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2020-2021

LABOR AGREEMENT

By And Between

KING COUNTY LIBRARY SYSTEM

And

WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,

AFL-CIO, LOCAL 1857-F

FACILITIES UNIT

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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 1857-F (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

- 2.1. All employees shall have the right to join the Union upon hire or thereafter. The Employer shall remain neutral when communicating with employees about Union membership and direct employees to discuss union membership with a union staff representative or designee. The Union agrees to follow all legal requirements with respect to collecting dues.
- 2.2. The Library shall provide each new employee with a Payroll Deduction Authorization card for the deduction of monthly Union dues.
- 2.3. The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 14 calendar days of the employee executing the document. Each pay period, the Employer shall provide to the Union Staff Representative and Local Union President, an electronic list of all new hires, transfers, and special assignments.
- 2.4. The Employer will require members to contact the Union to be released from the Union and the paying of dues. The Employer will only stop collecting union dues/fees upon notification by the Union, and not by the individual employee, of the fact that the member has complied with the Union's withdrawal process. .
- 2.5. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee on account of membership or non-membership in the Union.
- 2.6. For current Union members and new members electing membership, the Employer shall deduct, once each month, 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. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically. Upon the written authorization of any public employee within the bargaining unit, the Library shall deduct from the pay of the

public employee the monthly amount of dues as certified by the secretary of the Washington State Council of County and City Employees and shall transmit the same to the treasurer of the Union. Provided that the authorization is not otherwise limited, prior authorization of dues withholding for 1857P and 1857S shall be considered authorization for dues withholding for 1857-F. The Union agrees to indemnify, defend (through legal representation agreed upon by the Union and the Employer), and hold harmless the Employer against any liability which may arise by reason of any action or inaction by Employer to comply with applicable Union Recognition and Membership articles in the collective bargaining agreements. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to Union recognition and membership clauses.

- 2.7. The Library agrees to deduct from the pay of any employee the amount provided for in a written, signed authorization for Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.). The written authorization is completely voluntary and may be revoked by the employee at any time by giving written notice to the Library. The Library agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3 - UNION ACCESS/BUSINESS

3.1. Union Access/Business

- 3.1.1. The Union will send a letter to the Director of Human Resources listing the names of its Local officers and stewards, within ten (10) calendar days of selection.
- 3.1.2. Library work hours shall not be used by employees or Union Representatives to conduct Union business, except as provided in this paragraph or by other agreement between the Union and the Library. With prior notice, the Employer will grant employees who are Union officials or stewards (up to one per meeting) reasonable time off with pay for the purpose of attending scheduled meetings with Library officials, for attending meetings at which a presence is requested pursuant to Section 5.3 of this Agreement, and for pre-disciplinary meetings, and for preparation for pre-disciplinary meetings (up to one-half hour). Nothing in this Agreement shall require that the meeting be scheduled during the Union officials' working time. If they receive phone calls from unit members during working time asking to discuss Union business, stewards or Union officials may participate in the calls for a brief period for the purposes of scheduling another time for grievance or investigation meetings.

3.1.3. The Staff Representative of the Union may visit the work location of employees covered by this Agreement for administration of this Agreement upon prior notice to the Manager of the facility or department.

3.2. Contract Negotiations:

3.2.1. Contract negotiation sessions will be established by mutual agreement.

3.2.2. Compensation for attendance at negotiations sessions shall be as follows:

3.2.3. For salaried employees, there shall be no deduction from pay;

3.2.4. Hourly employees shall be paid for their regularly scheduled hours that overlap with the time spent in the negotiation session and that overlap with the time spent traveling to and from the meeting, up to a total of two (2) hours per meeting. Hourly employees may also access the "Union Donated Leave Bank" referenced in Section 3.6 of the collective bargaining agreement, whether or not the meeting is scheduled outside the member's regular work time, so long as this does not result in overtime pay for the member.

