

AGREEMENT BY AND BETWEEN

TIMBERLAND REGIONAL LIBRARY

AND

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

~~2017-2020~~ – ~~2019~~2022

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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 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES / AFSCME Council2 and its affiliated local (hereafter Union) as the sole and 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) in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause; for regular full-time and regular part-time non-supervisory employees; provided that the following employees are not included in the bargaining unit:

- ~~Library Executive Director;; Deputy Director; Manager, Business & Director, Finance and IT; Director, Operations; Manager Director, Collection Services; Manager, Information Technology; Manager Director, Public Services; Manager, Human Resources; Manager, Communications; Manager, Facilities.~~
- Training and ~~Staff~~ Development Coordinator; ~~Foundation Coordinator;~~ Human Resources Coordinator; Human Resources Specialist; Executive Assistant; Administrative Assistant;
- Information Technology Coordinator – Systems; Information Technology Coordinator – Network; IT Specialist 3; IT Specialist 2; IT Specialist 1; 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.

Due to the fact that TRL is an eligible employer as identified by the US Department of Education, TRL defines full-time work as thirty (30) hours per week for the sole purpose of allowing eligible staff to qualify for Public Service Loan Forgiveness. This allowance has no other purpose but to enable eligible staff to pursue loan forgiveness, and does not impact any TRL-provided benefits or other accruals.

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 30th calendar day following their employment, become and remain members in good standing in the Union during the term of this Agreement. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a Union staff representative or Union President. 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;~~

~~1. 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:~~

~~A. Pay each month a service charge equivalent to regular Union dues to the Union.~~

~~B. 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.~~

~~2. 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 432: 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 Employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

For current Union members and those who choose to join the Union, the Employer shall deduct once each pay period all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

Should the Employer receive the original Authorization for Payroll Deduction and Representation, they shall provide an electronic copy via email to C2everett@council2.com within 10 days of receiving the original Authorization for Payroll Deduction form.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a Union member or not, the Employer shall continue to remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

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 so long as the Employer complies with this article.

Bargaining Unit List: The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, home address, work email, birth date, hire date-in, current bargaining unit, job classification, department/branch, hours-per-pay period, salary step and pay grade.

ARTICLE 4 - UNION ACTIVITIES

Section 1: 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 department head'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 and TRL-approved project-based subcommittees.
- 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 20" 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 informational materials. The Employer reserves the right to review materials before being posted. Materials posted shall not be derogatory.

Section 3: Email and Inter-Office Mail:

Use of the Employer's e-mail system is limited to business use only. The Employer agrees to allow the Union President or Staff Representatives the use of the Employer's email system only for the purposes of posting notices of meeting dates, times, and locations, or for joint labor and management relations communications related to contractual issues, or other correspondence as mutually agreed upon. If the Employer finds there to be violations of this provision, they shall meet with the Union to discuss the issue, and if unresolved may remove this permission.

Use of the Employer's inter-office mail system is limited to sending the New Member Packet for New Employee Orientation.

Section ~~43~~: New Employee Orientation ~~;~~

~~1. The Union may participate in the general orientation of new employees to present a packet of Union information. The Union presentation shall not exceed twenty (20) minutes. The Union is responsible for the development, distribution and cost of the Union information packet and is solely responsible for its contents.~~

- A. The Employer agrees to notify the Local Union President in writing of any new positions and new employees when they have accepted employment with the District.
- B. The Union shall appoint representatives to perform New Employee Orientation duties, and they shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview

of the employee's rights and responsibilities regarding Union membership, dues authorizations and Union insurance.

C. The Employer will allow for use of TRL equipment to facilitate remote meeting access to the employee and/or allow for travel time to visit the new employee's workstation, provided it has minimal impact on daily department/branch function.

A.D. 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.

- A. The Library will, aAt least ~~twenty-onethirty (3021)~~ days prior to implementation provide the Union notice of new policies or procedures affecting wages and benefits, hours, or working conditions which have an impact on bargaining unit employees, ~~the~~ the Union shall have the right to review and comment on the proposed changes. The Union shall respond with its comments within ~~twenty-onethirty (3021)~~ days of receipt of the proposed changes.
- B. In the event the Union does not request negotiations within ~~twenty-onethirty (3021)~~ 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~~ on SharePoint.

