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2020-2021

AGREEMENT

By and Between

KING COUNTY LIBRARY SYSTEM

And

WASHINGTON STATE COUNCIL

OF

COUNTY AND CITY EMPLOYEES

AFSCME, AFL-CIO

LOCAL 1857-P

PAGE 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 the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local # 1857P (hereinafter referred to as Union).

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1. Pursuant to RCW 41.56, the Employer hereby recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time Pages, certified by the Public Employment Relations Commission as set forth in Case Number 10117-A dated November 21, 2008, and all those subsequently certified or recognized as being in the same unit. Supervisory, minors (under the age of 18), confidential, casual and all other employees shall be excluded. The bargaining unit status of new positions will be resolved by mutual agreement or by applicable procedures through the Public Employment Relations Commission.

ARTICLE 2 - UNION MEMBERSHIP

- 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. 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**

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.

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, 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.

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

Contract negotiation sessions will be established by mutual agreement.

Compensation for attendance at negotiations sessions shall be as follows:

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

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. Email and Bulletin Boards

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 KLT 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.

For this bargaining unit, the Union shall be authorized to share space on bulletin boards and clipboards already provided to the Union for other bargaining units it represents for meeting notices, election notices, Union newsletters, and contact information for stewards and union officials.

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

KCLS will permit bargaining unit pages to make donations to and withdrawals from the Leave Bank created in the Local 1857 Main Unit agreement, under the same terms and conditions as employees in the Main Unit.

3.7. Union Meetings in Library Premises

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.

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 or 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. RESPONSIBILITIES

- 4.1. The Union recognizes that the Employer has an obligation to the public to provide the highest quality of service in an efficient and economical manner. The Union further recognizes the right of the Employer: to operate and manage its facilities, including the right to classify jobs, determine standards of performance, and maintain order and efficiency; to direct employees and determine job content, job assignments; to establish work locations, work hours, and work schedules; to determine the services to be provided to the Library's constituents, systems, methods, materials, and equipment to be used; to change operational systems, methods, procedures, and equipment; to determine staffing requirements; to determine the kind and location of facilities; to determine the locations to which employees report to work; to determine whether the whole or any part of the operation shall continue to operate; to assign work and contract or subcontract for goods and services; to recruit, select and hire employees; to promote, demote, transfer, lay off, or recall employees; to progressively discipline or discharge employees for cause; to assign overtime work to employees; and to promulgate rules, regulations, and personnel policies. The exercise of management rights shall not be subject to the grievance procedure, except as limited by an express provision of this Agreement as set forth in other Articles.
- 4.2. Prior to implementation of new policies or changes during the term of the Agreement affecting wages, hours, and working conditions, the Union shall have the right to review and comment on the proposed policies/changes. The Union may respond with its comments within two (2) calendar weeks of receipt of the proposed changes.
- If the Employer does not receive comment, implementation by the Employer may occur. Upon written request of the Union during the above period, a period of negotiations will start within seven (7) calendar days.
- Sixty (60) days after the start of negotiations, implementation by the Employer may occur. However, negotiations may continue if more time is needed to address the impact of the change upon wages, hours or working conditions.
- 4.3. If a subcontracting decision involves the potential layoff of bargaining unit members, the Library shall provide the Union a description of the services to be performed and a statement of purpose supporting its consideration of subcontracting of such work. The Union will be given the opportunity to present alternatives to the subcontracting of such bargaining unit work, within thirty (30) calendar days of notification.
- 4.4. The Employer will notify the Union in the event a bargaining unit position is eliminated.

ARTICLE 5 - **DISCIPLINE AND DISCHARGE**

- 5.1. The Employer may progressively discipline or discharge any post-probationary employee for just cause¹. KCLS reserves the right to use its discretion as to what level of discipline is appropriate in a given situation.

Verbal warnings shall not be considered disciplinary action.

- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. Disciplinary action will be communicated by the Employer to the employee in a nonpublic area.

ARTICLE 6 - **GRIEVANCE PROCEDURES**

- 6.1. 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.