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

3.3.1. The Union may not use the in-house email for Union business without prior written consent of the Director of Human Resources or designee, except that Union officers may use in-house email and telephone for communication with KLTCLT members and the Director of Human Resources regarding scheduling and issues pending before the Union and the Library. In addition, the Local Union President may use the in-house email system to deliver official union communications to one contact per location for the purpose of posting to the Union bulletin board.

3.3.2. 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 (1) Union bulletins regarding scheduled business meetings; (2) announcements regarding Union elections; and (3) the Union official newsletter. official Local union notices.

3.4. Human Resources Documents

The Director of Human Resources or designee will provide a copy to the Union President of any official KCLS Human Resource documents it posts on Library facility/staff bulletin boards affecting wages, hours, or working conditions of bargaining unit members.

3.5. Monthly Union Information Report

Each month the Library will provide the Union Staff representative and Local Union President a complete list of all bargaining unit members that includes: Employee name, home address, personal phone, if available, personal email, if available, hire date in the current bargaining unit, job classification, department, seniority date, authorized hours, and hourly rate.

3.6. Union Donated Leave Bank

The Library will permit the creation of a Leave Bank, funded by unit employee's donations, to be used by Union officials, Shop Stewards, and bargaining committee members. Each year, during April and October, unit employees will have the option of donating vacation time to the Leave Bank. The maximum that can be donated or used each calendar year is 500 hours. The Union designee shall note the use of Leave Bank time through the payroll system. The use of the Leave Bank time is limited to investigation of grievances, attendance at or preparation for negotiations, and meetings with Library officials, and for preparation for pre-disciplinary meetings. Employees may donate any portion of their current vacation accrual, as long as they have at least two (2) weeks remaining. Except as specified in this Agreement, the administration of the Leave Bank shall be consistent with other donated leave programs administered by the Library. Each calendar month, the Library shall provide a report of how many hours in the Leave Bank were used, which designees used the hours, and how many hours remain in the Leave Bank.

3.7. Union Meetings in Library Premises

3.7.1. The Union may hold executive board, and membership meetings in a library meeting room when available, on the same terms and conditions as other outside groups may use the meeting rooms.

3.7.2. The Union shall be permitted to book Rooms 2A and 2B at the Service Center up to one year in advance. Any such bookings shall be subject to the same terms and conditions as bookings by other outside groups, including a limitation of no more than once per calendar month and the potential for change of schedule due to KCLS needs.

3.8. New Hire Orientation

During new hire orientation, a Library employee in the role of Union representative of designee shall, at no loss of pay, be granted at least thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance. This orientation shall take place no later than thirty (30) days after hire. Should the new employee not be able to attend a KCLS group orientation, the supervisor shall facilitate and encourage a meeting between the employee and a Union representative or designee, at a mutually agreed upon

location. The Employer shall provide an electronic list of the names of employees who attended each KCLS group orientation session, their job title and work department no later than 14 calendar days after the orientation. Nothing in this Agreement shall require that the Library conduct new hire orientation.

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

- 5.1.** The Employer may progressively discipline or discharge any post probationary employee for just cause. KCLS reserves the right to use its discretion as to what level of discipline is appropriate in a given situation.
- 5.2.** Verbal warnings shall not be considered disciplinary action and documentation of such will not be placed in the employee's personnel file, unless attached to subsequent discipline.
- 5.3.** Should an employee be asked by his/her supervisor to a meeting in which the employee is being investigated for potential discipline or a pre-disciplinary meeting, the employee may request that a Union Representative be present for the meeting. The employee's request shall not unduly delay the meeting and shall not be dependent on the presence of any particular Union representative.
- 5.4.** A copy of any formal disciplinary action will be given to the employee and a copy shall also be provided to the Union. The employee shall sign and date the written copy as acknowledgment of receipt. The employee's signature thereupon shall not be construed as an admission of guilt or concurrence with the action, but rather as an indicator that he/she has been made aware in writing of the

disciplinary action taken, a statement of the facts and the corrective action required.