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 up to thirty (30) minutes to conduct Union business before ~~and or~~ 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 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 and/or TRL Policy. 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 or the Union 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, 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~~themselves 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~~They 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~~they have experienced unlawful discrimination should notify ~~his or her~~their supervisor or ~~the~~ Human Resources ~~Manager~~.

ARTICLE 9 – WORKPLACE BEHAVIOR

Section 1: The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect. Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate behavior, the employee and/or the employee's representative is encouraged to report this behavior to the Human Resources Office. Inappropriate workplace reports will be identified as such.

Section 2: Allegations of inappropriate workplace behavior will be made in writing to the branch, department or district manager, who will make a determination as to whether or not the complaint warrants further investigation. Should it be determined that further investigation is necessary, the branch or department manager shall direct the complaint to the Human Resources office, in writing. When a written complaint is received by the Human Resource office, the Employer will determine the appropriate form of investigation

and take appropriate action as determined by TRL policy and procedure. The complainant employee and the investigated employee may request and receive an update on the status of the investigation, and will be provided with a notification that the investigation is complete and the investigated employee will be provided with both a notification that the investigation is complete and information on the investigation outcome.

ARTICLE ~~9-10~~ - JOB VACANCIES

Section 1: ~~Lateral Transfer~~Internal Vacancy: 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.

All ~~E~~employees, regardless of probationary status, who have successfully completed their probationary period may, during this time, formally submit to Human Resources their interest in ~~transferring~~ applying to a position within their current classification (lateral transfer) or a lower level classification in which they have previously worked (voluntary demotion), for which they are qualified based on the vacancy posting's required education and experience. Should an employee who is on probation be chosen, that employee's probationary period shall reset to the date of hire in the new position until a satisfactory six (6) month continuous probationary period be completed.

Following the conclusion of the seven (7) calendar days, the Human Resource Department shall forward to the hiring authority all ~~transfer requests relevant to~~ qualified applications for 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 an internal position ~~transfer~~ may decline the opportunity without prejudice, and the Employer is not required to select an internal applicant should the applicant not fulfill Employer need. Whether or not to fill a vacancy by internal application ~~transferring an employee, as well as which employee is selected to fill the vacancy~~, is the sole determination of the Employer hiring authority. An employee ~~choosing~~ requesting to voluntarily demote will be placed on the salary range of the applicable position upon demotion. ~~shall be subject to the salary placement guidelines described in Article 13.4.C.2 of this Agreement.~~

Section 2: External Posting/Promotion: If no internal candidate is selected through the ~~transfer~~ internal vacancy process described in Section 1, above, the Library Employer may post the vacancy for ~~internal and~~ external candidates for a minimum of seven (7) calendar days. ~~Written notice of job vacancies shall be posted 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 3: ~~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.~~In regard to job postings, promotion and transfer, primary consideration will be given to qualifications, with seniority determinative where employees are otherwise equal. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as interview, job performance, ability and employment record.

Section 4: ~~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 external 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 5: Internal Candidate Interviews:

- A. If an internal candidate is interviewed during his/her/their 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/their 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/their regularly scheduled work hours.
- B. The internal candidate is responsible for his/her/their own transportation to and from the job interview. If the internal candidate commutes for an internal interview during his/her/their 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 6: 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 7: 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 prior to posted posting.

ARTICLE ~~10~~11 - 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~~ thirty (30) days, 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/their 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~~12 - 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. Coaching should be utilized prior to formal discipline whenever possible.

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) 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 representation 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 present during any step of discipline and dismissal procedures. Union Representatives 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 their 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~~Reprimand: An employee may be notified at least once by ~~his or her~~their immediate supervisor of an undesirable trend in performance or conduct and the need for correction. When possible, this is the step that all formal discipline will start with. An employee will know that this is formal discipline and will be provided the opportunity to have Union representation. After two (2) years the Employer will consider removal of such documents from an employee's personnel file if the employee requests such removal in writing and if the employee has not exhibited problems of a similar nature during that two (2) year period.
- C. Written ~~Notification~~Reprimand: 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~~ reprimand shall be placed in the employee's personnel file. The employee shall have the option of submitting a written rebuttal to the written ~~notification~~ reprimand 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 in writing 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 progressive discipline, the employee may be dismissed.~~ In the event of major misconduct, dishonesty, or gross insubordination, the employee may be dismissed, even if the employee does not have a previous disciplinary record. Except in cases of major misconduct, dishonesty, gross insubordination, or job abandonment, the employee shall be given two (2) weeks' notice or pay in lieu of notice. Job abandonment is triggered after three (3) no call, no show absences. 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 ~~12-13~~ – 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~~ restored to them for the duration of the period previously 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 ~~13-14~~ - 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, and laying off the least senior employees regardless of classification are 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-impact 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, in either bargaining unit.