¹ A new employee who is in his/her probationary period may be disciplined or discharged from his/her employment without cause. An employee in his/her probationary period in a promoted position may be removed from the promoted position without cause pursuant to Article 14.3.

6.2. Definition of Grievance

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.

6.3. The following Steps shall apply:

6.3.1. 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 employee's direct supervisor, or designee. The supervisor should consult and/or arrange a meeting with the employee to address the grievance. The supervisor shall answer the grievance within sixteen (16) calendar days after receipt of the grievance.

6.3.2. Step 2: If not resolved above, the grievance shall be submitted to the manager over the direct supervisor in the chain of command, or designee, in writing by the Union within fourteen (14) calendar days, excluding holidays, 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 fourteen (14) calendar days with manager, the grievant and the Union. Following that meeting, the manager shall give a written response within sixteen (16) working days of the completion of the meeting.

6.3.3. Step 3: If not resolved above, the grievance shall be reduced to writing and submitted by the Union to the appropriate KLT member in the chain of command, or designee within fourteen (14) calendar days, excluding holidays, of receipt of the Step 2 response. A meeting shall be arranged within fourteen (14) calendar days, excluding holidays, between the KLT member (or designee), the grievant and the Union. The KLT member or designee shall then submit a decision, in writing, on the grievance within sixteen (16) calendar 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.

6.3.4. Termination Grievances: Grievances concerning the termination of an employee shall be initiated at Step 2 (Section 6.3.2 above). If such a grievance is not resolved at Step 3 (Section 6.3.3 above), the Union may submit the grievance to the Library Director or designee within fourteen (14) calendar days, excluding holidays, of receipt of the Step 3 response. A meeting shall be arranged within fourteen (14) calendar days, excluding holidays, 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 sixteen (16) calendar 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.

6.4. Mediation

The parties may jointly request mediation within fourteen (14) calendar days, excluding holidays, of issuance of the Step 3 response. 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 KLT member, 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.

6.5. Arbitration

6.5.1. 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:

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

6.5.1.2. 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

6.5.1.3. 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).

6.5.2. 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).

6.6. 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 7 - WAGES

7.1. All employees recognized as part of the bargaining unit shall be compensated based on the Library's salary schedule for Local 1857 Pages (see Appendix A).

7.2. Step Advancement: Employees shall be moved to the next step in the Grade on the first day of the first payroll period following their anniversary date.

7.3. Effective January 1, 2020, the applicable salary schedule shall be adjusted to match the non-represented salary schedule.

7.4. Effective January 1, 2020, the applicable salary schedule shall be increased the same as the applicable salary schedule in effect for library employees generally, but no less than two percent (2%).

7.5. 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 8 - HOURS OF WORK

8.1. Workweek

The workweek shall consist of a *seven* (7) day period, which shall begin at 12:01 a.m. Sunday morning and end at midnight Saturday night.

8.2. Normal workweek

The normal workweek for Pages shall be no more than twenty (20) hours per week. However, when the position is a twenty hour position, the normal workweek shall be twenty (20) hours.

8.3. Flex-time

An employee may flex his/her hours within the employee's normally scheduled work days, with the approval of the employee's immediate supervisor.

8.4. Shift Exchange

Two employees assigned to work in the same department, operational section, or Region may temporarily exchange their scheduled shifts with prior approval of the employees' immediate supervisor(s). No overtime or pay for working out of classification will be created by a shift exchange.

8.5. Schedule Change

When changing an employee's regularly scheduled hours or location, the Employer shall give as much notice as practicable, but no less than two (2) weeks' notice, unless a shorter notice is mutually agreed between the employee and the employee's supervisor(s). When disciplinary action is involved, or in the case of emergent conditions outside the Employer's control, the supervisor can temporarily change an employee's regularly scheduled work hours or location with shorter notice.

8.6. Work Location

Employees with authorized hours of sixteen (16) hours or less will be scheduled to work in one (1) location. Employees with authorized hours of

twenty (20) hours or more may be scheduled to work in no more than two (2) locations.

