

2010 – 2012

LABOR AGREEMENT

BY AND BETWEEN

KING COUNTY LIBRARY SYSTEM

And

**WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,
AFL-CIO, LOCAL 1652-LM**

PREAMBLE

THIS AGREEMENT is entered into by and between the King County Library System (hereinafter referred to as Library or Employer, interchangeably) and Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local #1652-LM (hereinafter referred to as Union).

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Pursuant to R.C.W. 41.56, the Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees in the Maintenance Department, excluding supervisory and confidential employees, pursuant to Public Employment Relations Commission case number 12634-E-96-02120.

ARTICLE 2 - UNION SECURITY

All employees, on or before the 30th day following the date of execution of this agreement (for new hires this shall be on or before the 30th day of employment) shall either become and remain members in good standing in the Union or shall pay to the Union an amount equal to the monthly Union dues unless they choose to exercise their rights pursuant to State or Federal Law which shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. Any changes in Union membership status shall be made with sixty (60) days notice to the Library's Manager for Business and Finance.

ARTICLE 3 - UNION ACCESS/BUSINESS

A. Union Access/Business

The Union will send a letter to Human Resources listing the names of its Local officers and stewards.

Meetings may be scheduled from time to time between labor and management that involve issues of mutual concern (e.g. grievance, discipline, etc). Normally such meetings will be scheduled at the beginning or toward the end of the work shift. Individual employees participating (limit of two) who are designated shop stewards and officers will be allowed to attend without loss of pay.

Except as provided herein, Library work hours shall not be used by employees or Union Representatives to conduct Union business. The Staff Representative of the Union may visit the central (or community library) work location of employees covered by this Agreement for administration of this Agreement.

B. Contract Negotiations:

Contract negotiation sessions will be established by mutual agreement and generally during non-working hours. If a meeting is held during working hours, the Library will allow up to two staff members to participate without a reduction in the member's regular rate of pay, unless otherwise mutually agreed. No overtime (payment or comp time) shall be granted for attendance at negotiations or other Union meetings held during times outside normal work hours.

C. Bulletin Boards, Library Mail System, Pagers and Cellular Phones

The Employer will permit the use of existing bulletin boards at the Maintenance Shop and one Bulletin Board in the Maintenance room at the Bellevue Library for the posting of official Local union notices. All notices shall be signed by the Staff Representative, or employee who is a Local officer, prior to the posting such notices.

The Library internal mail system may be used to send notices of Union meetings and bulletins to be posted. Pagers and cellular phones are for Library business only. However, pagers and cellular telephones may be used by the Staff Representative if necessary to make an appointment with bargaining unit member(s) as long as these calls do not disrupt work. Return calls shall be made only on landlines preferably during non-work hours but may be made during work hours but shall not exceed ten (10) minutes in duration.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation to provide the highest quality of service in an efficient and economical manner. The Union further recognizes the right of the Employer, among other actions, to operate and manage its facilities, including the right to determine standards of performance and maintain order and efficiency; to direct employees and determine job content, job assignments; to determine the systems, methods, materials and equipment to be used; to implement improved operational systems, methods, procedures and equipment; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to assign work and contract for goods and services; to select and hire employees; to promote or transfer employees; to progressively discipline or discharge employees; to lay off employees for lack of work or other legitimate reasons; to recall employees; to assign overtime work to employees and to promulgate rules, regulations and personnel policies, except as may be limited by the express provisions of this agreement. It is understood that the exercise of management rights as set forth in Article 4 shall not be subject to grievance, except as limited by an express provision of this Agreement as set for in other Articles.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

The Employer may progressively discipline or discharge any post probationary employee for cause.

Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request to have a Union representative present. Unless immediate attention is required, an employee may request to have a Union representative of the employee's choice. If an emergent situation exists, it is recognized that an employee may not insist that a particular representative be present. The Union representative shall be available within a reasonably prompt timeframe.

Disciplinary action or measures may include written warning, suspension, demotion, probation, and discharge. Other disciplinary measures may be implemented by mutual agreement of the employee and Employer.

ARTICLE 6 - UNIFORMS

The Employer shall provide jeans, shirts, coveralls and three (3) coats for employees covered by this agreement, so that appearance is uniform and easily identifiable in the workplace.

Uniforms shall be worn during regular working hours, and while performing overtime work. Any uniform clothing provided by the Library System shall not be worn during off-duty hours other than during the normal course of commuting. Employees will be dressed in uniforms and ready to work at the time their shift begins. Changing into and out of uniforms may be done at the maintenance shop before or after the work shift. Up to fifteen (15) minutes may be allowed at the end of the scheduled work shift for clean up and completion of necessary paperwork.

