

**2025-2027
AGREEMENT**

By and Between

KING COUNTY LIBRARY SYSTEM

And

WASHINGTON STATE COUNCIL

OF

COUNTY AND CITY EMPLOYEES

AFSCME, AFL-CIO

LOCAL 1857

MAIN UNIT

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT.....	1
ARTICLE 2 – UNION MEMBERSHIP.....	1
ARTICLE 3 – UNION ACCESS/BUSINESS.....	3
ARTICLE 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	7
ARTICLE 5 – DISCIPLINE AND DISCHARGE	8
ARTICLE 6 – GRIEVANCE PROCEDURES.....	9
ARTICLE 7 – WAGES.....	12
ARTICLE 8 – HOURS OF WORK.....	13
ARTICLE 9 – INSURANCE BENEFITS.....	20
ARTICLE 10 – SICK TIME	21
ARTICLE 11 – VACATIONS	22
ARTICLE 12 – HOLIDAYS	24
ARTICLE 13 – LEAVES	25
ARTICLE 14 – PROBATION PERIODS.....	26
ARTICLE 15 – REDUCTIONS IN FORCE & RECALL	28
ARTICLE 16 – HEALTH AND SAFETY.....	30
ARTICLE 17 – SAVINGS CLAUSE / SUPREMACY OF AGREEMENT.....	31
ARTICLE 18 – DURATION OF AGREEMENT.....	31
ARTICLE 19 – RETIREMENT.....	31
ARTICLE 20 – NONDISCRIMINATION.....	31
ARTICLE 21 – PERSONNEL FILE	32
ARTICLE 22 – NO STRIKE/NO LOCKOUT	32
ARTICLE 23 – LABOR/MANAGEMENT COMMUNICATIONS MEETINGS	33
ARTICLE 24 – RIGHTS AND RESPONSIBILITIES OF EMPLOYEES	34
ARTICLE 25 – RATES OF PAY	35
ARTICLE 26 – VOLUNTEERS.....	38
ARTICLE 27 – SENIORITY.....	38
ARTICLE 28 – TRAINING	39
ARTICLE 29 – OPENINGS, AVAILABLE HOURS, AND TRANSFERS	39
ARTICLE 30 – ASSIGNED VEHICLES.....	42

Signature Page

Appendix A – Included Classifications 1857 (Main)

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 # 1857 (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 regular full-time and regular part-time employees, certified by the Public Employment Relations Commission as set forth in Case Number 7934-A dated March 12, 2003, and all those subsequently certified or recognized as being in the same bargaining unit (including Materials Distribution Services). See Appendix A for a listing of included classifications. Supervisory and confidential 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 direct each new employee to the Union's Authorization for Payroll Deduction & Representation form for the deduction of monthly Union dues. Utilization of an online form for this purpose shall not preclude any employee from requesting and completion of a written form.
- 2.3. Each pay period, the Employer shall provide to the Union Staff Representative and Local Union President, an electronic list of all new hires, transfers, special assignments, and separations.
- 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 stop collecting Union dues/fees only 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 & Representation. The Employer shall transfer amounts deducted to Council 2. Authorizations for payroll deduction are valid whether executed in writing or electronically. Upon Union release of 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 1857-P, 1857-F, and 1857S shall be considered authorization for dues withholding for 1857 (Main).
- 2.7.** 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.
- 2.8.** 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 communicate in writing 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 (1) per meeting) reasonable time off¹ 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 (.5) hour). Nothing in this Agreement shall require that the meeting be scheduled during the Union officials' working time. If they receive communication from unit members during working time asking to discuss Union business, stewards or Union officials may participate in conversation for a brief² period for the purpose 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 a manager of the facility or department, or the Director of Human Resources.

3.2. Contract Negotiations

- 3.2.1.** Contract negotiation sessions will be established by mutual agreement.
- 3.2.2.** Compensation for attendance at negotiation sessions shall be as follows:

¹ "Reasonable time off" in this context shall be used to reflect a balance between supporting defined union activities and maintaining business operations and regular work responsibilities. Concerns by either party will be reviewed on a case-by-case basis through joint labor-management collaboration.