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. Non-grant funded temporary and substitute employees shall be laid off first, prior to regular employees.

Section 4:

A. An employee being laid off (his/her/their position is involuntarily eliminated or reduced by 20 percent or more or involuntarily reduced to the extent that he/she is/they are 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/four (4) weeks prior to its effective date. An employee so notified will be informed of his/her/their bumping options in writing at the time notice is given.

A.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.

B.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 classification or a lower into a different classification. An employee may only bump once per layoff scenario 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. The employee must be qualified for the position they are bumping into, with the exception that if a base-unit member is bumping into the supervisors unit, they must meet all of the minimum qualifications except for the supervisory experience. TRL will provide them with supervisory training in the first six (6) months.
2. The new position can be in the same or a different location according to the principle of seniority, provided that the employee meets the 14.4.C.1 requirement.
3. An employee may bump into a position that is in the same or lower pay grade than the employee's current position. The employee may bump into a position that has more hours. The employee shall have the opportunity to bump into another position in the

employee's current classification first, and if no positions are available, then into the current pay grade, and if no positions are available, then into a position of a lower pay grade.

- 1.4. A laid-off employee who wishes to exercise his/her/their right to bump must so inform the Employer within seven (7) business (M-F) days of his/her/their receipt of a layoff notice.
 - 2.5. 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.
 - 3.6. An employee who is bumped out of a position is considered as being laid off when bumped and is then entitled to his/her/their bumping rights as described herein.
 - 4.7. 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.
 - 5.8. 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.
 - 6.9. Employees who bump into different positions a new classification shall be subject to a six (6)-month trial service period. 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) twenty-four (24)-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) twenty-four (24) 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-different (per 14.4.C.1) classification and with the same or lower regardless of the FTE of the position last held, according to the principle of seniority; provided that the employee is qualified for the available position, except per 14.4.C.1.

1. ~~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 and via email and telephone. Employees who fail to respond within ten (10) business days of ~~mailing of the recall notice~~ being notified shall be considered to have quit and shall have their names removed from the recall list.
 - ~~1.2.~~ Employees may turn down a notice of recall one (1) time and remain on the recall list for the duration of the recall period. If an employee turns down a second and subsequent notice they will be permanently removed from the list.
 - ~~2.3.~~ 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.~~
 4. 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.
 - ~~3.5.~~ Employees shall have up to twenty-one (21) days to report to work after a recall, so long as they have met A.14.4.D.1
- 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, with the exception of 14.4.C.1.

ARTICLE ~~14~~15 - 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 thirty (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. - All -employees shall be paid twice a month.

B.C. Part-time employees who have been assigned by their supervisor (and documented with a Career Status Form) to work hours in excess of their FTE for one (1) month or longer shall have all accruals and benefits increased commensurately for the duration of the assignment, not to include employees who voluntarily pick up extra hours in other buildings.

Section 2: Overtime: Overtime is defined as work assigned and authorized in advance and in writing by the supervisor/department head, except for emergencies, that is in excess of forty (40) hours per week. Employees must stay within FTE based upon the operational requirements of the Employer. All overtime must be approved by Library Manager, District Manager, or Department Head.

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 approved in advance by the immediate supervisor/Library Manager, District Manager or Department Head 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 annually on the first pay date in December or 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 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 annually on the first pay date in December or upon 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. ~~TPaid~~ time for paid leaves – including shared leave, inclement weather leave, emergency closure leave, sick leave, bereavement leave, jury duty, vacation leave, military leave, and federal holidays and personal 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 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 if a TRL vehicle is not available between buildings or to the library building other than their assigned location, if the distance is greater.