Employees shall receive up to \$ 250.00 reimbursement each calendar year to assist employees in the purchase of safety boots (which shall be worn on the job), rain gear or other approved work clothing or equipment. It shall be the employee's responsibility to ensure that footwear (e.g. safety boots) worn on the job meets Washington Safety Health Act (WISHA) requirements and is worn when such footwear is legally required.

ARTICLE 7 - GRIEVANCE PROCEDURES

A procedure is hereby established as a means to resolve grievances. The Union and Employer agree that the grievance procedure shall be the sole and exclusive method for resolution of disputes between an employee and the Library or the Union and the Library for all claims of breach and/or violations of the Labor Agreement. A grievance shall be defined as a claim or dispute by an employee or the Union on behalf of an employee or group of employees with respect to a violation of the express provisions of this Agreement. If the parties mutually agree, the timelines set forth may be extended on a case by case basis. If a grievance is not presented by the employee or the Union within the time limits set forth below, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's answer. If the Employer does not answer a grievance within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The parties agree to make every effort to address grievances promptly at the earliest stage in the process.

Step 1 A grievance shall be presented in writing by the aggrieved employee and/or the Union within ten (10) working days of the incident giving rise to the alleged contract violation to the Maintenance Supervisor, or designee. The Maintenance Supervisor should consult and/or arrange a meeting with the employee if necessary to address the grievance. The Maintenance Supervisor shall answer the grievance within ten (10) working days after receipt of the grievance.

Step 2 If not resolved above, the grievance shall be submitted in writing to the appropriate Administrative Planning Team (APT) member, or designee, by the Union within ten (10) working days following the completion of Step 1. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall be arranged within ten (10) working days with the Administrative Planning Team member and the grievant. Following that meeting, the Administrative Planning Team member shall give a written response within ten (10) working days of the completion of the meeting.

Step 3 If not resolved above, the grievance shall be reduced to writing and submitted by the Union to the Library Director or his designee. A meeting shall be arranged within ten (10) working days between the Library Director, the grievant and the Union. The Library Director or his/her designee shall then submit a decision, in writing, on the grievance within ten (10) working days from the completion of the step 3 meeting. Copies of the decision shall be provided to the grievant and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by both parties.

Termination Grievances: Grievances concerning the termination of an employee shall be initiated at Step 2. If such a grievance is not resolved at Step 2, the Union may submit the grievance to the Library Director or designee. A meeting shall be arranged within ten (10) working days between the Library Director (or designee), the grievant and the Union. The Library Director shall then submit a decision, in writing, on the appeal of the grievance within ten (10) working days from the completion of the meeting. Copies of the decision shall be provided to the grievant and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by both parties.

Step 4 In the event the decision reached by the Library Director or his/her designee is unsatisfactory to the Union, the grievance may, within fifteen (15) working days after receipt of the Library Director's decision, be submitted to arbitration. It shall be understood that the Library Director shall be the last step of the grievance procedure for discipline grievances involving a written warning. Suspension without pay, demotion, disciplinary probation, and discharge are subject to grievance arbitration. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names shall be requested from the American Arbitration Association. The parties shall alternately strike names, beginning with the respondent, until one (1) name remains, that person shall serve as the arbitrator. If referred to arbitration:

- (1) the arbitrator's decision shall be final and binding;
- (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and
- (3) the arbitrator shall render a decision within thirty (30) days after the hearing has been concluded or after the submission of post-hearing briefs by the parties (whichever is later).

It is agreed that the expenses and fees of the Arbitrator shall be paid by the non-prevailing side. In a situation where the decision is not clearly one way or the other, the arbitrator shall establish

percentages for payment purposes. The Library and the Union shall bear the cost of presenting its own case (including attorneys' fees).

Election of Remedies: All grievances should be resolved through the grievance procedure. Processing a grievance by the Union or employee shall constitute an election of remedies and a waiver of other administrative remedies. The arbitration step of this grievance procedure shall not apply to any matter that pre-dated the effective date of the Agreement.

ARTICLE 8 - WAGES

All regular full-time Maintenance Workers and Automated Material Handling Specialists shall be compensated at a Grade 12 and 15, respectively, of the Library's salary schedule effective January 1, 2010. Employees shall be moved to the next step in the Grade on the first day of the first month following their anniversary date, provided that the employee's performance evaluation is satisfactory.

Effective January 1, 2010, the applicable salary schedule shall be adjusted the same as the applicable salary schedule in effect for library employees generally or, if different, the adjustment contained in the Local 1857 Main Unit agreement.

