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AGREEMENT BY AND BETWEEN

TIMBERLAND REGIONAL LIBRARY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,  
AFSCME, AFL-CIO, LOCAL 3758

20174 – 20196

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## **PREAMBLE**

Timberland Regional Library and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 3758 agree that providing high quality services and maintaining a work environment in which all Library employees are valued for their contributions are mutual objectives.

We understand and accept the premise that positive working relationships depend on both parties following certain guiding principles; with this premise in mind, we agree the following principles guide our efforts in maintaining a positive organizational culture and a sustained cooperative labor-management relationship:

- We promote an understanding of problems, challenges and opportunities and will seek ways to jointly and reasonably address them.
- We recognize the importance of our renewed organizational culture, and that sustaining cooperative relationships will be a long-term effort requiring perseverance and patience.
- We seek to work with each other in an environment of trust.
- We listen to each other and communicate openly and candidly. We keep each other informed of critical issues affecting the workplace and pledge meaningful action based on that information.
- We expect that employees, supervisors and managers will work well together and treat each other with dignity and respect.
- We wish to solve problems collaboratively, to reach consensus when possible, and to address conflict in a constructive manner.
- We strive to honor the commitments we make to each other.
- We share information of mutual concern, including information on Library operations and costs.

The Preamble is a reflection of the constructive working relationship of the parties and is not meant to be the basis for grievances.

## ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is between the Timberland Regional Library, hereinafter referred to as the "Employer," and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 3758, hereinafter referred to as the "Union." This Agreement between the aforementioned parties has been reached as a result of collective bargaining and shall be in effect for the period stated herein.

The Employer and the Union have agreed to certain terms and conditions of wages, hours, fringe benefits and other conditions of employment for employees covered by the Agreement. This Agreement and the procedures which it defines are intended to contribute to the continuation of positive employer/employee relations and to be in all respects in the public interest.

References to "days" in this agreement mean calendar days.

## ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

**Section 1:** The Employer recognizes the Union as the exclusive collective bargaining representative, State of Washington Public Employment Relations Commission (PERC) Case No. 1759-E-78-323, and amended by Case No. 22706-C-09-1416 (Decision 10758-PECB) for regular full-time and regular part-time non-supervisory employees; provided that the following employees are not included in the bargaining unit:

- Library Director; ~~Manager, Administrative Services;~~ Manager, Business & Finance; Manager, Collection Services; Manager, Information Technology; Manager, Public Services; Manager, Human Resources; ~~Foundation Director;~~ Manager, Communications; ~~Manager, Community Relations;~~ ~~Business Manager;~~ Manager, Facilities.
- ~~Reference and Adult Services Coordinator;~~ Training and Staff Development Coordinator; ~~Youth Services Coordinator;~~ Foundation Coordinator; Human Resources Specialist; ~~Volunteer and Substitute Services Specialist;~~ Executive Assistant; Administrative Assistant;
- Information Technology Support Specialist, Senior; Network Administrator; Systems Administrator; Systems Programmer; Information Technology Support Specialist;
- Confidential employees as defined by PERC and WAC 391-35-320; Temporary employees; Substitute employees.

**Section 2:** Definitions of Employees:

**Regular full-time employees** are defined as employees scheduled to work 40 hours per week.

**Regular part-time employees** are defined as employees scheduled to work less than 40 hours per week.

**Temporary employees** are employees hired to work for a specified period of time due to their employment being directly related to grant funding or to accommodate a regular employee on authorized leave for a specified period of time not to exceed one year.

**Substitute employees** are defined as individuals hired to work on a casual, as-needed basis due to the absence of a regular employee, or due to fluctuations in work.

**Section 3:** In the event of any unresolved issues pertaining to the exclusion of a position classification from this Agreement, such issue shall be submitted to PERC for resolution. The Employer and the Union agree that any issue pertaining to exclusion shall not be subject to Article 7 - Grievance Procedure.

### **ARTICLE 3 - UNION SECURITY**

**Section 1:** Subject to the provision of the following paragraphs it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective dates of the Agreement shall remain in good standing during the term of this Agreement.

**Section 2:** It shall also be a condition of employment that all new employees hired after the effective date of this Agreement and covered by its provisions shall, not later than the 30<sup>th</sup> calendar day following their employment, become and remain members in good standing in the Union during the term of this Agreement.

The employer shall include with material provided to new employees at the time of hire, a payroll deduction authorization card for the deduction of monthly union dues.

**Section 3:** If an employee;

- A. For bona fide religious tenets, as per R.C.W. 41.56.122(1), does not desire to be a member of the Union, one of the following shall apply:
  1. Pay each month a service charge equivalent to regular Union dues to the Union.
  2. Pay each month an amount of money equivalent to regular current Union dues to a non-religious charity that is agreeable to the Union and the Employer.
- B. Written authorization is necessary for the payroll deduction of the Union dues or alternative payments as set forth in sub-paragraphs 1 and 2 above.

**Section 4: Deduction of Union Dues.** Upon receipt of written authorization of the Employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to Council 2. The Employee shall submit such written authorization to payroll and the Employer, upon receipt, shall issue a signed receipt of such authorization to the employee. The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such Employee is not in good standing conformity of this Section. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Library arising out of the administration of this Article.

## ARTICLE 4 - UNION ACTIVITIES

**Section 1:** Library-Employer work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs other than as stated in this Agreement. The Union shall advise the Employer, in writing, of the names of its authorized representatives and Stewards. Employees serving as representatives of the Union shall be excused from work with pay while conducting the following duties during regularly scheduled work hours, with their supervisor's permission, and so long as such absences do not disrupt the provision of Library services:

- A. Processing grievances, including conducting investigations, filing of grievances, and participating in grievance hearings.
- B. Representing employees in disciplinary, or investigatory meetings, or meetings concerning changes to an employee's wages and benefits, hours, or working conditions.
- C. Participation in Union-Management Committee.
- D. Negotiation of the Collective Bargaining Agreement. Two (2) employees from the bargaining unit serving on the Union bargaining team shall be excused from work with pay.

### Section 2: Bulletin Boards:

- A. Bulletin board space will be allocated for posting Union materials in buildings where bulletin boards presently exist; the area allocated shall not exceed 1420" by 24". These materials may include the minutes of Union meetings, a listing of the officers and representatives of the Union, dues deduction forms, a copy of the Agreement and Side Agreements, information on the AFSCME Scholarship program and any other strictly informational materials. The Employer reserves the right to review materials before being posted. Materials posted shall not be derogatory.
- ~~B. Materials posted shall not be derogatory.~~

### Section 3: New Employee Orientation:

- ~~C.~~ B. The Union may participate in the general orientation of new employees to present a packet of Union information. The Union presentation shall not exceed twentyten (2010) minutes. The Union is responsible for the development, distribution and cost of the Union information packet and is solely responsible for its contents.