² "Brief" in this context shall be defined as approximately five (5) minutes (de minimus).

- 3.2.2.1.** For salaried employees, there shall be no deduction from pay.
- 3.2.2.2.** Hourly employees shall be paid for their regularly scheduled hours that overlap with a scheduled negotiation session and/or that overlap with the time spent traveling to and/or from the negotiation session, up to a total of four (4) hours per meeting.
- 3.2.2.3.** Hourly employees may access the Union Donated Leave Bank referenced in Section 3.6. of the Collective Bargaining Agreement, at the Union's discretion, to compensate an employee for time spent in a negotiation session and/or traveling to and/or from the session that exceeds any KCLS paid hours. The Union Donated Leave Bank may also be used to compensate employees for negotiation session attendance that is outside of the member's regularly scheduled hours, resulting in an employee being paid more than their authorized hours per week so long as doing so does not result in overtime pay, except as allowed by Section 3.2.4.
- 3.2.2.4.** The party responsible for compensation for an eligible rest break(s) and/or meal period will be determined on an individual basis by mutual agreement based on the timing of the rest break(s) and meal period.
- 3.2.3.** For those Union Representatives who travel to and/or from a negotiation session, the Library shall pay mileage pursuant to KCLS policy.
- 3.2.4.** Negotiation team members may request a work schedule adjustment to move their regularly scheduled hours to cover time spent negotiating. Approval by the direct supervisor(s) shall be sought before adjusting a work schedule. Alternatively, where a schedule adjustment is not able to be supported, overtime pay for a full-time member may be authorized with prior approval by the Director of Human Resources.

3.3. Union Communications

- 3.3.1.** The Union may not use internal email or other KCLS communication tools for Union business without prior written consent of the Director of Human Resources or designee, which

shall not be unreasonably withheld, except that Union officers may use in-house email, telephone, and approved messaging tools for communication with KCLS Leadership Team (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 (1) contact per location for the purpose of posting to the Union bulletin board.

- 3.3.2.** The Union shall be provided suitable space on existing staff bulletin boards for a clipboard designed for 8 ½ "x 14" paper for posting official Union communications. In larger libraries where the Library determines that space is available, if the Union provides its own bulletin board no larger than 24"x36", the Library will hang the bulletin board, and the board may be used for official Union communications. Official Union communications include meeting notices, election notices, Union newsletters, Union flyers, Union contracts, Union forms, and contact information for stewards and Union officials. Such clipboards and bulletin boards shall be shared with other bargaining units the Union represents.

3.4. Human Resources Documents

The Director of Human Resources or designee will provide a copy to the Union President and/or designee 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. Union Information Report

Each pay period 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 cumulative donation per calendar year shall be 500 hours. The maximum cumulative utilization per 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, 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 Room 2A/B at the Service Center up to one (1) 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 one (1) booking per calendar month and the potential for change of schedule due to KCLS needs, with exception that the Union shall be permitted after-hours and weekend access to the room.

3.8. New Hire Orientation

- 3.8.1.** 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, either in-person or online, shall be incorporated in the New Employee Training Plan (first 30 days).
- 3.8.2.** The direct supervisor(s) shall encourage and empower the employee to facilitate a meeting (either in-person or online) with a Union Representative or designee appointed by the Union, at a mutually agreed upon location and time for up to one (1) hour, using Library resources (at their option), while on shift. The overview may be regularly scheduled for a group of new employees or one-on-one.

- 3.8.3.** Each pay period the Employer shall provide an electronic training report with a list of the names of employees who attended new hire orientation, their job title, and work location.
- 3.8.4.** Nothing in this Agreement shall require that the Library conduct new hire orientation.

ARTICLE 4 – MANAGEMENT RIGHTS AND 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 ten (10) standard business days³ of receipt of the proposed changes.
 - 4.2.1.** If the Employer does not receive comment, implementation by the Employer may occur.
 - 4.2.2.** Upon written request of the Union during the above period, a period of negotiations will start within ten (10) standard business days.