- 5.5. Written reprimands will not be considered by KCLS for any internal purposes after eighteen (18) months if no further incidences occur within the eighteen (18) months. If no further incidences occur within eighteen (18) months, upon written request by the employee, the Library shall remove the written reprimand from the employee's personnel file. It is recognized that the Library must retain records of all discipline. \
- 5.6. Disciplinary action will be communicated by the Employer to the employee in a nonpublic area.

ARTICLE 6 - UNIFORMS

- 6.1. 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.
- 6.2. 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.
- 6.3. 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

- 7.1. 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.

7.1.1. Step 1: A grievance shall be presented in writing by the aggrieved employee and/or the Union within fourteen (14) calendar days, excluding holidays, of the incident giving rise to the alleged contract violation to the Facilities Manager, or designee. The Facilities Manager should consult and/or arrange a meeting with the employee to address the grievance. The Facilities Manager shall answer the grievance within sixteen (16) calendar days after receipt of the grievance.

7.1.2. Step 2: If not resolved above, the grievance shall be submitted in writing to the appropriate Administrative Planning Team (KLT) member, or designee, by the Union within fourteen (14) calendar days, excluding holidays, following the completion of Step 1 or the imposition of discipline. 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 fourteen (14) calendar days, excluding holidays, with the Administrative Planning Team member, the grievant, and the Union. Following that meeting, the Administrative Planning Team member shall give a written response within sixteen (16) calendar days of the completion of the meeting.

7.1.3. Step 3: If not resolved above, the grievance shall be reduced to writing and submitted by the Union to the Library Director or designee within fourteen (14) calendar days, excluding holidays, following receipt of the written Step 2 response. A meeting shall be arranged within ten (10) working days between the Library Director or designee, the grievant and the Union. The Library Director or his/her designee shall then submit a decision, in writing, on the grievance within sixteen (16) calendar days, excluding holidays, 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.

7.2. Mediation

The parties may jointly request mediation within fourteen (14) calendar days, excluding holidays, of issuance of the Director's response in Step 3. Such request shall be in writing and the Step 3 grievance shall be attached to the request, which shall be filed jointly and signed by the President of the Local and the Library Director, or designee. The purpose of mediation shall be to facilitate resolution of the grievance regarding interpretation of contract language. The

location and time(s) for any mediation meeting shall be by mutual agreement of the parties in consultation with the assigned mediator. At any time during the mediation process, either party may, by written notification, terminate the mediation.

7.3. Arbitration

7.3.1. Appeal Procedure: In the event the decision reached at Step 3 is unsatisfactory to the Union, the grievance may, within twenty-one (21) calendar days, excluding holidays, after the receipt of the Step 3 decision, be submitted to arbitration. It shall be understood that Step 3 shall be the last step of the grievance procedure for disciplinary action up to and including 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 alternatively strike names, beginning with the respondent, until one (1) remains, and that person shall serve as the Arbitrator. If referred to arbitration:

7.3.1.1. The Arbitrator's decision shall be final and binding;

7.3.1.2. 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

7.3.1.3. The Arbitrator shall render a decision within thirty (30) calendar days after the hearing has been concluded or after the submission of post-hearing briefs by the parties (whichever is later).

7.3.2. Expenses and Fees: 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 each bear the cost of presenting its own case (including Attorneys' fees).

7.4. Election of Remedies

All grievances should be resolved through the grievance procedure. Processing a grievance by the Union or employee through the grievance procedure 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

- 8.1.** All employees recognized as part of the bargaining unit shall be compensated based on the Library's salary schedule for Local 1857-F Facilities employees (see Appendix A).
- 8.2.** Employees shall be moved to the next step in the Grade on the first day of the first payroll period following their anniversary date, provided that the employee's performance evaluation is satisfactory.
- 8.3.** Effective January 1, 2020, the applicable salary schedule shall be adjusted to match the non-represented salary schedule.
- 8.4.** Effective January 1, 2020, the applicable salary schedule shall be shall be increased the same as the applicable salary schedule in effect for library employees generally, but no less than two percent (2%).
- 8.5.** Effective January 1, 2021, the applicable salary schedule shall be shall be increased the same as the applicable salary schedule in effect for library employees generally, but no less than two percent (2%).
- 8.6.** Wages assigned to bargaining unit classification changes and new classifications shall be established by the Employer. The Union will be provided a copy of such change and/or assignment of new classification. In the event the Union desires to negotiate regarding such changes or new classifications, the Union shall notify the Human Resources Manager in writing within two (2) weeks after notification.