## ARTICLE 5 - MANAGEMENT RIGHTS

**Section 1:** Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making prerogatives, functions, and authority

connected with or in any way incidental to its responsibility to manage its affairs. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

**Section 2:** Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

- A. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
- B. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- C. To determine the need for reduction or an increase in the work force and the implementation of any decision with regards thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral or written work rules, existing or future.
- E. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To assign and distribute work.
- G. To assign shifts, workdays, hours of work and work locations.
- H. To determine the need for and the qualifications of new employees, transfers and promotions.
- I. To discipline, suspend, demote or discharge an employee, for cause.
- J. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the Employer.

**Section 3:** The exercise of any management prerogative, function or right, which is not specifically modified by this Agreement nor contradicted by the terms of Timberland Regional Library policies, is not subject to the grievance procedure, or, as set forth above, to bargaining during the term of this Agreement.

**Section 4:** The Union acknowledges the Employer's right to establish policies and procedures. ~~The WSCCCE Union Representative will be notified by the Employer in writing whenever a policy is approved by the Board of Trustees.~~

- A. At least twenty one (21) days prior to implementation of new policies or procedures affecting wages and benefits, hours, or working conditions which have an impact on bargaining unit employees, the Union shall have the right to review and comment on the proposed changes. The Union shall respond with its comments within twenty one (21) days of receipt of the proposed changes.
- B. In the event the Union does not request negotiations within twenty one (21) days of receipt of the notice, the Employer may implement the changes without further negotiations.
- C. In the event there are emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, the Employer will notify the Union as soon as possible.

## ARTICLE 6 - UNION-MANAGEMENT COMMITTEE

**Section 1:** There shall be a Union-Management Committee consisting of three appointees designated by the Union President, plus the Local Union President or designee; and three appointees designated by the Library Director, plus the Library Director or designee. Individual appointees may be changed by the appointing authority. The Union-Management Committee is advisory and will meet quarterly if there are issues to discuss related to improvement of employee relations, communications with employees or changes in system-wide operating conditions. The purpose of the Union-Management Committee is to discuss matters of general interest to members as opposed to complaints of individual employees. The Union-Management Committee shall have no bargaining authority. Understandings attained by the parties will be supported by the parties, but shall not alter or modify any provisions of this Collective Bargaining Agreement unless specifically stated in writing and signed by the Library Director, the local Union President and the WSCCCE Staff Representative.

**Section 2:** An agenda describing the topics to be discussed shall be jointly prepared by the WSCCCE Staff Representative or designee and the Library Director or designee. The agenda shall be disseminated to Union-Management Committee members a minimum of seven (7) days in advance of a regularly scheduled meeting or as soon as possible in the event of emergency meetings. Minutes of the meeting shall consist of topics discussed and their disposition. Copies of the minutes shall be reviewed and signed by the Library Director and WSCCCE Staff Representative or designees within fourteen (14) days following such meeting, whereupon copies of said minutes will be distributed to the members of the Union-Management Committee and a copy posted in each Library building.

**Section 3:** Meetings of the Union-Management Committee shall normally be held during work hours. Union appointees and the Local Union President or designee shall experience no loss in pay during a day scheduled for a Committee meeting. Any Committee members will be excused from their normal work duties during Committee meeting days and will be permitted to conduct Union business before and after the Committee meetings. All travel and related expenses of the Union appointees and the Local Union President or designee shall be borne by the Union.



## ARTICLE 7 - GRIEVANCE PROCEDURE

**Section 1:** The purpose of this procedure is to resolve grievances in an orderly manner. A determined effort shall be made to settle any grievances at the lowest possible level in the grievance procedure and during the grievance procedure there shall be no suspension of work or interference with the operations of the Library. Meetings or discussions involving grievances or the procedures set forth hereafter shall not occur on Employer time unless otherwise mutually agreed. **References to “days” in this agreement mean calendar days.**

**Section 2:** A ~~Union representative~~ Shop Steward and either a Staff Representative or Local President may visit the work location of or speak by telephone to employees covered by this Agreement at a reasonable time for the purpose of investigating grievances, but without interfering with Library operations.

**Section 3:** A grievance is defined as only those disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. To be valid, grievances must be submitted to the other Party as soon as possible, but no later than 14 days from the incident leading to the grievance, or from the date the employee could have reasonably known of the incident. Grievances shall be processed in accordance with the following procedures within the stated time limits.

STEP 1. An aggrieved employee and/or the Union shall present grievances in writing within fourteen (14) days of their alleged occurrence to their immediate supervisor, who shall be available to meet with the employee and Union steward in person, via conference call or other available means, ~~who~~ and who shall attempt to resolve the grievance within fourteen (14) days after receipt of the grievances. Employees may waive Union representation at Step 1 only, in which case the grievance shall end at Step 1.

In seeking solutions, immediate supervisors shall coordinate with their Managers.  
Written notice shall include:

- 1) A statement/description of the grievance with relevant dates and facts
- 2) The specific provision(s) of the Agreement allegedly violated
- 3) Remedy sought
- 4) Signature and date of the employee grieving.

In the case of a group grievance, the group shall be described and at least one named employee from the affected group shall be included. The employee representing the group and the Union Steward/Officer shall sign the grievance.

STEP 2. If not satisfied with the solution the Union shall within fourteen (14) days of receipt of the immediate supervisor's solution, submit the original grievance in writing to the Library Director, including reasons for dissatisfaction with the solution.

Within fourteen (14) days from receipt of the written grievance, the Library Director or designee shall meet with the employee grieving, the immediate supervisor and manager(s) and a Union representative. The Library Director or designee shall attempt to resolve the grievance as set forth in writing, and shall issue a decision not more than fourteen (14) days after the meeting is adjourned.

STEP 3. If the grievance remains unresolved, it may be submitted by the Union to the Employer's Board of Trustees within fourteen (14) days of receiving the Library Director's or designee's response. The Board of Trustees shall convene a special meeting for the purpose of hearing the grievance within thirty (30) days of receipt of the grievance, and shall issue its decision to the Union not more than fourteen (14) days after the meeting is adjourned.

STEP 4. If the grievance has not been resolved to the Union's satisfaction, the grievance may be referred to arbitration.

After receipt of the written request for arbitration, the Employer and the Union shall select an impartial party to serve as an arbitrator. If the Union and the Employer are unable to agree on an arbitrator, the arbitrator shall be selected by a process of elimination from a list of five (5) arbitrators furnished by the American Arbitration Association or, if either party prefers, from a list furnished by PERC.

STEP 5. The grievance shall be scheduled to be heard in accordance with the arbitrator's schedule. The arbitrator's decision shall include specific findings of fact and shall identify the application and the arbitrator's interpretation of this Agreement as it applies to the issue in dispute.