8.7. Rest Period

Employees who are scheduled to work a shift of at least four (4) hours but not greater than five (5) hours shall receive one fifteen (15) minute rest period during the shift, typically taken in the middle of the shift. Employees are not authorized to combine rest periods or to alter their start or quit times by eliminating the rest period(s). Employees who work a shift less than four (4) hours are not entitled to a rest period. Employees who are scheduled to work shifts greater than five (5) hours shall receive one fifteen (15) minute rest period for each four (4) hours scheduled, in addition to their meal period.

Split Shifts

Split shifts may be worked by mutual agreement between the employee and the employee's supervisor.

8.8. Meal Period

Pages will be provided a one-half hour unpaid meal period if they are scheduled to work more than five (5) consecutive hours. Employees are not authorized to combine the meal period with rest period(s) or to alter their start or quit times by eliminating their meal period.

8.9. Inclement Weather and Emergency Closings

In the event of inclement weather or emergency closures, employee hours of work will be determined pursuant to KCLS policy.

8.10. Scheduling Principles

8.10.1 Pages shall not have their regular schedules modified without mutual agreement between the Page and KCLS unless needed for sufficient coverage for business needs or for accommodation of a disability of another Page.

8.10.2 If KCLS determines that the vacant schedule will be filled, it shall notify the pages in the same community library or department. The most Senior Page with the same or lesser hour set and who has had no discipline or negative evaluations will be given the schedule. If the vacancy is not filled through the above process, KCLS may post the position outside the community library or department, including externally for a competitive selection.

- 8.10.3.** Pages may, by agreement with another Page within the same community library or department, exchange regular schedules or shifts within regular schedules once per calendar year, subject to KCLS approval.

8.11. Substitute Hours

When a substitute will be used and KCLS has at least two days' notice of the need, KCLS will first offer, through its AESOP program or equivalent (or by email for those departments that do not use AESOP), the hours to those in the Region or department in the relevant classification who are eligible for substitute hours at straight time rates. The parties acknowledge that the manager must fill the hours promptly. The Employer will bring to the Labor-Management Committee any proposed material changes in its procedures for offering substitute hours to bargaining unit employees.

ARTICLE 9 - INSURANCE BENEFITS

- 9.1.** The Employer will offer to Pages working twenty (20) hours or more the same options for health insurance that it offers to other employees, with the same costs, terms, and conditions.
- 9.2.** Through December 31st, 2017, the Employer shall maintain the same insurance benefit plans for the eligible members of the bargaining unit as it provided in 2016.
- 9.3.** Commencing January 1st, 2018 and for subsequent plan years, the Employer will offer to eligible 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.
- 9.4.** The employee shall pay the full premium for Medical and Dental coverage for dependents the employee elects to have covered.
- 9.5.** 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.

9.6. 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. For the 2018 plan year, any calculation described in the preceding paragraph regarding increases to the out of pocket maximums or deductibles, or any measurement of copays, shall be made by comparing the 2017 plans offered to unrepresented employees against the plans intended for the 2018 plan year and not the plans provided to the bargaining unit for 2017.

ARTICLE 10-SICK LEAVE

10.1. Sick leave shall be administered on the same basis as is in effect for other employees of the Library pursuant to KCLS policy (or updated to reflect changes in family leave legislation).

SICK LEAVE ACCRUAL RATES

Accrual Rate	Exempt	Non-Exempt
Part-time sick leave	.046154 per paid hour	.046154 per paid hour

ARTICLE 11 - VACATIONS

11.1. Vacation shall be administered pursuant to KCLS policy, on the same basis as is in effect for non-exempt and exempt employees of the Library, respectively.

ANNUAL LEAVE ACCRUAL CHART

Salary Grade	Length of Service	Rate of Accrual	Hours Vacation Per Year	Maximum Hrs Accumulated
Non-Exempt (Part-time)	Under 10, 400 total hours worked	1 hour per 17.4 hours worked	Example: 15 hours work per week = 45 hours vacation per year	90 hours
Non-Exempt (Part-time)	Over 10,400 hours OR after 10 years of continuous regular* employment	1 hour per 13 hours worked	Example: 15 hours work per week= 60 hours vacation per year	120 hours

* Regular = Authorized paid hours. (Substitute, temporary, unpaid absence, etc. are considered breaks in service.)