³ "Standard business days" in the context of this agreement shall be defined as weekday calendar days, excluding weekends (Saturday and Sunday) and holidays.

Forty-five (45) standard business 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 twenty-five (25) standard business 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 cause. KCLS reserves the right to use its discretion as to what level of discipline is appropriate in a given situation.
- 5.2. A new employee who is in their probationary period may be disciplined or discharged from their employment without cause. An employee in their probationary period in a promoted position may be removed from the promoted position without cause pursuant to Section 14.3.
- 5.3. Should an employee be asked by their direct supervisor(s) 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. Disciplinary action will be communicated by the Employer to the employee in a nonpublic area.
- 5.5. 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. Electronic signature will be permitted. 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 they have been made aware in writing of the disciplinary action taken, a statement of the facts, and the corrective action required.

- 5.6.** 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.
- 5.7.** A Letter of Expectation (LOE), which is not discipline, will not be considered by KCLS for any purpose after twelve (12) months from the date of issuance of the LOE as long as the employee has performed satisfactorily for those twelve (12) months. If no further performance concerns occur within twelve (12) months, the Library shall automatically remove the LOE from the employee's personnel file.
 - 5.7.1.** Automatic removal will apply to all Letters of Expectation issued prior to January 1, 2025 and currently in any bargaining unit member's personnel file.
- 5.8.** A Letter of Corrective Counseling (LOCC) will not be considered by KCLS for any purpose after twelve (12) months from the date of issuance of the LOCC as long as the employee has had satisfactory conduct for those twelve (12) months. If no further incidences occur within twelve (12) months, the Library shall automatically remove the LOCC from the employee's personnel file.
- 5.9.** Written Reprimands will not be considered by KCLS for any purposes after eighteen (18) months from the date of issuance of the Written Reprimand as long as the employee has had satisfactory conduct for those eighteen (18) months. If no further incidences occur within eighteen (18) months the Library shall automatically remove the Written Reprimand from the employee's personnel file.
- 5.10.** It is recognized that the Library must retain records of all discipline.

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.

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 fifteen (15) standard business days, of the incident giving rise to the alleged contract violation to the employee’s direct supervisor(s) or designee and HR. The supervisor(s) should consult and/or arrange a meeting with the employee to address the grievance. The supervisor(s) shall answer the grievance within fifteen (15) standard business days after receipt of the grievance.
- 6.3.2. Step 2:** If not resolved above or for grievances challenging discipline more severe than a written warning, the grievance shall be submitted to the appropriate KCLS Leadership Team (KLT) member or designee and HR in writing by the Union within fifteen (15) standard business days, 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 fifteen (15) standard business days, with the KLT member, the grievant, HR representative, and the Union. Following that meeting, the KLT member or designee shall give a written response within fifteen (15) standard business days of the completion of the meeting.

6.3.3. Step 3: If not resolved above, the grievance shall be submitted in writing by the Union to the Executive Director or designee and HR within fifteen (15) standard business days following receipt of the written Step 2 response. A meeting shall be arranged within fifteen (15) standard business days between the Executive Director or designee, the grievant, HR representative, and the Union. If not resolved at the meeting, the Executive Director or designee shall then submit a decision, in writing, on the grievance within fifteen (15) standard business days, from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union. If resolved at the meeting, the basis for resolution shall be reduced to writing and signed by both parties.

6.4. Mediation

The parties may jointly request mediation within ten (10) standard business days 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 Executive 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.

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 fifteen (15) standard business days 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 Reprimand. 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 twenty-five (25) standard business 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 (Main) represented employees (see Appendix A).

7.2. Employees shall be moved to the next step in the salary grade on their anniversary date as defined in the KCLS Leave and Pay Guide.

7.3. Effective January 1, 2025, the applicable salary schedule shall be increased by three and three-quarters percent (3.75%).

7.4. Effective January 1, 2026, the applicable salary schedule shall be increased by three percent (3%).

7.5. Effective January 1, 2027, the applicable salary schedule shall be increased by three percent (3%).

- 7.6.** 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 Director of Human Resources 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 regular full-time employees shall consist of forty (40) hours per week. The normal workweek for regular part-time employees shall consist of twenty (20) or more but less than forty (40) hours per week.