Effective January 1, 2011, the applicable salary schedule shall be increased by 1.75% as recognition of the elimination of a premium for work on Sundays.

After implementation of the 1.75% salary increase for Sunday Premium buyout, effective January 1, 2011, the new applicable salary schedule shall be adjusted the same as the applicable salary schedule in effect for library employees generally (excluding any adjustment to a buyout of Sunday premium and except as modified if the main unit contract is reopened).

Effective January 1, 2012, the applicable salary schedule shall be adjusted the same as the applicable salary schedule in effect for library employees generally or, if different, the adjustment contained in the Local 1857 Main Unit agreement.

Notwithstanding the above, if the voters approve lifting the Levy Lid (as imposed by Washington State Initiative 747) in the Referendum on February 9, 2010, either party may reopen Article 20 for the purpose of wage negotiations. To reopen, the desiring party must deliver written notice to the other party at least sixty (60) days prior to September 1, 2010 or thirty (30) days after the certification of the election results, whichever is later. If notice is given, bargaining will begin September 1, 2010.

ARTICLE 9 - HOURS OF WORK

Subject to the limitations set forth below, the Employer retains the right to establish hours of work and work schedules.

1. The work week shall consist of a seven (7) day period, which shall begin at 12:01 A.M. Sunday morning and ends at midnight Saturday night.
2. For each day worked, the Library will provide one-half hour paid meal period. No additional pay shall be received until an employee works more than 40 hours in the employee's work week.
3. The Employer may continue to assign employees to ten (10) hour days and such assignment shall not be limited to daylight savings time months.
4. Holidays for employees working ten (10) hour days must be recorded for time keeping purposes as eight (8) holiday hours and two (2) vacation or comp time hours.
5. Sunday work hours shall be compensated at one and one-half times the employee's regular rate of pay. Should the Local 1857 CBA language put into effect that effective January 1, 2011, Sunday work hours shall be compensated at the employee's regular rate of pay, this contract will follow the same agreement to transition to this new Sunday pay, effective January 1, 2011, and receive a special adjustment of 1.75% made to the 2010 salary schedule before any General Wage Adjustment is considered.
6. Except in cases of emergency, employees shall be granted not less than four weeks advance notice of schedule change, unless otherwise agreed.
7. Split shifts may be worked if agreed between the employee and supervisor.

ARTICLE 10 - ON CALL

A minimum of six (6) non-probationary employees shall be included in the on-call rotation. Based on an annual assessment, management will determine whether or not an employee in the succeeding twelve (12) months of employment may be in the on-call rotation. The aforementioned assessment shall be based on 1) the employee's overall technical skills, 2) ability to problem solve in emergency situations, and 3) maintaining good work relations with customers (i.e. Library Staff). Because this assessment is covering skills over and above minimum requirements, employees not eligible for the on-call rotation shall not be considered disciplined based on such assessment. Volunteers will first be sought by management to be included in the on-call rotation. In the event a minimum of six (6) employees do not volunteer for on-call duties, management shall retain the right to assign all employees to the on-call rotation, subject to the twelve (12) month assessment above. On-call employees will continue to be assigned on a rotation basis and such employees shall receive additional compensation as follows:

1. One hour times the employee's regular rate of pay for each night
2. One and one-half (1 ½) hours times the employee's regular rate of pay for Saturdays, Sundays and Holidays if not scheduled to work that day.

The above is to provide compensation for being readily accessible and the need for an employee to be available and ready to respond to emergencies.

For any shared responsibility on call by two or more employees, compensation shall be appropriately pro-rated. Trading between two (2) employees, or substitution of on-call assignments, is allowed as long as management is given adequate advance notice.

If it is determined that there needs to be a backup list of on-call employees, such assignments shall be on a voluntary basis.

Employees called-out shall be compensated a minimum of two (2) hours at the employee's time and one-half (1-1/2) rate of pay; provided, however, this provision shall not be applicable to a shift extension or during regular shift of any employee.

Employees scheduled to work Saturdays, Sundays, and/or holidays shall not receive the additional on-call compensation cited above for those days they are working and not on call.

ARTICLE 11 - INSURANCE BENEFITS

The Employer shall continue to provide the fully paid Medical, Dental, Life and Long-Term Disability Plans for the employees. The employee shall pay the full premium for Medical and Dental coverage for dependents the employee elects to have covered. Changes in any insurance benefits for members of the bargaining unit will be made on a similar basis as for other employees of the Library.