VACATION ACCRUAL RATES

Accrual Rate	*Long term Non-Exempt	Non-Exempt
Part-time vacation	.0769 per hour	.0575 per hour

* After 10,400 hours or 10 year of continuous employment with KCLS.

MAXIMUM VACATION ACCRUALS

Authorized Hours Per Week	*Long-term Non Exempt	Salary Level Non Exempt
2	16	12
3	24	18
4	32	24
5	40	30
6	48	36
7	56	42
8	64	48
9	72	54
10	80	60
11	88	66
12	96	72
13	104	78
14	112	84
15	120	90
16	128	96
17	136	102
18	144	108
19	152	114
20	160	120

* After 10,400 hours or 10 year of continuous employment with KCLS.

ARTICLE 12- HOLIDAYS

12.1. 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 in Section 12.2 and eligibility and procedures for receipt of one (1) floating holiday per calendar year.

12.2. 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

12.3. If a Page's regularly scheduled shift falls on a holiday, the Page shall be paid for all hours for which the Page was regularly scheduled on that day.

ARTICLE 13- **OTHER LEAVES**

13.1. Other leave benefits listed herein shall be administered on the same basis as is in effect for other employees of the Library pursuant to KCLS policy.

13.2. Other leaves include:

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

13.3. Inclement Weather/Natural Disaster Leave

Regular unit employees shall receive up to five (5) 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 their work location is closed or when they determine it is unsafe to travel to their work location or an alternate work location. 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 10 hours total. Inclement Weather/Natural Disaster Leave will not be paid out upon separation.

ARTICLE 14 - PROBATION PERIODS

- 14.1. All bargaining unit members shall be subject to an initial six (6) month probationary period. 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.
- 14.2. If a Page is promoted to a position outside the bargaining unit and is determined by the Employer during a six month probationary period not to be suitable for the position, or if the promoted employee requests to revert to his/her former Page position, the employee may be returned to the position from which the employee was promoted, if such position is available. If the prior position is no longer available but another vacant position in the same classification exists, the employee shall be allowed to revert to that position. If no such vacant position exists or if the employee refuses the vacant position, the employee shall be placed on the recall list pursuant to Article 15. Such employees shall retain all rights of regular status employees except the right to grieve his/her probationary status.
- 14.3. An employee who is transferred by the Library (either at the Library's initiative or at the employee's request) shall not be required to undergo a new probationary period. If the transferred employee has not completed their initial probationary period to the classification, said employee shall remain in a probationary status for the remainder of the probationary period.
- 14.4. An employee who is recalled from layoff to his/her previous classification shall not be required to undergo a probationary period upon recall unless he/she has not completed his/her probationary period.

ARTICLE 15- REDUCTIONS IN FORCE & RECALL

- 15.1. The Library shall have full discretion to allocate hours for Pages within a branch library and within a Region.
- 15.2. Seniority shall be defined for purposes of reductions in force as the most recent date of hire in an affected bargaining unit classification. If two or more employees have the same date of hire into the bargaining unit classification, the following criteria shall be used to break the tie:
 - 1st: total consecutive years of service at the Library, regardless of classification;
 - 2nd: the affected employees shall draw lots.

Each employee who is subject to a workforce reduction shall be given at least thirty (30) calendar days' notice. Any employee who is subject to a workforce reduction shall receive written notice so stating with a copy placed in the employee's personnel file. A workforce reduction shall include if the employee has authorized hours of 20 hours per week and the authorized hours are reduced by twenty percent (20%) or more per week.

15.3. No employee will acquire seniority rights for purposes of workforce reduction until completion of his/her probationary period, at which time the employee's seniority shall be retroactive to the date of hire. A regular employee who has received a temporary assignment without a break in service shall be considered a regular employee for purposes of workforce reduction. Prior to laying off bargaining unit employees, probationary, temporary, and project² employees working in an affected bargaining unit classification shall be laid off first. Further layoffs shall be made by inverse seniority within a primary work location, with the least senior Page being laid off first, provided that the remaining Pages are able to work the hours needed. The Employer shall consult with the other employees to determine whether the hours needed can be covered, and if the remaining Pages in the Region are unable to work the hours needed, the least senior Page shall be chosen for layoff that would allow full coverage of all hours by the remaining Pages.