ARTICLE 9 - HOURS OF WORK

- 9.1.** Subject to the limitations set forth below, the Employer retains the right to establish hours of work and work schedules.
 - 9.1.1.** 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.
 - 9.1.2.** 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.
 - 9.1.3.** The Employer may continue to assign employees to ten (10) hour days and such assignment shall not be limited to daylight savings time months.
 - 9.1.4.** 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.

- 9.1.5. Sunday work hours shall be compensated at one and one-half times the employee's regular rate of pay.
- 9.1.6. Except in cases of emergency, employees shall be granted not less than four weeks advance notice of schedule change, unless otherwise agreed.
- 9.1.7. Split shifts may be worked if agreed between the employee and supervisor.

ARTICLE 10 • ON CALL

- 10.1. 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:
 - 10.1.1. One hour times the employee's regular rate of pay for each week night
 - 10.1.2. One and one-half (1 ½) hours times the employee's regular rate of pay for Saturdays, Sundays and Holidays.
- 10.2. 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.
- 10.3. It is understood that an employee who lives on Vashon Island, shall not be included in the on-call rotation but shall be called first to respond to emergencies at the Vashon Library instead of the normal on-call employee.
- 10.4. If it is determined that there needs to be a backup list of on-call employees, such assignments shall be on a voluntary basis.
- 10.5. 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.

- 10.6. 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

- 11.1. Continuing through December 31st, 2021, the Employer will offer to bargaining unit staff the same options for health insurance that it offers to unrepresented employees, including a Premera Blue Cross Heritage Plan, a Premera High Deductible Plan, and a Kaiser Foundation Health Plan, with the same costs, terms and conditions. The choices will include the options of participating in Section 125 Health and Dependent Care FSAs. Employees shall pay 3% of the total premium for employee coverage, except that the Employer shall pay the full premium for employee coverage under the High Deductible Plan.
- 11.2. The employee shall pay the full premium for Medical and Dental coverage for dependents the employee elects to have covered.
- 11.3. No later than August 15th of each year, the Employer will provide information from its health insurance vendors regarding potential changes in plans or costs for the following plan year to the Union. The Union shall inform the employer if it desires to meet to review the changes and discuss alternatives. If such a meeting is requested, it shall occur no later than August 30th. At the Employer's option, representatives of other bargaining units may be included in this meeting.
- 11.4. For the 2018 plan year and subsequent years, if the Employer intends to increase either the out of pocket maximum or deductible by more than 5%, or intends to alter any copays, the Union shall have the right, upon written request, to negotiate regarding plan design changes. Any such negotiations must be completed by October 15th before the start of the plan year.

ARTICLE 12 • SICK LEAVE

- 12.1. 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.
- 12.2. 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.

12.3. Usage of sick leave and sick leave credit at termination, retirement and after 1200 hours accumulation shall be administered pursuant to the KCLS Leave & Pay Guide.

ARTICLE 13-VACATIONS

Vacation accumulation shall be administered pursuant to the KCLS Leave & Pay Guide, 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 in effect for other employees of the Library pursuant to KCLS policy, which includes the list of designated holidays below and eligibility and procedures for receipt of one (1) floating holiday per calendar year.

List of designated holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

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 the KCLS Leave & Pay Guide unless negotiated otherwise.

