Carpenters' Council members may continue their benefits through the Council's health and welfare trust until their eligibility expires by waiving benefits from the Trust after January 1, 2004 and until their benefits through the Council's trust are exhausted.

5. This agreement expires on execution of a successor agreement to the collective bargaining agreement currently in effect between the District and the Councils.

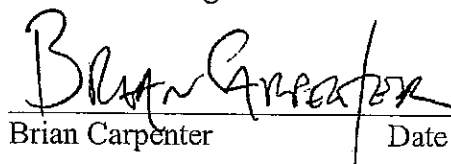
For the District:


Lorraine Wilson 12/19/03
Date

For the Carpenters' Council:


Carl Hanson 12-19-03
Date

For the Building and Construction Trades Council


Brian Carpenter 12/18/03
Date

APPENDIX D: Plumbers and Pipefitters Benefits Memorandum of Understanding
Memorandum of Understanding
Between Tacoma School District No. 10,
The Pierce County Building and Construction Trades Council, and
The Plumbers and Pipefitters Local 26
Regarding Health Benefits

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Tacoma School District No. 10 (District), the Pierce County Building and Construction Trades Council (Council), and the Plumbers and Pipefitters Local 26 (Union) related to the Union joining the Tacoma School Sound Partnership Trust (Trust).

Background

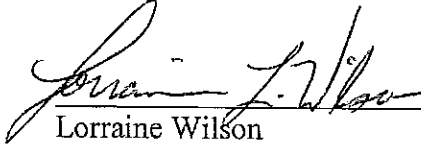
The Union wishes to join the Trust to obtain health and other insurance benefits for its members. As a result, permanent plumber and pipefitter employees of the District will no longer have contributions made to the Northwest Plumbing and Pipefitting Health, Welfare and Vacation Trust, but to the District's Trust.

Agreement

1. Section 10. Health, Welfare and Pension Benefits, of the agreement currently in effect between the District and the Council and the Union is waived by all parties as it applies to the Union's health and welfare trust on behalf of permanent plumber and pipefitter employees of the District. Temporary Union employees remain covered by Section 10 as written.
2. On behalf of its permanent Union employees, the District will contribute to the Trust the state allocation for school district employee health benefits (\$438.55 per employee per month for 2003-04), plus the District's contribution (\$50.00 per employee per month in 2003-04 and \$60.00 per employee per month in 2004-05).
3. Permanent Union employees will have their wage rate adjusted upward beginning June 1, 2004 to account for the difference between the contribution rate to the Union's health, welfare and vacation trust and the contribution to the Trust.
4. This agreement will take effect June 1, 2004. Union members shall use their remaining hour bank in the Union's trust as secondary insurance, but their election of benefits under the District's Trust will be their primary health insurance effective June 1, 2004.

5. This agreement expires on execution of a successor agreement to the collective bargaining agreement currently in effect between the District and the Council and the Union.

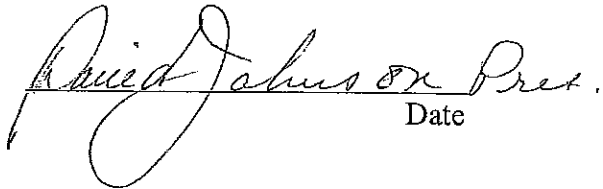
For the District:


Lorraine Wilson 5/19/04
Date

For the Union:


Al Tremlett 5-19-04
Date

For the Building and Construction Trades Council


David Johnson Pres. 5/19/04
Date

MEMORANDUM OF UNDERSTANDING

**Between the Tacoma School District No. 10 ("District"),
Pierce County, Washington, Building and
Construction Trades Council (Council), and
International Union of Painters & Allied Trades,
District Council #5 (Painters)**

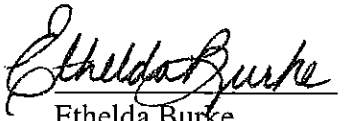
The parties to this memorandum hereby agree to resolve the Painters' grievance dated September 15, 2006 regarding the assignment of pump painting work as follows:

1. The District agrees to have Painters paint pumps that have been brought to the Union Avenue District shop for service, if a painter is readily available for the assignment without being called from another assignment.
2. The Painters agrees that plumbers employed by the District may use the District paint booth to paint pumps when a painter is not available, pursuant to paragraph one above and §12 (1) of the collective bargaining agreement between the parties that allows temporary work outside of a craft "in order to promote efficient operations." If there is a legal or regulatory limitation on the use of the paint booth, or if the booth is not available, plumbers will paint pumps outside the shop to avoid the accumulation of fumes within the shop.
3. The Painters and the Council agree to the division of work provided for in this memorandum as described in paragraphs 1 and 2.
4. By execution of this memorandum, the Painters and the Council agree that the above-described grievance is withdrawn with prejudice, and agree to not grieve or process grievances regarding pump painting work except as related to enforcement of this memorandum.
5. By entering into this memorandum, no party to it admits to any allegations raised by any other party to it, nor does any party acknowledge any wrongdoing or admit any liability to any other party to this memorandum.
6. The parties hereto have had the opportunity to review this memorandum with their respective representatives and legal counsel and execute this memorandum knowingly and voluntarily with full knowledge of its contents.
7. This memorandum constitutes the complete understanding and commitments of the parties. There are no other oral or other agreements that modify this memorandum.

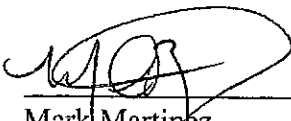
////////////////////////////////////
////////////////////////////////////

For the District:

For the Council:

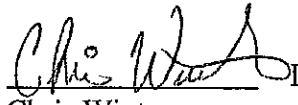

Ethelda Burke
Deputy Superintendent

Date: 11/27/06


Mark Martinez
Executive Secretary

Date: 11/8/2006

For the Painters:


Chris Winters
Business Representative

Date: 8 Nov. 2006

APPENDIX F: Performance Evaluation Report Form (Maintenance Employee)

Tacoma Public Schools			Performance Evaluation Report	Maintenance Employee
Name	(last)	(first)	(middle initial)	Period of Report
				From TO
Classification				Date
Evaluation Type Probation <input type="checkbox"/> Annual <input type="checkbox"/> Unscheduled <input type="checkbox"/>				

1. Job Knowledge

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

2. Quality of Work

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

3. Quantity of Work

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

4. Attitude Toward Job

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

5. Cooperation

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

6. Dependability

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

7. Adaptability

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

8. Motivation

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

9. Punctuality

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

10. Safety

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

1. Evaluator/Supervisor Comments: _____

2. Employee Comments: _____

3. Department/Division Administrator Comments: _____

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

APPENDIX G: Seniority List for Maintenance Employees

MAINTENANCE SENIORITY LIST BY TRADE 2010-2011		
NAME	JOB TITLE	FWD
Blair, Melvin	Carpenter	10/01/1998
Skrivseth, Theodore	Carpenter	11/01/2000
Knauss, Thomas	Carpenter	09/23/2002
Larsen, Douglas	Carpenter	10/20/2003
McConnell, Del	Carpenter	10/20/2003
Sparks, Howard	Carpenter	10/20/2003
*Finnegan, Keith	Carpenter	02/11/2008
Ewer, Mark	Controls Electrician	04/23/2001
Doty, David	Controls Electrician	10/03/2006
Carter, Tony	Electrician	11/15/1994
Rubida, Lawrence	Electrician	02/04/2002
Tomlin, Joe	Electrician	10/25/2004
Dahl, Stein	Electrician	12/18/2006
Thayer, Charles	Glazier	12/22/1997
McFarland, Arnold	HVAC	02/05/1990
Summers, Joseph	HVAC	03/25/2002
Powell, John	Laborer	10/19/1982
Peloli, James	Laborer	08/16/1984
Knauss, Mike	Laborer	09/02/1986
Bonato, Charles	Laborer	06/16/1993
Brateng, Jean	Laborer	09/08/1993
Benavides, Mariano	Laborer	10/27/1994
Winters, Donald	Laborer	05/05/1997
Alberta, Theodore	Laborer	08/02/2004
Ackerson, Larry	Laborer	09/20/2004
Gordon, Kenneth	Laborer	09/21/2004
Ross, Jeffery	Laborer	06/16/2008
Goodwin, David	Laborer	09/16/2008
Newton, Nicholas	Laborer	10/05/2009
Casteel, Barney	Painter	10/23/1989
Surrett, Ronald	Painter	08/16/1993
Wood, Patricia	Painter	03/27/1995
Hospenthal, Karl	Plumber/Pipefitter	12/22/1997
Watts, Douglas	Plumber/Pipefitter	02/04/2002
Smith, Perry	Plumber/Pipefitter	07/11/2010
SinClair, Eugene	Plumber/Pipefitter	09/07/2010
Frieze, Dennis	Roofer	04/23/1999
Law, Lawrence	Sheetmetal Worker	09/18/2006
**Woods, Don	Teamster Maintenance	06/17/2002
***MacDougall, Chaon	Teamster Maintenance	09/01/2006
Stabnow, Rick	Truck Mechanic	10/15/2003
Kimmerly, David	Truck Tractor Driver	09/29/2008
Bold names indicate Team Leaders		
*Finnegan, Keith, originally 12/20/04-8/31/06 - RIFFED		
**Woods, Don, Purchasing Warehouse-3/14/94; Maintenance Warehouse-6/17/02		
***MacDougall, Chaon, Purchasing Warehouse-4/1/2004; Maintenance Warehouse-9/1/06		