ARTICLE 12 - SICK LEAVE

All regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each month of employment including the probationary period of employment; provided that employees shall not be eligible to utilize sick leave accruals until after the completion of three (3) consecutive months of regular full-time employment.

An employee shall promptly report to his/her Supervisor any condition or anticipating condition necessitating the use of sick leave and shall keep their Supervisor informed of the duration of the employee's absence.

Usage of sick leave and sick leave credit at termination, retirement and after 1200 hours accumulation shall be administered pursuant to attached KCLS Policy and Procedure No. 500.10, unless negotiated otherwise.

ARTICLE 13 - VACATIONS

Vacation accumulation shall be administered pursuant to attached KCLS Policy and Procedure No. 500.05, unless negotiated otherwise, on the same basis as is generally in effect for other non-exempt employees of the Library.

ARTICLE 14 - HOLIDAYS

Holiday benefits shall be administered on the same basis as is generally in effect for other employees of the Library pursuant to attached KCLS Policy and Procedure No. 500.25, unless negotiated otherwise.

ARTICLE 15 - OTHER LEAVES

Other leave benefits shall be administered on the same basis as is generally in effect for other employees of the Library pursuant to attached KCLS Policy and Procedure No. 500.30, No. 500.20, No. 500.45, No. 500.40, unless negotiated otherwise.

The current practice in regards to bereavement leave (the 5 day, 3 day and 4 hour time periods for specified family members or domestic partners are not deducted from leave banks) will continue. As there are a range of employee's family members, employees may use a combination of sick leave and vacation leave as bereavement leave, in addition to the above.

ARTICLE 16 - PROBATION

New bargaining unit members shall serve a probationary period during their first twelve (12) months of employment. Employees in the process of completing their probationary period at the signing of this Collective Bargaining Agreement shall be subject to completion of their original six (6) month probationary period. During this time, any disciplinary actions shall not be grievable through the grievance procedure.

ARTICLE 17 - REDUCTION IN FORCE

Authorization of Reduction. The Library in its discretion shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall be carried out based on seniority - the least senior employee shall be first laid off, etc unless management determines that a specialized skill is needed and can demonstrate that the needed skill at a higher level exceeds the general skill set of the next least senior person.

Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff and the demonstrated ability to perform the skills required for the position available. Any vacancies that occur in a bargaining unit position shall be filled through recall as long as an active recall list exists.

Employees eligible for recall shall receive thirty (30) days notice of recall. Such notice shall be by certified mail and the employee must notify the Library System of his/her intention to return within five (5) work days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the Library System with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

Any employee who is recalled shall be placed at the same salary step that he/she was at prior to being laid off with the employee being given credit for time served within that salary step. All accruals not cashed out shall be reinstated and all benefit levels reinstated (longevity, seniority, etc.).

ARTICLE 18 - HEALTH AND SAFETY

All work shall be done in a competent and professional manner, and in accord with State, Federal and Library safety codes and with policies, ordinances and rules relating to this subject.

It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment, where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonably sanitary condition.

Where required, employees will be furnished personal protective equipment by the Employer in accordance with the Employer's policy and will be required to wear said equipment when performing certain work. Failure to do so may result in disciplinary action and may result in the employee being suspended without pay pending compliance.

The Union shall have one (1) employee representative, appointed by the Union, on the Safety Committee for the Library.

When the facts, circumstances, physical evidence, physical symptoms or a pattern of performance or behavior cause management to reasonably conclude that an employee has reported to work or is working impaired, the employee shall be subject to substance screening.

ARTICLE 19 - SAVINGS CLAUSE/SUPREMACY OF AGREEMENT

This Agreement, upon ratification, supersedes and provides no contractual right to all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Any conflict between this Agreement and Library Policies and Rules shall be governed by the terms of this collective bargaining Agreement.


If any article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall on request of either party enter into immediate collective bargaining negotiation for the purpose of arriving at a mutually satisfactory resolution of such Article.

ARTICLE 20 - DURATION OF AGREEMENT

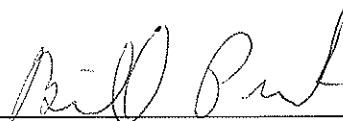
THIS AGREEMENT shall be in full force and effect from date of signing and shall continue through December 31, 2012.

FOR THE UNION (AFL-CIO)
WSCCCE Local # 1652-LM


FOR KING COUNTY LIBRARY SYSTEM
King County, Washington



Diana Prenguber, WSCCCE



Bill Ptacek, Director



Julius Upshur, Local 1652-LM

Dated this 23 day of February 2010

1652-LM_Agreement_2010-02-22.docx