15.4. The following procedures shall apply to regular employee(s) whose position is eliminated and to regular employees with authorized hours of 20 per week whose regularly scheduled hours are reduced by twenty percent (20%) or more per week:

15.4.1. An employee may displace the person with the least bargaining unit seniority in the employee's current Region; and

15.4.2. Should the seniority of any two (2) or more employees be equal, the following criteria shall be used to break the tie:

- 1st: total consecutive years of service at the Library, regardless of classification;
- 2nd: the affected employees shall draw lots.

15.5. All employees bumping within their current classification shall retain their current step level and salary.

15.6. All Pages who have been affected by workforce reduction shall be entitled to the following recall rights based on seniority within the affected job classification:

²"Project" employees are employees hired for a specific project with a start and end date identified when hired.

- 15.6.1.** They shall be placed on a recall list in reverse order of seniority within the affected Region. When and if regular employees on the recall list are reinstated, the order of recall shall be according to seniority, with the person with the most seniority reinstated first. The recalled Page shall work the hours available and shall not displace other Pages from hours.
- 15.6.2.** Their recall rights shall be limited to a period of eighteen (18) calendar months from the date of workforce reduction.
- 15.6.3.** Any employee with authorized hours of twenty (20) per week whose regular schedule has been reduced by twenty percent (20%) or more hours per week shall be placed on the recall list in accordance with seniority in the classification affected and shall be offered additional hours (up to a total of twenty) before other employees in the classification affected are given additional hours.
- 15.6.4.** Recalled employees shall receive written notice. To hold open the position to which an employee is being recalled, the employee must confirm his/her intent to return to the Library's employment within seven (7) calendar days of receipt of the recall notice. Employees who notify the Library of their intent to return to work, within the established timeline, must report to work within twenty-one (21) calendar days of receipt of the written recall notice. If an employee does not report to work within the timeline, he/she shall have his/her name removed from the recall list.
- 15.6.5.** A reopened or new position within the Region shall not be posted as long as there is an individual on the recall list who was laid off from that classification.
- 15.7.** Employees whose names are on the recall list will be given first notification regarding substitute hours at the location the employee worked prior to layoff. The first person to respond will be given priority for such substitute hours.
- 15.8.** Any employee who voluntarily transfers in lieu of layoff will be incorporated into the recall list for eighteen (18) months as outlined in Section 15.6. During this period, such employees shall have the right to return to a position that becomes available in the same classification with the same authorized hours in the same department or Region from which the employee was transferred. If the transferred employee declines this opportunity, the employee's name shall be removed from the recall list.

ARTICLE 16- HEALTH AND SAFETY

- 16.1.** All work shall be done in accordance with State and Federal safety codes and Library safety policies.
- 16.2.** 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.
- 16.3.** The Library has the right to implement fit for duty policies and procedures including drug and alcohol testing. Such policies shall be consistent with the mutual commitment of the parties to support policies that promote a workplace free from substance abuse.
- 16.4.** Local 1857 may appoint one Page as a representative to the Library's System-wide Safety Committee.

ARTICLE 17 - SAVINGS CLAUSE/ SUPREMACY OF AGREEMENT

- 17.1.** 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.
- 17.2.** This Agreement, upon ratification, supersedes and provides no contractual right to all prior practices and agreements, whether written or oral, unless expressly state 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.

ARTICLE 18- DURATION OF AGREEMENT

- 18.1.** This Agreement shall be in full force and effect upon date of signing and shall continue until December 31, 2021.

ARTICLE 19- RETIREMENT

- 19.1.** 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 20 - **NONDISCRIMINATION**

- 20.1. 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 21 - **PERSONNEL FILE**

- 21.1. 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 Director of Human Resources or designee at a mutually agreeable time.
- 21.2. An employee shall be notified by his/her immediate supervisor or by the Library Director of Human Resources 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.
- 21.3. 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.
- 21.4. This Article shall supersede KCLS policies and constitutes the complete agreement of the parties regarding personnel files.