The arbitrator shall confine himself/herself to the precise issues submitted to arbitration and shall have no authority to determine other issues not so submitted. The arbitrator shall have jurisdiction and authority only to rule on interpretation, application or compliance with this Agreement as it may apply to the issue in dispute. He/she shall not add to or detract from or alter in any way the provisions of this Agreement.

The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved. The expenses and fees in common to the services of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear the cost for preparing and presenting its own case including the costs of witnesses.

**Section 4:** Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the employees or the Union to submit the grievances in accordance with these time limits without such waiver shall constitute abandonment of those specific grievances. Failure of the Employer to submit a reply within the specified time limits shall cause the grievance to be automatically

moved to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union stating that the matter has been resolved.

## ARTICLE 8 – NONDISCRIMINATION

**Section 1:** There shall be no discrimination by the Employer toward any employee engaging in legitimate Union activity.

**Section 2:** There shall be no discrimination by either the Employer or the Union in carrying out their respective obligations under this Agreement in matters of training, promotion, transfer, layoff, discipline, termination or otherwise because of age, sex, religion, marital status, race, creed, color, national origin, ethnicity, political affiliation, sexual orientation, veteran or military status, or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification as defined by state law, or because of any other status protected under applicable local, state or federal law.

**Section 3:** Employees alleging discrimination shall not have recourse through the grievance procedure contained in this Agreement. Any employee who believes that he or she has experienced unlawful discrimination should notify his or her supervisor or the Human Resources Manager.

## ARTICLE 9 - JOB VACANCIES

**Section 1:** Lateral Transfer: Prior to posting an open position as described in Section 2 below, the Employer shall post the internal lateral transfer opportunity for at least seven (7) calendar days. Such notice shall include: a description of the duties and responsibilities; initial location of the vacancy; the classification title and salary; education and/or work experience requirements; hours per week, and present general work schedule; and whether the job is regular or temporary.

Employees who have successfully completed their probationary period may, during this time, formally submit to Human Resources their interest in transferring to a position within their current classification (lateral transfer) or a lower-level classification in which they have previously worked (voluntary demotion).

Following the conclusion of the seven (7) calendar days, the Human Resource Department shall forward to the hiring authority all transfer requests relevant to the posted position. The hiring authority shall consider these internal applications prior to considering other internal and external candidates. Factors such as performance, seniority, documented discipline, and other factors deemed relevant by the Employer shall be considered. An employee offered a transfer may decline the opportunity without prejudice. Whether or not to fill a vacancy by transferring an employee, as well as which employee is selected to fill the vacancy, is the determination of the Employer. An employee choosing to voluntarily demote shall be subject to the salary placement guidelines described in Article 13.4.C.2 of this Agreement.

**Section 2:** Posting/Promotion: If no internal candidate is selected through the transfer process, above, the Library may post the vacancy for internal and external candidates. Written notice of job vacancies shall be

posted on ~~a bulletin Board at each location of the Employer and on~~ the staff Intranet for a period of not less than seven (7) calendar days. Such notices shall include:

- A. A description of the duties and responsibilities.
- B. Initial location of the job vacancy.
- C. The job classification, title, salary range, education and/or work experience requirements.
- D. Hours of work per week and present general work schedule.
- E. Whether the job is regular or temporary.
- F. Deadline for submitting written job application.

**Section 32:** In the event that two (2) or more employees are equally qualified for a particular job vacancy as to skill, fitness and ability, as solely determined by the Employer, system-wide seniority shall be the determinant.

**Section 43:** Nothing herein shall preclude the Employer from accepting job applications from outside the Library District concurrent with the evaluation of employee candidates. When two or more vacancies exist in the same classification at the same location, the Employer may use the same pool of applicants to fill the additional vacancy for up to ninety (90) calendar days following the filling of the first vacancy, except that this provision shall not apply if the additional vacancy is regularly scheduled to work more hours per week.

**Section 54:** Internal Candidate Interviews:

- A. If an internal candidate is interviewed during his/her regularly scheduled work time, the interview time is paid time at the staff member's regular rate of pay, excluding any premium pay. If an internal candidate is interviewed during his/her time off from work, the interview time is not paid, nor is it counted as compensatory time. The interview and hiring process shall not be delayed to accommodate an internal candidate's interview during his/her regularly scheduled work hours.
- B. The internal candidate is responsible for his/her own transportation to and from the job interview. If the internal candidate commutes for an internal interview during his/her regularly scheduled work time, the commute time is paid time at the candidate's regular rate of pay, excluding premium pay. If the commute time is outside the internal candidate's regularly scheduled work time, the commute time is not paid, nor is it compensatory time.

**Section 65:** Reference Checks and Personal Recommendations:

- A. Any requests for reference checks related to current or former employees of TRL shall be directed to Human Resources.

- B. Staff members who provide personal recommendations are not agents of TRL, do not make such recommendations as part of their job, and may not use TRL letterhead or work time to prepare recommendations.

**Section 76:** The Employer shall notify the Union in writing of newly created non-supervisory positions and shall provide the Union with a copy of the proposed title, job description, work location, FTE and salary/wage range, at the same time the position is posted.

## ARTICLE 10 - PROBATIONARY EMPLOYMENT

**Section 1:** Probationary Employees: New employees covered by this Agreement shall be subject to a six (6) continuous-calendar-month probationary period, commencing with their first day of work. During this period the employee may take vacation leave after six (6) months, but leave shall accrue from their date of hire. This probationary period may be extended for an additional six (6) months at the discretion of the Employer, if an evaluation of the employee's performance has been made prior to the completion of the initial six (6) month period and the evaluation notes a deficiency in job performance. The appointing authority may waive any portion of the extended probationary period. New employees on probation shall have no seniority and their retention shall be at the sole discretion of the Employer. Such employees shall not have recourse to the grievance procedure for any aspect of disciplinary action or termination.

**Section 2:** Trial Service Employees: An employee not on probation hired to fill a different position within the bargaining unit shall be subject to a six (6) month trial service. In the event the employee does not successfully complete this trial service, the employee shall be permitted to return to his/her former position and pay, if such is available, or to a similar existing, open position and former rate of pay.

Section 3: Employees serving in a probationary or trial service period may apply for and be considered for promotional opportunities during the review period. If the employee is selected for promotion, their probation or trial service period shall be extended for an additional six (6) months from the date of hire in the new position.

## ARTICLE 11 - EMPLOYEE DISCIPLINE AND DISMISSAL

**Section 1:** The Employer may discipline an employee for cause in a manner consistent with the nature and severity of the situation, and designed to achieve correction and avoid recurrence. Coaching and informal counseling are often effective means of communicating before formal counseling begins. All disciplinary action should occur reasonably near the time of the actual infraction or the Employer's notice of the infraction.