APPENDIX H: Warehouse Seniority List

WAREHOUSE SENIORITY LIST
2010-11

Seniority #	Name	Date Employed
1	Williams, Napoleon	08/92
2	Barrett, Tony	04/02
3	Harris, Edward (Brian)	08/02
4	Worthen, Bobby	02/03
5	Lott, Clarence	08/07
6	Wheeler, Randy	09/07

APPENDIX I: 12 Month Work Schedule

**Tacoma Public Schools 2010-11
12 – Month Calendar**

REVISED

1st Waiver Day
(staff only, no students)
2nd School Starts
6th Labor Day Holiday

21 days

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

21 days

11th Veterans' Day Holiday
24th Early Release
25th, 26th Thanksgiving Day Break

19 days

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

17th Early release for students and school personnel
23, 24th Holiday
29th Early Release
30th, 31st Holiday

19 days

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

3rd School Resumes
17th Martin Luther King Jr. Day
18th Waiver Day
(staff only, no students)

20 days

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

18th Snow Make-Up Day for students
21st Presidents' Day

19 days

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

31st Non-Work Day

22 days

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

1st Friday of Spring Break

20 days

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

27th Snow Make-Up Day if needed
30th Memorial Day

21 days

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

15th Last day of school/
Early Release

22 days

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

4th Independence Day
(observed)

20 days

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

1-4 August Enrollment week

23 days

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

W = Waiver Day (work day)
E = Early Release

SS = School Starts

H = Holiday (no work)

N = Non-Work Day
13 holidays

APPENDIX J: School Calendar

**Tacoma Public Schools
2010-2011 School Year Calendar
180 days**

REVISED

Aug 31st PRS Day
(staff only, no students)
1st Waiver Day
(staff only, no students)
2nd School Starts
6th Labor Day Holiday

SEPTEMBER 2010						
S	M	T	W	Th	F	S
		PRS	W	SS	3	4
5	H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

21 days

OCTOBER 2010						
S	M	T	W	Th	F	S
					1	2
3	4	5	6*	E	E	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6th Elementary Conferences
*Early release for Elem only
7th, 8th All Grades Conferences

21 days

11th Veterans' Day Holiday
24th Early Release
25th, 26th Thanksgiving Day Break

NOVEMBER 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	H	12	13
14	15	16	17	18	19	20
21	22	X	X	H	H	27
28	29	30				

19 days
Updated: 17 days due to Snow Days

DECEMBER 2010						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	E	18
19	N	N	N	N	H	25
26	N	N	N	N	H	

17th Early release for students and school personnel
Dec 20-Dec 31 Winter Break/
no school

13 days

3rd School Resumes
17th Martin Luther King Jr. Day
18th Waiver Day
(staff only, no students)
28th Semester Break
(Elementary and Secondary Staff Day - no school)

JANUARY 2011						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	H	W	19	20	21	22
23	24	25	26	27	PRS	29
30	31					

19 days

FEBRUARY 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28					

18th **Updated:** School in Session, Snow Make-Up Day
21st Presidents' Day Break

18 days
Updated: 19 days due to Snow Make-Up Day

8th, 9th Elementary Conferences
*Early Release for Elem only

MARCH 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8*	9*	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	N	N	N	N		

28th, 29th, 30th, 31st
Spring Break

19 days

APRIL 2011						
S	M	T	W	Th	F	S
					H	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20*	21*	22	23
24	25	26	27	28	29	30

1st Spring Break
20th, 21st Middle and High School Conferences
*Early Release for Secondary Schools only

20 days

27th, 30th Memorial Day Break
27th Snow Make-Up Day if needed

MAY 2011						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	N/S	28
29	H	31				

20 days

JUNE 2011						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	E	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

14th **Updated:** Normal School Schedule
15th **Updated:** Last Day of School/Early Release

10 days
Updated: 11 days due to Snow Make-Up Day

W = Waiver Day SS = School Starts H = Holiday (no school)
N = Non-School Day S = Snow Make-Up Day if needed E = Early Release
PRS=Professional Responsibility Stipend for Teachers (not in 180 day count) 41 X = Missed Days due to Snow