ARTICLE 22 - **NO STRIKE/NO LOCKOUT**

- 22.1. 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.

- 22.2. The Employer agrees not to lockout employees during the term of this Agreement.
- 22.3. 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.
- 22.4. 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 23 - **LABOR/MANAGEMENT COMMUNICATIONS MEETINGS**

- 23.1. 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.
- 23.2. 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.
- 23.3. The Labor/Management Committee will be the Staff Representative of the Union, the President of Local 1857, the Director of Human Resources and a KLT member. The coordinators of the Labor/Management communication procedure will be the President of the Union and the Director of Human Resources or their designees.
- 23.4. The Labor/Management Communications meetings shall be held monthly but may be cancelled by mutual agreement. All scheduling shall be by mutual agreement.
- 23.5. 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.
- 23.6. 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, 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. For those Union representatives who travel to a meeting from a branch location, the Library shall pay round trip mileage pursuant to KCLS policy.

- 23.7. The Employer and the Union will collaborate using the Labor Management Committee to develop strategies for assigning work to Pages. While assignment is at the Employer's discretion, the intent is for Pages to have a variety of work and to spend only limited time training volunteers.

ARTICLE 24 - **RIGHTS AND RESPONSIBILITIES OF EMPLOYEES**

24.1. Employees have the right:

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

24.2. Employees have a responsibility:

- (a) To become knowledgeable of KCLS policies, rules, and regulations.
- (b) To submit to Fit for Duty examinations pursuant to KCLS Policy as outlined in the KCLS Employee Handbook.

- (c) 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.
- (d) 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.
- (e) To continue to demonstrate excellent customer service and to treat all patrons with respect.

24.3. 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 25 - RATES OF PAY

- 25.1.** Newly hired employees shall be assigned Step A of the pay grade. Exceptions may be made with the approval of the Director of Human Resources or designee.
- 25.2.** Employees who are required to report to a community library to manage material flow on holidays shall receive one and one half (1.5) times their regular rate of pay for a minimum of two (2) hours, and shall also receive mileage to and from their residence. The Employer may assign sufficient work to fill the 2 hour minimum; during the performance of the additional work to fill the 2 hour minimum, there will be at least two people present in the library and the temperature of the building shall be within the parameters of KCLS policy. Each Region shall develop a process for assigning the work of managing material flow that will include the following elements: (a) volunteers shall be accepted first, with the opportunity to volunteer offered by seniority; (b) if there are insufficient volunteers, the assignment shall be made in order of reverse seniority with an equitable distribution of the holidays among the least senior. This process shall be independent of the annual scheduling process, but may be reviewed by the full scheduling committee. Employees who manage material flow on a holiday will not be compelled to reduce their schedules during the same week to account for the holiday hours worked. Employees who manage material flow are eligible for mileage reimbursement up to thirty (30) miles each way, to and from their residence, as well as mileage reimbursement between work sites. Subject to management approval, employees may find other coverage for their assigned shifts under this paragraph, without necessarily arranging a trade of shift.

- 25.3. When an employee is called back to work for an emergency when the facility is closed, he/she shall receive compensatory time or overtime payment at the rate of one and one half (1.5) times the employee's regular rate of pay for a minimum of two (2) hours or the hours worked, whichever is greater. Hours should be calculated to the nearest one-quarter hour.
- 25.4. All work authorized in advance and required by the Employer to be performed by non-exempt staff in excess of forty (40) hours worked in any one workweek shall be considered overtime.
- 25.5. Overtime shall be compensated at the rate of one and one half (1.5) times an employee's regular rate of pay. Employees shall have the choice of requesting overtime compensation or comp time at the above-cited rate, the scheduling of which shall be subject to the approval of the Employer in accordance with applicable law.
- 25.6. Compensatory time for non-exempt employees may be accumulated to a twenty-four (24) hour maximum and will be scheduled by mutual agreement between the employee and his/her supervisor without restrictions to pay period or calendar year.
- 25.7. No wage payment will be made for any accrued compensatory time, except (a) upon termination of employment; and (b) once per calendar year for each employee, upon request of the employee.
- 25.8. Employees who are assigned by the Employer, or designee, to work in a higher bargaining unit classification and who perform the full range of duties and responsibilities within such higher classification for a minimum of one (1) hour shall be paid at the rate of pay in the higher classification which is a minimum increase of two and one half percent (2.5%) or Step A, whichever is greater.
- 25.9. Employees who are assigned by the Employer, or designee, to perform a function that is exclusively the work of a higher bargaining unit classification and who performs the function for a period of at least four (4) hours during one workday, shall receive a premium of two and one half percent (2.5%) of their base pay for the time spent performing such work.