**Section 2:** When an employee is required by the Employer to attend a meeting which could lead to disciplinary action against that employee, the Employer shall inform the employee the meeting could result in disciplinary action; the employee has the right to be accompanied by up to two (2) a-Union representatives. This representation may be a Shop Steward and either a Staff Representative or Local President. The meeting may be delayed for a reasonable time in order for the Union representative to be present, if such representation is requested.

**Section 3:** Disciplinary actions involving suspension and dismissal are subject to the grievance provisions of this Agreement. ~~An employee may have a Shop Steward and either a Staff Representative or Local President member of the bargaining unit may request one Union representative to be~~ present during any step of discipline and dismissal procedures. ~~One official~~ Union Representative~~s~~ acting in a representative capacity during a disciplinary meeting shall not suffer loss of regular pay if a disciplinary meeting called by the Employer occurs during ~~the~~ ~~ir~~ ~~Union Representative's~~ regular work schedule.

- A. Employees, supervisors and witnesses sign and date the original documentation of verbal and written notifications, which are sent to Human Resources to be filed in the employee's personnel file. In the event the employee refuses to sign the documents, the supervisor will note on the documentations that the employee was given the opportunity to sign the documents, but did not.
- B. Documented Verbal Notification: An employee may be notified at least once by his or her immediate supervisor of an undesirable trend in performance or conduct and the need for correction.
- C. Written Notification: Should an employee's inadequate performance or conduct not improve following a verbal notification, or should the situation warrant, a written notice outlining the employee's inadequate performance/conduct shall be issued to the employee by his or her supervisor. Such notice shall include the areas of employee performance and/or conduct which are below required Employer standards and the corrective action required of the employee. Failure of the employee to meet necessary standards may result in suspension or termination, as warranted. A copy of said written notification shall be placed in the employee's personnel file. The employee shall have the option of submitting a written rebuttal to the written notification within five days. After two (2) years the employer will consider removal of such documents from an employee's personnel file if the employee requests such removal and if the employee has not exhibited problems of a similar nature during that two (2) year period. Evaluations will not be removed from an employee's personnel file.
- D. Suspension: An employee, whose inadequate performance or conduct may necessitate termination of employment for cause, may be suspended without pay and benefits for a specified period of time.
- E. Dismissal: It is recognized and agreed that the Employer has the right to dismiss any employee for cause. Should an employee fail to improve following verbal and written notification, or in the event of dishonesty or gross insubordination, the employee may be dismissed. Except in cases of dishonesty, gross insubordination, or job abandonment, the employee shall be given two (2) weeks' notice or pay in lieu of notice. The employer will notify the Union within 3 working days after an employee is involuntarily discharged.

**Section 4:** The criteria for determining standards for discipline and dismissal shall include the following considerations.

- A. That the employee was forewarned of the probable consequence of his or her conduct.

- B. That the rule or order be related to the proper operation of the Library business and to the performance or conduct the Employer might properly expect of the employee.
- C. That efforts were made to determine whether the employee disobeyed a rule or order.
- D. That the investigation was fair and objective.
- E. That there was satisfactory proof of unacceptable performance or conduct.
- F. That the rules were applied fairly without discrimination.

**Section 5:** A new employee may be suspended or dismissed within the probationary period with no appeal of the suspension or dismissal.

#### **ARTICLE 12 – SENIORITY**

**Section 1:** Seniority shall apply to an employee hired into a regular position only, and shall be based on the most recent hire date within TRL, without a break in service.

**Section 2:** Employees who were employed by a city library or library district, which becomes a part of the Timberland Regional Library shall have their seniority based on their hire date and continuous service with that city library or library district.

**Section 3:** An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, seniority shall not be lost because of authorized leaves of absence or while an employee is on a recall list pursuant to Article 13.

**Section 4:** An employee who takes a non-union position outside of the non-supervisory bargaining unit, and then returns to a position within the non-supervisory bargaining unit through the normal application process, shall have their seniority frozen for the duration of the period spent in the non-Union position.

**Section 5:** Employees who take bargaining unit positions outside of the non-supervisory bargaining unit, but within TRL, and later return to the non-supervisory bargaining unit, without a break in service, shall retain their seniority as if they had not left the unit.

#### **ARTICLE 13 - LAYOFF AND RECALL**

**Section 1:** Timberland Regional Library maintains a work force capable of doing the work necessary to perform its responsibilities. If, because of a lack of funds and/or a lack of work, it becomes necessary to reduce its work force, Timberland normally will attempt to reach reduced strength through attrition and curtailment of hiring. Job sharing, unpaid leaves of absence, transfer and early retirement represent other possible alternatives which may be considered. TRL shall notify the Union prior to implementing layoffs, and the parties shall meet to discuss possible alternatives.

Nothing in this Article or any part of this Agreement is intended to restrict the sole authority of the Employer to determine the necessity of service reductions, the form of the reduction and the duration of the layoff.

**Section 2:** This reduction-in-force procedure is designed to effect staff layoffs in an orderly manner with a minimum of interference to the work process. Its purpose is to allow an employee whose position is to be reduced or eliminated to accept available employment in the Library District.

**Section 3:** Temporary employees and substitute employees do not accrue seniority and they may not exercise the reduction-in-force rights provided in this procedure.

**Section 4:**

- A. An employee being laid off (his/her position is involuntarily eliminated or reduced by 20 percent or more or involuntarily reduced to the extent that he/she is no longer eligible for health insurance) shall be given written notice specifying the date and nature of layoff. Such notice will be given at least fourteen (14) days prior to its effective date. An employee so notified will be informed of his/her bumping options in writing at the time notice is given.
- B. Timberland will provide, upon request, individual counseling for employees laid off, to include a review of options, information on other positions within Timberland, information on vacancies outside of Timberland, advice on job-seeking skills, etc.
- C. A laid-off employee may choose to "bump" (displace a less-senior employee from a retained position or fill a vacant position) into a position with the same or a lower classification in the same or a different location according to the principle of seniority; provided that the employee is qualified for the position being bumped. An employee may not bump into a position which has more hours or that is in a higher grade than the employee's current position.
  - 1. A laid-off employee who wishes to exercise his/her right to bump must so inform the Employer within seven (7) days of his/her receipt of a layoff notice.
  - 2. An employee who bumps into a position must accept the classification of the position (including salary) as well as the number and schedule of hours assigned to it. Laid-off employees who bump into positions at the same or lower classifications will maintain their existing hourly rate of pay, except that in no case shall the employee earn more than the maximum hourly rate of pay for their new grade.
  - 3. An employee who is bumped out of a position is considered as being laid off when bumped and is then entitled to his/her bumping rights as described herein.
  - 4. If a regular employee bumps a probationary employee or a probationary employee is filling a position which is being eliminated, the probationary employee may not exercise the reduction-in-force rights provided in this procedure.