Section 4: Sunday Hours:

Should the Board of Trustees determine Sunday hours are an operational requirement of any library facility's open hours, aA. — All authorized work performed on Sundays shall be compensated at the employee's basic rate of pay. If an employee works full-time FTE and is scheduled on Sunday, they shall be scheduled to work a full day even if the building is closed.

- ~~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 ~~15-16~~ - HEALTH AND WELFARE/RETIREMENT

Section 1: Effective January 1, ~~2017-2020~~ through December 31, ~~2017~~2022, the Employer shall contribute 100% - a maximum of \$700 per month for a 1.0 FTE employee toward the payment of group medical insurance premiums for the individual employee for medical insurance chosen by the employees from those offered by TRL through Association of Washington Cities (AWC) for Regular Full-Time Employees. Employees, working a regular schedule of twenty (20) or more, but less than forty (40) hours per week will have their medical insurance premiums for the individual employee paid at a pro-rated allotment, based on the highest medical premium available that calendar year.

~~Effective January 1, 2018 through December 31, 2018, the Employer shall contribute a maximum of \$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 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 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 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 32: Effective January 1, ~~2016-2020~~ through December 31, ~~2019-2022~~, 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. Should an employee experience a medical emergency during the year, they can submit a request to Human Resources to have the remaining employer contributions for the calendar year deposited into their Health Savings Account.

Section 43: Effective January 1, ~~2017-2020~~ through December 31, ~~2019-2022~~, the Employer shall pay up to 100% of monthly group dental insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

Section 54: Effective January 1, ~~2017-2020~~ through December 31, ~~2019-2022~~, the Employer shall pay up to 100% of monthly group life insurance and accidental death and dismemberment insurance premiums through AWC coverage for all regularly scheduled employees only.

Section 65: Effective January 1, ~~2017-2020~~ through December 31, ~~2019-2022~~, the Employer shall pay up to 100% of monthly group vision service plan insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

Section 76: Effective January 1, ~~2017-2020~~ through December 31, ~~2019-2022~~, the Employer shall pay monthly rate 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 87: 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 ~~16-17~~ – 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. Under no circumstances will an employee receive less than one (1) hour of sick leave for every forty (40) hours worked. Sick leave shall not accrue during leaves of absence without pay or layoffs.

Section 3: ~~Sick leave shall be granted for the following reasons:~~An employee is authorized to use paid sick leave for the following reasons:

- A. An absence resulting from an employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative care.
- B. To allow the employee to provide care for a family member (as defined in Section 16.4 below) with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventative medical care;

- C. When an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;
- D. An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW;
- E. 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 one (1) hour per month for routine medical and dental appointments.

Section 4: The family members to whom this section applies include:

- A. A child, including a biological, adopted or foster child, stepchild or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A domestic partner;
- E. A grandparent;
- F. A grandchild;
- G. A sibling; or
- H. Any person living with or legally dependent upon the employee.

- ~~A. Personal illness or physical incapacity.~~
- ~~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.~~

~~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 ~~verification that the employee's use of paid sick leave is for a purpose authorized under RCW 49.46.210 or this Agreement. 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~~ verification may be required for any absence of more than three (3) ~~or more~~ consecutive workdays. Any Library-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

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 ~~17-18~~ – 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:

<u>Years of Service</u>	<u>Hours per Year</u>	<u>Days per Year</u>
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1	96	12
2	104	13
3-4	112	14
5-7	120	15
8-9	128	16
10-15	160	20
<u>16-20</u>	<u>176</u>	<u>22</u>
<u>21+</u>	<u>200</u>	<u>25</u>

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 ~~five (250)~~ days per year or ~~one hundred sixty (160)~~ two hundred (200) 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.~~ Employees may exceed the maximum accrual during the calendar year provided their vacation leave bank is not over the maximum accrual after the last pay period of the calendar year is processed. Earned vacation hours in excess of two hundred forty (240) will be converted to sick leave bank with the December 16th-31st pay period.