ARTICLE 26 - SENIORITY

- 26.1. Seniority shall be defined as the most recent date of hire in a bargaining unit classification. Seniority shall not apply until an employee has completed his/her initial probationary period. On completion of his/her probationary period, the employee shall be credited with seniority from the most recent date of hire. If two or more employees have the same date of hire into the bargaining unit classification, the following criteria shall be used to break the tie:

- 1st: total consecutive years of service at the Library, regardless of classification;
 - 2nd: the affected employees shall draw lots.
- 26.2.** Seniority shall terminate on discharge, resignation, retirement, failure to return from an approved leave of absence, or if the employee does not report to work within the timeline set forth in Article 15.5.4.
- 26.3.** Time of approved unpaid leaves of absence in excess of thirty (30) calendar days or layoff shall not count toward the computation of seniority.
- 26.4.** The Library shall provide the Union with a seniority list in January of each year.

ARTICLE 27 -TRAINING

- 27.1.** Pages will have equal access to training applicable to their respective job classification, and shall continue to have access, as available, to training for work as Library Technical Assistant substitutes once selected.

ARTICLE 28 - OPENINGS, TRANSFERS & NEW CLASSIFICATIONS

28.1. Available Hours

When the Employer determines that a vacancy exists in any existing or newly created classification covered by this Agreement and the Employer determines that the vacancy will be opened, a notice of such opening will be published internally for employees covered by this Agreement for a minimum of seven (7) calendar days.

When the Employer determines that hours are available and will be added to an existing position(s), it shall notify the employees in the same classification within the community library or work unit. Employees shall submit their interest in the hours, in writing or by email, within seven (7) calendar days of the notice. If more than one employee expresses interest, the Employer will determine the appropriate distribution.

When the Employer determines that it will add hours to create a 20-hour Page position, it shall notify the Pages within the community library or work unit. Pages shall submit their interest in the hours, in writing or by email, within seven (7) calendar days of the notice.

28.2. Transfers

28.2.1. A transfer is defined as movement within a classification. Employees may make a transfer request by submitting required application materials. Internal candidates who apply for transfer during the internal posting period need not be subject to preliminary screening for qualifications, and shall be included in the first round of interviews in the hiring process.

28.2.2. For internal candidates, KCLS HR will obtain information about the candidate from current manager and provide that information to the hiring manager.

28.3. New Classifications

As of the date of this Agreement, only one classification exists in the bargaining unit. As a result, the parties have not determined rights and responsibilities regarding promotion, demotion, reclassification, work in a higher classification, and bumping rights in the event of a layoff. If it is determined that an additional classification within this bargaining unit shall be created, KCLS shall notify the Union. The Union shall have sixty (60) days from the notice to request bargaining of these issues. If the Union requests bargaining, the parties shall meet within fifteen (15) days of the request to commence bargaining of issues arising from the creation of a new classification.

28.4 Skill Enhancement

If an employee is not selected during the transfer or hiring process, the employee may request to talk with Human Resources to obtain information about the employee's application or interview that would enhance the employee's ability to seek other positions.

FOR THE UNION:



FOR THE EMPLOYER:



Dated this 19 day of December, 2019

**APPENDIX A
LIBRARY SALARY SCHEDULE FOR PAGES**

<u>Job Code</u>	<u>Description</u>	<u>Pay grade</u>
20961	Library Page	3
10387	Material Handler	4