5. An employee may bump into a position in which the incumbent is on an authorized leave of absence; in such cases the incumbent may exercise any of the reduction-in-force options upon receipt of written notice. An employee may bump into a position filled on a long-term basis by a temporary employee. Regular employees temporarily assigned to positions that are laid off or bumped from such positions have all employee rights of their regular, assigned positions. Employees may not bump into temporary positions, as defined in Article 2 of the Union contract.
  6. Employees who bump into different positions shall be subject to a six (6)-month trial service. If the Employer determines during this trial service that the employee is not successful in a position, the employee may choose to be placed on the recall list for whatever period of time remains in the eighteen (18)-month period from the original, effective date of layoff. A second, unsuccessful trial service will result in termination of employment.
- D. The Employer shall establish a recall list for a period of eighteen (18) months from the date of the layoff. Laid-off employees who do not bump may choose to have their names placed on the recall list. Employees on the recall list shall be considered first for all vacancies with the same or lower classification and with the same or lower FTE of the position last held, according to the principle of seniority; provided that the employee is qualified for the available position.
1. Employees on the recall list must indicate to the Employer the types and/or locations of positions for which they desire to be notified. Notices of recall for vacant positions with the same or lower classification which fit the employees' instructions will be sent, via certified and first-class mail, to the employees at their last-known address. Employees who fail to respond within ten (10) days of mailing of the recall notice shall be considered to have quit and shall have their names removed from the recall list.
  2. Employees' names shall be placed on the recall list at the level of classification occupied at the time of layoff. Employees may exercise recall rights for positions at the same or lower classifications only.
  3. Employees on the recall list who are not eligible for recall to a particular position by reason of their classification shall be considered for promotional opportunities along with all other applicants.
- E. For the purposes of bumping or for re-employment from the recall list, an employee is considered "qualified" for the position if the employee has worked in the classification of the available position for at least 30 days and/or the employee meets job description specifications for the particular position.

#### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

**Section 1:** Hours of Work: The workweek for Regular Full-Time Employees shall be forty (40) hours per week.

A. Meal periods and rest periods for hourly employees (non FLSA exempt) shall be as follows:

1. Employees shall be allowed an uninterrupted, unpaid meal period of at least 30 minutes to commence not less than two hours or more than five hours after the beginning of a shift. Employees shall not be required to work more than five consecutive hours without a meal period.
2. Employees shall be allowed a paid rest period of 15 minutes for each 4 hours of working time. No employee shall be required to work more than three hours without a rest period.
3. Rest and meal periods shall not be waived or combined to shorten a shift or lengthen a meal period.

B. ~~Library Pages and Library Aides are paid on an hourly basis and shall be paid semi-monthly.~~ All other employees shall be paid twice-on-at-least a monthly basis.

**Section 2: Overtime:** Overtime is defined as work assigned and authorized in advance and in writing by the supervisor, except for emergencies, that is in excess of forty (40) hours per week.

A. Regular Full-Time Employees.

1. All authorized work performed by Regular Full-Time Employees in excess of forty (40) hours in one week shall be considered overtime.
2. Overtime compensation may take the form of cash earned at one and one-half (1 1/2) times the employee's basic rate of pay exclusive of special or premium pay, or as compensatory time off accrued at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, as the employee chooses.
3. Compensatory time off may accumulate to a maximum of forty (40) hours. Compensatory time off shall be scheduled-approved in advance by the immediate supervisor based upon the operational requirements of the Employer and the desires of the employee.
4. Employees will be paid cash for unused compensatory time off upon termination or layoff at the rate of one and one-half (1 1/2) times the employee's basic rate of pay exclusive of special or premium pay.

B. Regular Part-Time Employees.

1. Part-time employees who are required by the Employer to work in excess of their regularly scheduled workweek, but less than forty (40) hours in a week shall receive cash payment at the employee's basic rate of pay exclusive of special or premium pay,

or compensatory time off accrued at the rate of one hour for each hour worked in excess of the employee's regularly scheduled workweek, as the employee chooses.

2. Compensatory time off may accumulate to a maximum of the employee's regularly scheduled workweek. Compensatory time off shall be scheduled-approved in advance by the immediate supervisor based upon the operational requirements of the Employer and the desires of the employee.
  3. Employees will be paid in cash for unused compensatory time off upon termination or layoff/separation from employment at the employee's basic rate of pay exclusive of special or premium pay.
  4. Part-time employees who are required by the Employer to work in excess of forty (40) hours per week shall receive cash compensation at the rate of one and one-half (1 1/2) times the employee's basic rate of pay exclusive of special or premium pay. The employee may elect compensatory time as described in Section 2.A., above.
- C. Paid time for leave, vacation and holidays is not included as hours worked for the purpose of determining eligibility for overtime.

### **Section 3: Travel Time:**

Excluding couriers traveling throughout the Library District as part of their courier duties, employees who are assigned to work in a library building other than their assigned location two (2) or more Library buildings during the course of one (1) day shall have travel time included in his or her hours of work and will be reimbursed for mileage between buildings or to the library building other than their assigned location, if the distance is greater.

### **Section 4: Sunday Hours:**

- A. All authorized work performed on Sundays shall be compensated at the employee's basic rate of pay.
- B. No employee, as defined in Article 2, Section 2 of this Agreement, shall be required to work Sunday hours. Employees must possess the required skills and ability to do the work as determined by the Employer.

## **ARTICLE 15 - HEALTH AND WELFARE/RETIREMENT**

**Section 1:** Effective January 1, 2017 through December 31, 2017, the Employer shall contribute a maximum of \$700 per month for a 1.0 FTE employee toward the payment of group medical insurance premiums for medical insurance chosen by employees from those offered by TRL through Association of Washington Cities (AWC) for Regular Full-Time Employees.

Effective ~~January 1, 2018~~ through December 31, ~~2018~~, the Employer shall contribute a maximum of ~~\$760~~ 760 per month for a 1.0 FTE employee toward the payment of group medical insurance premiums for medical insurance chosen by employees from those offered by TRL through Association of Washington Cities (AWC) for Regular Full-Time Employees.

Effective ~~January 1, 2019~~ through December 31, ~~2019~~, the Employer shall contribute a maximum of ~~\$790~~ 790 per month for a 1.0 FTE employee toward the payment of group medical insurance premiums for medical insurance chosen by employees from those offered by TRL through Association of Washington Cities (AWC) for Regular Full-Time Employees.

**Section 2:** Effective January 1, 2017 through December 31, 2017, the Employer shall contribute a prorated portion of \$700 per month for a Regular Part-Time Employees for monthly group medical insurance premiums for medical insurance chosen by employees from those offered by TRL through AWC for Regular Part-Time Employees, working a regular schedule of twenty (20) or more, but less than forty (40) hours per week. The difference between the Employer contribution and the required group medical insurance premium amounts shall be paid by the employee by payroll deduction.