Other leaves include:

- Bereavement
- Medical leave
- Unpaid leave
- Military leave
- Court leave
- Jury duty
- Leave transfer
- Inclement Weather/Natural Disaster Leave

Inclement Weather/Natural Disaster Leave. Regular unit employees shall receive up to eight (8) hours per calendar year of Inclement Weather/Natural Disaster Leave to use to replace scheduled hours that they cannot work because of inclement weather or natural disaster when the library system is closed, or when the Director, or designee, determines that it is unsafe to travel to a location at which the employee is needed. Inclement Weather/Natural Disaster Leave may also be used when an employee is required to avoid work because of a pandemic although the employee is not sick. Unused Inclement Weather/Natural Disaster Leave will roll over into the next calendar year, capped at 16 hours total. Inclement Weather/Natural Disaster Leave will not be paid out upon separation.

ARTICLE 16 • PROBATION

New bargaining unit members shall serve a probationary period during their first six (6) months of employment. The probationary period may be extended by the Employer for up to six (6) months beyond the initial period with written notice to the employee and the Union specifying the reasons. Such probationary employees serve at the will of the Employer and may be discharged from employment without recourse to the grievance procedures. All employees retained after the expiration of their probationary period shall become regular status employees.

ARTICLE 17 • REDUCTION IN FORCE

- 17.1. 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 solely on seniority - the least senior employee shall be first laid off, etc. Should the seniority of any two (2) or more employees be equal, the affected employees shall draw lots.
- 17.2. 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.
- 17.3. 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 seven (7) calendar 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.

- 17.4.** 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

- 18.1.** 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.
- 18.2.** 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.
- 18.3.** 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.
- 18.4.** The Union shall have one (1) employee representative, appointed by the Union, on the Safety Committee for the Library.
- 18.5.** 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

- 19.1.** 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.
- 19.2.** 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 - RETIREMENT

During the term of this Agreement, employees shall continue to participate in the Washington State Public Employees' Retirement System in accordance with and subject to the provisions of the statutes of the State of Washington now applicable or as they may hereafter be amended.

ARTICLE 21 - NONDISCRIMINATION

Any claim of unlawful discrimination shall be pursued through the complaint resolution procedure set forth in the KCLS Employee Handbook. The claim shall be made by the employee, on his/her own behalf or by the Union, on behalf of the employee.

ARTICLE 22 - PERSONNEL FILES

- 22.1.** The Human Resources Department maintains official personnel records and files. Materials placed in an employee's official personnel file after his/her date of hire shall be available for review by the employee with the Library Human Resources Director or designee at a mutually agreeable time.
- 22.2.** An employee shall be notified by his/her immediate supervisor or by the Library Human Resources Director when written materials that may have an adverse effect on his/her employment are placed in the employee's official personnel file. A copy of such materials shall be provided to the employee.
- 22.3.** The employee may respond in writing within fourteen (14) calendar days, excluding holidays, after receiving a copy of materials in his/her official personnel file which he/she has reviewed and judged to have an adverse effect upon his/her employment. The employee's written response shall be attached to the materials and shall become a part of his/her written personnel records.
- 22.4.** This Article shall supersede KCLS policies and constitutes the complete agreement of the parties regarding personnel files.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

- 23.1.** Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal, and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Library, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Library.
- 23.2.** The Employer agrees not to lockout employees during the term of this Agreement.

- 23.3.** In the event of a violation of this Article the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution and By-laws.
- 23.4.** The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE 24 - LABOR/MANAGEMENT COMMUNICATIONS MEETINGS