Section 5: When employees 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. The maximum amount of accumulated vacation leave that can be paid out to employees is two hundred forty (240) hours prorated by their FTE. Employees separating due to retirement from TRL may elect to use ~~remaining up to two weeks of~~ vacation leave after their last day of work, ~~or and~~ take cash payment of any remaining leave at current rate of pay, ~~at the employee's choice, not to exceed the maximum amount of two hundred forty (240) hours prorated by the employee's FTE.~~

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 – BEREAVEMENT LEAVE/OTHER LEAVES

BEREAVEMENT LEAVE:

Section 1: Upon the death of the following relatives of a regular~~an~~ employee, to wit:

- A. –spouse, domestic partner (with signed affidavit), child, step-child, child-in-law, foster child, ward, grandchild, parent, grandparent, step-parent, parent-in-law, foster parent, guardian, in loco parentis, sibling, step-sibling, sibling-in-law regardless of their residence;~~brother, sister, child, foster child, stepchild, ward, grandchild, grandparents, or a~~
- B. Any person living with or legally dependent upon said employee;
- C. or the death of any~~Any~~ of the above-listed relatives of the spouse, or domestic partner (with signed affidavit) of said employee;
- D. Serving as the executor of a deceased party's estate;

~~–~~Bereavement leave with pay will be granted up to five (5) working days as defined by the employee's regular working schedule 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: With the approval of a Library Manager or Department Head, a regular employee may take up to one-half (1/2) day of bereavement leave with pay to attend the funeral services of a co-worker. Bereavement leave shall not be charged against the accrued sick leave, vacation leave or compensatory time off of the employee.

Section 3: With the approval of a Library Manager or Department Head, a regular employee may take up to three (3) working days of sick leave in a calendar year. For the purpose of attending a non-relative or friend's funeral, or that of any relative not specified in paragraph Section 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 –

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.
- C.D. Parental leave for the birth or adoption of a child.
- D.E. 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.F. 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/their 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/their sick leave balance does not fall below four hundred eighty (480) ~~one hundred seventy six (176)~~ hours, prorated for part-time equivalent. An employee may donate a maximum of forty (40) hours of sick leave to an eligible employee per year for each qualifying event. If an employee is within two (2) weeks of terminating or separating employment with TRL, they may only donate up to forty (40) hours of leave. Leave donated to an eligible

employee will not be returned to the donating employee; all unused shared leave hours can be donated to other employees seeking shared leave.

~~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~~four hundred eighty (480) hours of shared leave within a calendar year and a maximum of two thousand and eighty (2080) during ~~his/her~~their 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~~their regular rate of pay when using donated leave. ~~Leave will be transferred from the donor to the recipient on an hour-for-hour basis.; 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 – Emergency Leave: -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~~as declared by the Employer based on event need or Employer determination. 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 ~~is~~ based on their assigned shift on the day of the event. ~~FTE-No Library Manager or Department Head shall reopen any facilities that have been designated as closed by the Executive Director.~~

Section 2 – Inclement Weather: Lateness or absence due to severe weather conditions or natural disasters, ~~regardless of whether buildings are open or closed~~when a building is open, 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.

FAMILY AND MEDICAL LEAVE

Section 1 – Washington State Paid Family and Medical Leave: The Employer will pay both its share and 100% of the employee’s shares of the premium cost for the Washington State Paid Family and Medical Leave program.

Section 2 – Family Medical Leave Act (FMLA): All employees of Timberland Regional Library are qualified to benefit from the U.S. Family Medical Leave Act, regardless of the total number of staff within an individual library branch, or distance to the Service Center.

ARTICLE ~~23~~-20 – HOLIDAYS

Section 1: The following are designated as paid holidays:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor 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.~~ the employee's assigned shift for the working day the holiday falls on. When a holiday occurs on a regularly scheduled day off, the holiday time shall be prorated based on their FTE and added to that employee's vacation accrual, or the employee may receive pay at the straight-time rate at the employee's option.

ARTICLE ~~2421~~ – WAGES

Section 1: Salary rates effective January 1, ~~2017-2020~~ through December 31, ~~2017-2020~~, as shown on the attached Appendix A, shall be increased by ~~23.0%~~ over 2019.