Effective January 1, 2018 through December 31, 2018, the Employer shall contribute a prorated portion of ~~\$760~~ 760 per month for a Regular Part-Time Employees for monthly group medical insurance premiums for medical insurance chosen by employees from those offered by TRL through AWC for Regular Part-Time Employees, working a regular schedule of twenty (20) or more, but less than forty (40) hours per week. The difference between the Employer contribution and the required group medical insurance premium amounts shall be paid by the employee by payroll deduction.

Effective January 1, 2019 through December 31, 2019, the Employer shall contribute a prorated portion of ~~\$790~~ 790 per month for a Regular Part-Time Employees for monthly group medical insurance premiums for medical insurance chosen by employees from those offered by TRL through AWC for Regular Part-Time Employees, working a regular schedule of twenty (20) or more, but less than forty (40) hours per week. The difference between the Employer contribution and the required group medical insurance premium amounts shall be paid by the employee by payroll deduction.

**Section 3:** Effective January 1, ~~2016~~ 2016 through December 31, ~~2019~~ 2019, the Employer shall contribute up to \$220.00 per month into an employee's Health Savings Account for Full-Time Employees enrolled in an AWC High Deductible Health Plan up to the Federal law maximum contribution limit for individuals. The Employer shall contribute a prorated portion of \$220.00 per month into an employee's Health Savings Account for Regular Part-Time Employees working a regular schedule of twenty (20) or more, but less than forty (40) hours per week who are enrolled in an AWC High Deductible Health Plan up to the Federal law maximum contribution limit for individuals.

**Section 4:** Effective January 1, 201~~7~~<sup>6</sup> through December 31, 201~~9~~<sup>6</sup>, the Employer shall pay up to ~~\$60.79~~ 100% of monthly group dental insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

**Section 5:** Effective January 1, 201~~7~~<sup>6</sup> through December 31, 201~~9~~<sup>6</sup>, the Employer shall pay up to ~~\$3.60~~ 100% of monthly group life insurance and accidental death and dismemberment insurance premiums through AWC coverage for all regularly scheduled employees only.

**Section 6:** Effective January 1, 201~~6~~<sup>7</sup> through December 31, 201~~6~~<sup>9</sup>, the Employer shall pay up to ~~\$9.82~~ 100% of monthly group vision service plan insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

**Section 7:** Effective January 1, ~~2016-2017~~ through December 31, ~~2016~~<sup>2019</sup>, the Employer shall pay monthly rate of ~~.341 percent of~~ payroll of published AWC rate for long-term disability insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

**Section 8:** New employees, at their option, may elect to enroll in the employee-paid Supplemental Group Life Insurance Plan in accordance with the terms and conditions of said plan. Employees may elect to modify the level of their coverage during the open enrollment period. Upon written authorization of the employee, the Employer shall arrange for premium payment by payroll deduction.

## ARTICLE 16 – SICK LEAVE

**Section 1:** Full-time employees who were in pay status for fifteen (15) or more days during the month shall accrue eight (8) hours of sick leave credits per month.

**Section 2:** Part-time employees shall accrue sick leave credits under the same conditions as full-time employees, except that the accrual rate shall be prorated based on their FTE.

**Section 3:** Sick leave shall not accrue during leaves of absence without pay or layoffs.

**Section 4:** Sick leave shall be granted for the following reasons:

- A. Personal illness or physical incapacity ~~resulting from causes beyond the employee's control.~~
- B. Enforced quarantine of the employee by physician.
- C. Injury or illness of any person living with or legally dependent upon the employee, parents of the employee, children and stepchildren of the employee, necessitating the employee's presence.

- D. Medical or dental care of the employee, except that before such absence is charged to sick leave, an employee may be excused, with prior approval, a total of (1) hour per month for routine medical and dental appointments.
- E. Medical or dental treatment of any person living with or legally dependent upon the employee.
- F. Physical disability caused by pregnancy, miscarriage, abortion or childbirth, and recovery therefrom.

F.G. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.

**Section 5:** When employees go on sick leave, they must notify their supervisors as soon as possible, but not later than the beginning of their shift. Denial of sick leave pay may result unless there is a reasonable explanation by employees of failure to do so. The Employer may require employees to provide written certification from a physician confirming that the employees have been incapacitated for work for the period of absence and are again physically able to perform their duties. Such certification may be required for any absence of three (3) or more consecutive workdays.

**Section 6:** Absence for part of a day by hourly paid employees for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one-quarter hour. Holidays and other regular days off shall not be charged against sick leave.

**Section 7:** If employees are absent due to illness or injury for which they are receiving payment from Worker's Compensation, the Employer's obligation shall be limited to the difference between the employees' regular wages and the amount received from the State. At the employees' option, sick leave may be charged on a pro rata basis in such a case until exhausted.

**Section 8:** Employees who have accrued in excess of 480 hours of sick leave may annually in January elect to trade 24 hour increments of sick leave for 8 hours of vacation. An employee may not use this provision to deplete their sick leave balance below 456 hours. Part-time employees shall be eligible to trade sick leave under the same conditions and ratios as full-time employees, except that the requirements for participation be prorated based on their FTE. The exchange of sick leave to vacation leave shall be capped at 120 hours of sick leave exchanged for 40 hours in a calendar year.

## ARTICLE 17 – BEREAVEMENT LEAVE

Upon the death of the following relatives of an employee, to wit: spouse, domestic partner, parent, foster parent, guardian, brother, sister, child, foster child, stepchild, ward, grandchild, grandparents, or any person living with or legally dependent upon said employee; or the death of any of the above-listed relatives of the spouse, or domestic partner of said employee, bereavement leave with pay will be granted as follows:

### Section 1:

- A. Up to twenty-four (24) hours when the location of the funeral/burial is two hundred fifty (250) miles or less from the employee’s residence.
- B. Up to forty (40) hours when the location of the funeral/burial is more than two hundred fifty (250) miles from the employee’s residence.
- C. For this leave, less than full-time employees are entitled to their FTE portion of the above-stated hours.

**Section 2:** For the purpose of attending a non-relative funeral, or that of any relative not specified in paragraph 1 of this article, an employee will receive up to four (4) hours, noncumulative, paid leave annually. Less than full-time employees are entitled to their FTE portion of four (4) hours.

**ARTICLE 18 – VACATION LEAVE**

**Section 1:** Full-time employees in position classifications assigned to Pay Grades 21 through 51, and who are in pay status for fifteen (15) or more days during the month, shall accrue vacation leave credits based on the following schedule of continuous service with the Employer:

Years of Service	Hours per Year	Days per Year
1	96	12
2	104	13
3-4	112	14
5-7	120	15
8-9	128	16
10-15	160	20

**Section 2:** Full-time employees in position classifications assigned to Pay Grades 52 and above, and who are in pay status for fifteen (15) or more days during the month, shall accrue vacation leave credits at the rate of twenty (20) days per year or one hundred sixty (160) hours per year.