- 24.1.** This Article creates a Labor/Management communication procedure to initiate and enter into non-adversarial discussions regarding matters of general concern to management or employees of the Library, consistent with the purpose of this Agreement, as opposed to grievances. It is understood that any matter that has been made the subject of a formal grievance under the terms of the Labor Agreement shall be excluded from consideration under the Labor/Management communication procedure, unless mutually agreed. Further, this process is intended to supplement, rather than replace, raising issues with direct supervisors.
- 24.2.** It is further understood that (unless otherwise mutually agreed) the work of the parties under the Labor/Management communication procedure shall in no way add to, subtract from, alter, or amend the Labor Agreement. Either the Union or the Library may propose to initiate discussion on a subject of a general nature affecting the employees of the Library. Such discussions will be entered into and conducted by mutual agreement.
- 24.3.** The Labor/Management Committee will be the Staff Representative of the Union, the President of Local 1857, the Chief Shop Steward of Local 1857-F, the Director of Human Resources, an KLT member, and, if the Library chooses, one other management representative. The coordinators of the Labor/Management communication procedure will be the President of the Union and the Director of Human Resources or their designees.
- 24.4.** The Labor/Management Communications meetings shall be held monthly but may be cancelled by mutual agreement. All scheduling shall be by mutual agreement.
- 24.5.** Either party may set agenda items. With notice at one meeting, either party may expand the attendees at the next meeting to help inform the discussion.
- 24.6.** For the meetings described in Section 23.4 above, bargaining unit members will be paid for their regularly scheduled hours that overlap with the time spent in such a meeting and that overlap with the time spent traveling to the meeting from another library location, up to a total of two (2) hours per meeting. Bargaining unit members may also access the "Union Donated Leave Bank" referenced in Section 3.6 of the collective bargaining agreement, whether or not the meeting is scheduled outside the member's regular work time, so long as this does not result in overtime pay for the member.

ARTICLE 25 - RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

25.1. Employees have the right:

- 25.1.1.** To be advised of KCLS work standards, policies and procedures, to expect a uniformly applied system of Human Resources Administration.
- 25.1.2.** To know the duties and responsibilities of their classifications.
- 25.1.3.** To be given the opportunity to participate in employee orientations, trainings, and meetings.
- 25.1.4.** To be free from audio or visual recordings without his/her knowledge.
- 25.1.5.** To be free from any requirement by the Employer to submit to a polygraph as a condition of continued employment.
- 25.1.6.** To determine their level of participation in Union activities or affairs.
- 25.1.7.** To have access on KCLS Intranet to the Library's policies and procedures.
- 25.1.8.** To be informed of changes in policies or procedures in a timely fashion.

25.2. Employees have a responsibility:

- 25.2.1.** To become knowledgeable of KCLS policies, rules, and regulations.
- 25.2.2.** To submit to Fit for Duty examinations pursuant to KCLS Policy as outlined in the KCLS Employee Handbook.
- 25.2.3.** To contribute to and be supportive of a workplace with respect for other KCLS employees and free from substance abuse and harassment of fellow workers.
- 25.2.4.** To ensure that outside activities do not render the employee unable to be at work, on time, ready to perform the employee's assigned duties.
- 25.2.5.** To continue to demonstrate excellent customer service and to treat all patrons with respect.

25.3. Statutory Rights

The Employer acknowledges the statutory rights of employees to self-organization; to participate in labor organizations; and to bargain collectively through representatives of their own choosing

ARTICLE 26 - ASSIGNED VEHICLES

- 26.1. Employees have the option to park their KCLS vehicle at their home or at a KCLS location determined by mutual agreement between the Director of FMS or designee and the employee. Some locations may be exempt due to documented issues of vandalism or theft.
- 26.2. For employees who park their KCLS vehicle at a KCLS location, paid time begins when they prepare their KCLS vehicle for departure, and ends when they park their vehicle at the KCLS location. For employees who park their KCLS vehicle at home, paid time begins when they reach their first KCLS assignment, which may include an approved work-related stop, and ends when they leave their last KCLS assignment.

ARTICLE 27 - DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from date of signing and shall continue through December 31, 2021.

FOR THE UNION (AFL-CIO)
WSCCCE Local # 1857-F



Suzette Dickerson, WSCCCE

Carrie Rolph, Local 1857, President

FOR KING COUNTY LIBRARY SYSTEM
King County, Washington



Cynthia McNabb, Deputy Director of
Administrative Services

Dated this 19th day of December 2019