Section 2: Salary rates effective January 1, ~~2018-2021~~ through December 31, ~~2018-2021~~ shall be increased to reflect the cost of living of the Seattle CPI-U All Items (based on June 2019 to June 2020 figures). The rate shall be no lower than one percent (1%) and no higher than three percent (3%). ~~as shown on the attached appendix A, shall be increased by 1.5%.~~

Section 3: ~~Salary rates effective January 1, 2019-2022 through December 31, 2019-2022 shall be increased to reflect the cost of living of the Seattle CPI-U All Items (based on June 2020 to June 2021 figures). The rate shall be no lower than one percent (1%) and no higher than three percent (3%). as shown on the attached appendix A, shall be increased by 1.5%.~~

Section 4: Step increases shall be in accordance with the Employee Classification and Salary Plan. (See Appendix A, Timberland Regional Library FY ~~2016-2020~~ Grade and Step Pay Plan.)

Section 5: 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.

• **Section 6 - Market Studies:** The parties agree that, in recognition of the commitment to maintain a rational and equitable compensation structure, external market surveys are necessary for comparisons. The parties agree that no less than ever two (2) years after the most recent market survey, the Union/Management Committee will meet to mutually select no more than seven (7) Classification Groups to benchmark wages and benefits against the external labor market. The Employer has one year from the date of the written request to complete the study.

ARTICLE ~~25-22~~ – OUT OF CLASS WORK/PROJECT WORK

Section 1: When employees are approved by the Library Manager or Department Head~~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.**~~

Section 3 – Career Development: Career development work is defined as a short-term (no longer than 1 year) project designed to allow staff to increase existing job skills and experience in TRL. Examples of these types of projects include serving on a project group within an existing work group, assisting in an implementation of a new service or process, etc. Career development work falls within the “other duties as assigned” clause in every TRL job description. These projects would be determined by the staff member’s supervisor, with the review and approval of the appropriate manager and Human Resources. Such work will be noted in the employee’s file.

Section 4 – Premium Project Pay: Premium projects are longer-term projects (that do not fall within TRL’s “other duties as assigned clause) in which employees are assigned by mutual agreement with the Executive Director or Department Head to design and implement district-wide initiatives. Employees who are designated to implement said initiatives shall be paid their normal salary plus three percent (3%). This higher rate of pay shall be retroactive to the first day of assignment. Such work will be noted in the employee’s file.

Section 5 – Bilingual Pay: Eligible employees that possess bilingual fluency in a TRL-approved non-English language, and who use their bilingual skills in the performance of official duties, shall receive bilingual incentive pay as indicated herein: \$75.00 per month for bilingual language fluency.

Eligibility requirements:

- A. The Employer shall determine if bilingual pay shall be utilized, the language(s) that bilingual skill is payable for and the number of employees eligible for bilingual pay.
- B. Bilingual language fluency eligible employees are those who have taken and passed a language fluency test and/or employees who have self-identified bilingual fluency that has been demonstrated on the job.

Section 6 – Reclassification Review: A regular employee who considers their position within the Timberland Regional Library classification and salary plan to be improperly classified shall submit a request in writing for review of the position to their supervisor stating the specific reasons and justification for the request. The supervisor shall determine the appropriate action to be taken, if any. Should an employee’s request result in a reclassification, any increase in pay would be retroactive to the date the request was submitted.

ARTICLE ~~26~~23 - 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 or electronic repository as determined by the Employer.

ARTICLE ~~27-24~~ - 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 ~~28-25~~ - 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 ~~2926~~ - 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. The workplace shall be in compliance with the standards set by the Washington State Department of Labor and Industries, and other applicable state and federal laws, and employees shall comply with safe work practices.

The employer acknowledges its obligation to strive to provide a work environment that is safe, free from hazards, and environmentally responsible. The employees have a duty to work in a safe manner, follow the Employer's safety rules and procedures and to report unsafe conditions or acts to their supervisor or another supervisor if their own is not available.

Additionally, –Aa 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 ~~30-27~~ - TERM OF AGREEMENT

Section 1: The terms of this Agreement shall become effective January 1, ~~2017-2020~~ and shall remain in effect through December 31, ~~2019~~2022.

Section 2: Successor negotiations will commence not later than September 1, ~~2019~~2022. 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 _____, _____.

WSCCCE Representative

~~Executive~~Library Director

WSCCCE Representative

President, Board of Trustees