**Section 3:** Part-time employees shall accrue vacation leave credits under the same conditions as full-time employees, except that the accrual rate shall be prorated based on the number of hours worked during each month.

**Section 4:** The maximum number of vacation leave credits that may be accrued is two hundred forty (240) hours for full-time employees. Less than full-time employees may accrue to a maximum of their FTE portion of two hundred forty (240) hours. Earned vacation hours in excess of this cap shall be rolled over to the employee’s sick leave bank.

**Section 5:** When employees ~~are terminated~~separate from TRL employment, the accumulated vacation leave shall be paid to the employees or, if deceased, their estates at the employees' current basic rate of pay, exclusive of special or premium pay. Employees separating due to retirement from TRL may elect to use remaining vacation leave after their last day of work, or take cash payment of leave at current rate of pay, at the employee's choice.

**Section 6:** Employees who are in the initial six (6) months of their probationary period shall not be entitled to take vacation leave or payment upon termination. However, vacation leave shall begin accruing at time of hire.

**Section 7:** Scheduling of vacation shall be based first upon the operational requirements of the Employer and, second, upon the desires of the employee.

**Section 8:** Vacation leave credits shall be used in amounts of not less than one-quarter hour.

#### ARTICLE 19 – SHARED LEAVE

**Section 1:** An employee may donate vacation leave and/or sick leave to a regularly scheduled part time or full time TRL employee under the conditions specified below. Donated leave may be transferable between employees throughout the Library District.

For the purposes of leave sharing, "severe" and "extraordinary" conditions are defined as serious or extreme and/or life threatening and a "relative" is limited to any person living with or legally dependent upon the employee, the parents of the employee, and children and step-children of the employee.

**Section 2:** An employee may be eligible to receive shared leave under the following conditions:

- A. The employee is not eligible for time loss compensation under Chapter 51.32 RCW. If the time loss claim is approved at a later time, all leave received shall be returned to the donors and the employee will return any and all overpayments to the library district.
- B. The employee has abided by district policies regarding the use of sick leave.
- C. The employee is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
- D. Prior to being considered as eligible for shared leave the employee must submit a medical certification from a licensed physician or a TRL approved health care provider verifying the severe or extraordinary nature of the employee's/relative's/household member's condition and the expected duration of the condition.



E. All forms of paid leave available for use by the recipient must be used prior to using shared leave.

**Section 3:** An employee may donate vacation leave to an eligible employee only to the extent that her/his vacation leave balance does not fall below sixty (60) hours, prorated for part-time equivalent.

An employee may donate sick leave to an employee only to the extent that his/her sick leave balance does not fall below one hundred seventy six (176) hours, prorated for part-time equivalent.

Any donated leave not used by the recipient during each incident/occurrence for which leave is requested hereunder shall be returned to the donor(s). The shared leave remaining will be divided among the donors on a prorata basis on the original donated value and returned at its original donor value and reinstated to each donor's vacation leave balance.

**Section 4:** An employee may use up to a maximum of two hundred and sixty days of shared leave during his/her employment with TRL. The recipient may only use donated leave for the purposes specified in this section.

**Section 5:** The receiving employee shall be paid his or her regular rate of pay when using donated leave; therefore, one hour of shared leave may cover more or less than one hour of the recipient's salary. The calculation of the recipient's leave value shall be in accordance with TRL policies, regulations and procedures. The dollar value of the donated leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

**Section 6:** All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating vacation leave for purposes of this program.

## **ARTICLE 20 – CIVIL LEAVE**

Leave with pay will be allowed to permit an employee to serve as a member of a jury or respond to a subpoena. Employees on such leave shall receive their basic salary and, in addition, shall be allowed to retain any compensation paid to them by their civil duty employer; however, to be eligible for such leave, the employee may not be a party to the "action" involved or be beneficially interested in the action.

## **ARTICLE 21 – EMERGENCY LEAVE/INCLEMENT WEATHER LEAVE**

**Section 1:** Should an emergency situation, as determined by the Employer, result in the closure of a building, employees shall receive their regular pay for the period of closing not to exceed sixteen (16) hours in a calendar year. Employees affected may be temporarily reassigned elsewhere in the system and will be reimbursed for travel expenses at the current rate in effect. Emergency leave is prorated for part-time employees based on FTE.

**Section 2:** Lateness or absence due to severe weather conditions or natural disasters, regardless of whether buildings are open or closed, shall be excused up to a maximum of sixteen (16) hours in a calendar year. Inclement weather leave is prorated for part-time employees based on FTE.

## **ARTICLE 22 – LEAVE OF ABSENCE WITHOUT PAY**

**Section 1:** A leave of absence without pay may be granted by the Library Director for educational, military, personal, professional (job-related), child rearing, or reasons applicable to leave with pay upon recommendation by an employee’s supervisor, and when such leave will not operate to the detriment of the service of the Library District.

- A. A leave of absence without pay may be granted up to a maximum of one (1) year.
- B. A request for a leave of absence without pay must be submitted in writing a minimum of sixty (60) calendar days prior to the requested date the leave is to commence. This notice period may be waived at the discretion of the Library Director.
- C. Benefits shall not accrue during a leave of absence without pay. However, an employee on such leave will retain his/her seniority, and shall be permitted to return to his/her former position and pay, if such is available, or to a similar position and former rate of pay.

**Section 2:** The employer recognizes its obligation to grant specified family/personal illness leave as required by state/federal law.

**Section 3:** A disability leave of absence without pay may be granted by the Library Director upon recommendation by an employee’s supervisor when an employee is disabled due to sickness or injury. An employee may be required to provide a doctor’s certification that the employee is not able to work.

- A. The Employer may from time to time require that the employee submit a certificate from the attending physician or from a designated physician. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of his/her duties, the Employer may cancel such disability leave without pay and require the employee to report for duty on a specified date.
- B. A disability leave of absence without pay shall be granted only after all accrued paid sick leave and vacation leave has been exhausted.
- C. The requirements of paragraphs in Section 1 (A.-C.) of this Article shall also apply to planned disability leaves of absence without pay.

## **ARTICLE 23 – HOLIDAYS**

**Section 1:** The following are designated as paid holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day

Veterans' Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Eve Day  
Christmas Day

**Section 2:** In addition to the holidays specified above, each employee is entitled to two (2) noncumulative personal holidays each calendar year.