8.3. Flex-time

An employee may flex their hours within the employee's normally scheduled workdays, with the approval of the employee's direct supervisor(s).

8.4. Shift Exchange

Two employees assigned to work in the same department or operational section may temporarily exchange their scheduled shifts with prior approval of the employees' direct supervisor(s). No overtime or pay for working out of classification will be created by a shift exchange. Community library-based shift exchanges shall follow Section 8.8.6.

8.5. Work Location Status for Community Library-Based Staff

In 2006, the Employer and Union reached a Memorandum of Agreement in which employees hired prior to the Memorandum of Agreement were placed in either "Community Library" status or "Region" status. Employees hired subsequent to the Memorandum of Agreement were designated as "Region" status.

8.6. Community Library/Region Staff Status for Community Library-Based Staff

- 8.6.1. Community Library Staff status or Region Staff status will be maintained for all employees unless or until an individual accepts a position change resulting in a change of job classification, hours, and/or location.
- 8.6.2. Community Library Staff status will additionally be maintained if hours are voluntarily or involuntarily reduced or if the employee is subject to an involuntary transfer to a library in a new Region for non-disciplinary purpose. If an involuntary transfer of this type occurs, the transferred employee will establish Community Library Staff status at the new primary work assignment location, until such time they may return to their original Community Library status assignment. Such recall rights shall be limited to a period of eighteen (18) calendar months from the date of involuntary transfer pursuant to Section 15.5.2.

8.7. Staff Work Location for Community Library-Based Staff

- 8.7.1. Community Library Staff status employees work on a regular basis in one community library.
- 8.7.2. Region Staff status employees may work on a regular basis in more than one community library within a region. Region Staff will not be assigned to more than two locations unless mutually agreed.
- 8.7.3. For communication and supervisory purposes, each staff member is assigned a primary work assignment location.
- 8.7.4. When the Employer has a long-term or foreseeable legitimate operational or programming service need to modify the location of Region Staff or Community Library Staff, it will accept volunteers for the relocation first. If multiple employees are interested, the employee(s) will be chosen by seniority. If there are insufficient volunteers, the employee(s) will be chosen by reverse seniority from within the Region. Notwithstanding the above, the Employer may decline to accept a volunteer or vary from reverse seniority order to fulfill a specific need of a library or community, or for reasonable accommodation of a disability. If the Employer intends to decline to accept a volunteer or vary from reverse seniority order, it shall give the Union notice and document decision-making rationale via an option bypass letter.
- 8.7.5. Location assignment modifications for Region Staff or Community Library Staff for emergent and temporary of no more than six (6)

months legitimate operational and service needs will be at the Employer discretion.

8.7.6. Employees in all classifications with Community Library Staff status are available to be assigned to other locations within the Region where there is legitimate operational or programming service need for such assignment for coverage of their classification and/or specialty function.

8.7.7. Due to the direct public service nature of their work, employees in community library-based positions are not eligible for a Telework Agreement, as defined in the Employee Handbook. An occasional schedule change resulting in a full or partial telework shift for an employee must be approved by the employee's direct supervisor in consultation with the Library Regional Manager.

8.7.7.1. All other bargaining unit members in telework eligible classifications may request to telecommute, pursuant to the policy outlined in the Employee Handbook.

8.8. Work Schedules for Community Library-Based Staff

8.8.1. Each position will have a designated work schedule. A significant operation impact to staffing, hours, or service may necessitate schedule modifications that result in a schedule adjustment process limited to a work location/region or within a classification, or a full scheduling process, as determined by the Employer.

8.8.1.1. Schedules for positions and staff members not working at a community library follow policy in the Employee Handbook.

8.8.2. Schedules will be created so that staff members will be scheduled to work no more than four weekend days in four weeks, unless (a) the member has a preference for more; or (b) this is insufficient or unnecessary to meet Region operational or service needs. The Region must document decision-making rationale for any exceptions and provide it to the Union in writing, as pursuant to Section 4.2.

8.8.3. Schedules will be created so that full-time staff members will be scheduled to work no less than six (6) hours per shift. The Region must document decision-making rationale for any schedules that include a shift that is less than seven (7) hours and provide it to the Union in writing, as pursuant to Section 4.2.

- 8.8.3.1.** The Library commits to make any necessary schedule adjustments as of the agreement effective date, rather than conduct a scheduling process, to address any individual schedule issues to ensure compliance with Section 8.8.3.
- 8.8.4.** Schedules will be created so that staff members will be scheduled to work no more than two evening shifts per week, unless (a) the member has a preference for more; or (b) this is insufficient or unnecessary to meet legitimate operational or service needs. An evening shift will be defined as a shift that ends later than 7:15pm. The Region must document decision-making rationale for any exceptions and provide it to the Union in writing, as pursuant to Section 4.2.
- 8.8.5.** The parties have shared interest in creating schedules that are desirable and workable for employees. Schedules will be created to support as many staff members as possible to have a minimum of two (2) consecutive days off in a row for restorative time off from work and as much consistency in shift length and start/end time as possible. The Region must document decision-making rationale for any exceptions and provide it to the JLMC Scheduling Oversight Committee, who will inform both the Library and Union in writing. At the conclusion of the Staffing Model Evaluation during the term of this agreement, the parties agree to reopen and bargain this provision.
- 8.8.6.** Seniority shall be the primary consideration when assigning schedules. Employees hired with language skills and/or community identity may opt to maintain a scheduled location assignment when there is common interest by both parties to meet community need.
- 8.8.7.** Any scheduling process will allow for staff to make temporary adjustments and trades on a shift-by-shift basis, including mutually agreeable schedule changes that work outside of Sections 8.8.2., 8.8.3., and 8.8.4. All adjustments shall be subject to management approval.
- 8.8.7.1.** Deviations will be documented and will revert back to the standard schedule when no longer mutually agreeable or when one of the positions becomes vacant. KCLS will review all shift trades for contract compliance and that they fit business needs and will, by mutual agreement with the employee(s), consider revising the standard schedule for the affected employee(s).

8.8.7.2. Original parties of the pre-existing trade of the vacancy or an individual with an accommodation need would be able to trade with the vacant schedule before it gets offered up for lateral transfer, as long as it does not create a schedule that will violate the CBA or make a less desirable schedule, which would be hard to fill.

8.8.8. The Employer and the Union commit to engage a JLMC Scheduling Oversight Team (JSOT) to ensure scheduling process consistency and compliance, within the parameters of collective bargaining contract and working agreements. JSOT shall activate during any full or mini scheduling process to provide technical assistance, process compliance, and concern review. For schedule adjustments referenced in Section 8.8.1., JSOT can be called upon for technical assistance.

8.8.9. JSOT will consist of (a) one (1) Public Services Librarian, one (1) Public Services Assistant, and one (1) Library Technical Assistant or Library Assistant, each appointed by the Union; (b) two (2) members of the Supervisory bargaining unit, including one (1) Operations Manager; and (c) up to three (3) members designated by the Employer, including a representative from Human Resources.

8.8.10. Participating members whose work schedules do not coincide with the meeting schedule shall be paid for the time spent at the JSOT meetings.

8.8.11. JSOT will solicit feedback from community library-based staff and supervisors at the conclusion of any scheduling process and provide an evaluation summary to the Employer and the Union to inform future collective bargaining.

8.9. Schedule Change

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

8.10. Rest Break

All employees scheduled to work a shift of at least four (4) hours shall receive one (1) fifteen (15) minute rest break. Employees scheduled to work a shift of at least seven (7) hours shall receive two (2) fifteen (15) minute rest breaks.