- A. Employees who are in the initial probationary period shall not be entitled to the personal holidays.
- B. Part-time employees are entitled to the personal holidays at the rate of hours worked to those required for full-time employment.
- C. The personal holidays may be carried forward and used during the first quarter of the calendar year when:
  - 1. The initial probationary period ends within the last quarter of the calendar year; and
  - 2. Due to staffing and scheduling needs, it would be a hardship to TRL to release employees during the last quarter of the calendar year; and
  - 3. The supervisor authorizes the carryover and has notified payroll.

**Section 3:** Those holidays listed above shall be considered paid holidays for those employees covered by this Agreement, and shall be paid for on a straight-time basis at the employee's basic rate of pay.

**Section 4:** Employees who are on scheduled and approved vacation leave when a paid holiday occurs will receive their basic rate of pay for that holiday and will not be charged a day of vacation for that holiday, except when such holiday occurs during terminal leave.

**Section 5:** Employees who are on authorized sick leave when a paid holiday occurs will receive their basic rate of pay for that holiday and will not have their sick leave accrual charged.

**Section 6:** When a holiday occurs on a regularly scheduled day off, the holiday time shall be added to that employee's vacation accrual, or the employee may receive pay at the straight-time rate at the employee's option.

**Section 7:** For less than full-time employees, payment for holidays shall be prorated based on the number of scheduled hours worked during each month.

## ARTICLE 24 – WAGES

**Section 1:** Salary rates effective January 1, ~~2017~~2014 through December 31, ~~2017~~2014, as shown on the attached Appendix A, shall be increased by ~~1.5%~~2.0%.

~~**Section 2:** Salary rates effective January 1, 2018 through December 31, 2018 as shown on the attached appendix A, shall be increased by 1.5%.~~

~~**Section 3:** : Salary rates effective January 1, 2019 through December 31, 2019 as shown on the attached appendix A, shall be increased by 1.5%.~~

~~**Section 2:** Salary rates to be in effect January 1, 2015 will be subject to reopened negotiations. Such negotiations will commence not later than October 1, 2014. The Union agrees that any agreement reached in such negotiations will not be applied retroactively if the agreement is reached after January 1, 2015.~~

~~**Section 43:** Step increases shall be in accordance with the Employee Classification and Salary Plan. (See Appendix A, Timberland Regional Library FY 20164 Grade and Step Pay Plan.)~~

~~**Section 54:** Longevity is computed at the ratio of hours worked to those required for full time employment. An Employee's length of time in current continuous service to the Library District will be recognized in addition to normal step increments or revision of the compensation plan as follows:~~

- On completion of 10 years of current continuous employment - \$10.00 per each calendar month.
- On completion of 15 years of current continuous employment - \$15.00 per each calendar month.
- On completion of 20 years of current continuous employment and in each succeeding year of current continuous employment thereafter - \$20.00 per each calendar month.

## ARTICLE 25 – ~~INTERIM APPOINTMENT TO HIGHER LEVEL POSITION~~OUT OF CLASS WORK

~~**Section 1:** When employees are ~~appointed~~approved by the Library Director to act in and perform the responsibilities of a higher level position for five or more consecutive work days, employees shall be paid their normal salary plus three percent (3%), or the first step of the salary of the assumed position, whichever is higher. The higher rate of pay shall be retroactive to the first day of assignment.~~

**Section 2:** Employees who have been appointed to higher level positions as described in this Article, shall have the fact noted in their personnel files as evidence of their abilities.

**Section 3:** Regular Employees who substitute in a position with a higher salary range, in lieu of their regularly scheduled hours or in the form of extra hours, shall be paid their normal salary plus three percent (3%), or the first step of the salary of the assumed position, whichever is higher, for the substitute hours worked.

## **ARTICLE 26 - LIBRARY PERSONNEL FILE**

**Section 1:** Employee personnel files shall be maintained centrally in the Human Resources Department. Employees upon 24 hour advance notice to Human Resources may review their own personnel file in the Human Resources Department during normal business hours. The employee personnel files shall be held in strict confidence. Authorized persons who may have access to this file include: (1) the said employee; (2) the employee's immediate supervisor; (3) supervisors authorized by the Library Director due to business necessity; and (4) any Union representative designated in writing by the employee.

Authorized Human Resources Department personnel will provide copies of the material in the employee's file upon the request of any of those persons mentioned in (1) through (4) above. The employee may retain copies of any material in his/her file. Immediate supervisors shall inform employees when documented verbal and written notices are sent to Human Resources to be placed in their employee files.

**Section 2:** References to prospective employers regarding the employee or the employee's job performance shall be given only with written consent of the employee. Oral and written information on references shall be limited to the material in the employee's file.

**Section 3:** Except as may be required by law, the Employer shall not furnish information on any employee to any government or private agency without prior written consent of the employee.

**Section 4:** The Employer will verify the fact of employment upon request. Informational requests from banks and other credit institutions shall not be answered, with the exception of dates of hire and salary range, unless requested by the employee in writing.

**Section 5:** An employee shall be given the opportunity to file written comments concerning any material placed in the employee's personnel file; employee comments shall be attached to the relevant material and filed in the employee's personnel file.

**Section 6:** Evaluative material may be added to any employee's personnel file after the employee's termination, provided the employee is given an opportunity to review the material and to file a written response.

**Section 7:** Documents removed from an employee's personnel file shall be provided to the employee.

**Section 8.** The employee's annual self-evaluation, along with the supervisor's annual evaluation of the employee, shall be placed in the employee's personnel file.

#### **ARTICLE 27 – ENTIRE AGREEMENT**

**Section 1:** The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.

**Section 2:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of the right and opportunity, are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

#### **ARTICLE 28 - SAVING CLAUSE**

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the invalidated portion shall be subject to immediate renegotiation.

#### **ARTICLE 29 - HEALTH AND SAFETY**

The Employer and the Union mutually recognize that the health and safety of employees are of paramount interest and shall mutually comply with applicable federal or state health and safety regulations. A Safety Committee shall be maintained consistent with the Washington Industrial Safety and Health Act. The Employer will provide a safe work environment as required by law and employees shall comply with safe work practices.

#### **ARTICLE 30 - TERM OF AGREEMENT**

**Section 1:** The terms of this Agreement shall become effective January 1, 201~~7~~<sup>4</sup> and shall remain in effect through December 31, 201~~9~~<sup>6</sup>.

**Section 2:** ~~Articles 15—Health Insurance and 24—Wages hereof shall be subject to renegotiations for calendar years 2015 and 2016. Such negotiations will commence not later than October 1, 2014 and~~

~~October 1, 2015 respectively. Successor negotiations will commence not later than September 1, 2019.~~ This agreement shall be reopened at the request of the Employer to consider legislation enacted following execution of this agreement, which impacts the Employer's staffing considerations.

DATE \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
WSCCCE Representative

\_\_\_\_\_  
President, Board of Trustees