- 8.10.1.** Employees cannot be required to work more than three (3) consecutive hours without a rest break, unless their shift is under four (4) hours. Employees who work a shift less than four (4) hours are not entitled to a rest break.
- 8.10.2.** Employees shall coordinate the timing of their breaks to ensure adequate coverage and the continuation of essential services.
- 8.10.3.** Exempt employees shall be responsible for determining their own break time, and whether whole or intermittent, according to business needs.
- 8.10.4.** Exempt employees may combine their rest break(s) and meal period within their regularly scheduled shift, subject to business needs, as arranged with their direct supervisor. Non-exempt employees are not authorized to combine their rest break(s) and meal period.
- 8.10.5.** No employees are authorized to alter their start or quit times by eliminating or combining their rest break(s)/meal period.

8.11. Holidays

- 8.11.1.** Holiday hours for non-exempt employees shall be used on the holiday they are accrued on, before using any other leave types, unless the holiday falls on a day off for the employee.
 - 8.11.1.1.** For a non-exempt employee, any scheduled time in excess of the employee's holiday accrual should be recorded using vacation or other appropriate non-sick accrual.
 - 8.11.1.2.** A non-exempt employee may request a schedule adjustment within a pay period in lieu of using accruals to supplement holiday, upon discussion and mutual agreement by the supervisor and employee. Any arrangement must be reasonable, consider operational need, and shall not exceed or reduce the employee's

authorized hours. Request for a schedule adjustment for this purpose shall not be denied.

8.11.2. Holidays for exempt employees will be recorded as eight (8) hours and considered as coverage for a full shift, regardless of scheduled hours on the holiday.

8.12. Split Shifts

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

8.13. Meal Period

Regular full-time employees will be provided a one-half (.5) hour paid meal period if they are scheduled to work more than five (5) consecutive hours, regardless of working pay code. Regular part-time employees who are scheduled to work more than five (5) consecutive hours, regardless of working pay code, will be provided a one-half (.5) hour unpaid meal period. Employees are not authorized to combine the meal period with rest break(s) or to alter their start or quit times by eliminating their meal period.

8.14. 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.

8.15. Part-time Hours

KCLS will generally assign shifts of at least four (4) hours to part-time employees, but the parties recognize that exceptions for legitimate operational or service need will be made, including but not limited to, shifts determined by agreement with the employee, employees specifically hired for shorter shifts, attendance at meetings, specific program elements, and additional assignments/extra hours.

8.16. Floating Positions

The Employer may create Floating Positions within each of the classifications of Librarian, Library Technical Assistant, Library Associate, and Public Service Assistant. The Floating Positions shall have designated Full Time Equivalent (FTE) status, may be part-time or full-time, and may be assigned to any library in the system to cover for vacations, leaves, absences, or to supplement staff.

8.17. Substitute Hours

When a substitute will be used and KCLS has at least two (2) days' notice of the need, KCLS will first offer 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 Library must fill the hours promptly. The Employer will bring to the Joint Labor Management Committee (JLMC) 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 bargaining unit members working twenty (20) or more hours the same options for health, vision, and dental insurance that it offers to unrepresented employees. For health plans this will include a Preferred Provider Organization (PPO) Low Deductible Plan, a High Deductible (HD) Plan, and a Health Maintenance Organization (HMO) Plan, with the same costs, terms, and conditions. The choices will include the options of participating in Section 125 Health and Dependent Care FSAs.
- 9.2.** Full-time employees shall pay 3% of the total premium for employee coverage. Part-time employees shall pay 1% of the total premium for employee coverage. The Employer shall pay the full premium for employee coverage under the High Deductible Plan.
- 9.3.** The employee shall pay the full premium for medical and dental coverage for dependents the employee elects to have covered.
- 9.4.** 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.
- 9.5.** 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.

- 9.6.** In 2025, a sub-committee of JLMC will conduct an analysis between the current insurance benefit plans and health, vision, and dental insurance through Association of Washington Cities Employee Benefit Trust (AWC) and Public Employees Benefit Board Program (PEBB). The analysis will be concluded no later than June 1, 2025.
- 9.7.** In the event that this analysis shows similar costs, terms, and conditions for insurance benefits at savings to KCLS, the parties can, by mutual agreement, reopen Article 7 – Wages and Article 9 – Insurance Benefits to discuss alternative options for wages and premium costs.

ARTICLE 10 – SICK TIME

- 10.1.** Sick time 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 state or federal legislation).
- 10.2.** Sick time accrual rate for all full-time or part-time employees is .05 per every hour paid in a pay period, up to a maximum sick accrual balance of 1,040 hours.
- 10.2.1.** Bargaining unit members who have a sick accrual balance greater than 1,040 hours as of January 1, 2025 shall have a Sick Maximum Exemption account established. For these employees, a one-time transfer will move their sick accruals greater than 936 hours from their sick accrual balance into the exemption account. These exemption hours will remain available to the employee for use and cash out at separation following standard KCLS policy. All new sick accruals will be added to the standard accrual account, which will be subject to the maximum balance.
- 10.3.** New hires to the organization and bargaining unit will be hired with a starting bank of eight (8) hours of sick time accruals.
- 10.4.** Regular employees who have been paid at least 10,400 hours (equivalent of five years full-time employment) or have ten years (no minimum hours) of continuous employment with KCLS and are voluntarily separating in good standing with KCLS will be paid the amount of thirty-five percent (35%) of their unused accrued sick time existing on the date of separation. The payoff will be based on the employee's full hourly rate of pay at the time of separation.

10.5. Any accrued sick time in excess of 500 hours may be converted into vacation time on an hour for hour basis by submitting the Sick to Vacation Conversion Request to Payroll. Sick time conversion may not result in the employee exceeding their vacation maximum accrual.

10.5.1. Sick time previously converted to vacation must be used as vacation and will be converted back to and paid out as sick at time of separation, if not used. Sick time that has been converted to vacation will be used first once the conversion occurs, before using non-converted vacation.

10.6. Sick payoff, including sick time previously converted into vacation time, is only reportable under the PERS I program.

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, except that non-exempt librarians will accrue vacation at the exempt rate.

11.2. Vacation accrual rates are as follows:

	Exempt Employees & Non-Exempt Librarians		Non-Exempt Employees (long-term)*		Non-Exempt Employees	
	Per Pay Period	Annually	Per Pay Period	Annually	Per Pay Period	Annually
Full-Time	6.769231 hours	22 days	6.153846 hours	20 days	4.615384 hours	15 days
Part-Time	.084615 hours per hour paid	Prorated (e.g. 20 hrs worked per week = 88 vacation hrs accrued per year)	.076923 hours per hour paid	Prorated (e.g. 20hrs/wk = 80 hrs/yr)	.057692 hours per hour paid	Prorated (e.g. 20hrs/wk = 60 hrs/yr)

* ≥ 10,400 hours paid or ≥ ten years continuous employment with KCLS

11.3. Maximum vacation accruals are as follows:

Authorized Hours Per Week	Exempt Employees & Non-Exempt Librarians	Non-Exempt Employees (long-term)*	Non-Exempt Employees
2	18	16	12
3	26	24	18
4	35	32	24
5	44	40	30
6	53	48	36
7	62	56	42
8	70	64	48
9	79	72	54
10	88	80	60
11	97	88	66
12	106	96	72
13	114	104	78
14	123	112	84
15	132	120	90
16	141	128	96
17	150	136	102
18	158	144	108
19	167	152	114
20	176	160	120
21	185	168	126
22	194	176	132
23	202	184	138
24	211	192	144
25	220	200	150
26	229	208	156
27	238	216	162
28	246	224	168
29	255	232	174
30	264	240	180
31	273	248	186
32	282	256	192
33	290	264	198
34	299	272	204
35	308	280	210
36	317	288	216
37	326	296	222
38	334	304	228
39	343	312	234
Full-Time	352	320	240

* ≥ 10,400 hours paid or ≥ ten years 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 personal holiday per calendar year.

12.2. List of designated holidays:

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

12.3. KCLS locations will close at 5:00pm on New Year's Eve. Non-exempt employees who are scheduled to work after 5:00pm on New Year's Eve will have the option to make-up hours in the workweek or shall submit a time away from work request to use vacation or other appropriate non-sick accrual for any missed time.

12.4. Part-Time Employees

12.4.1. Regular part-time employees shall receive holiday benefits equivalent to the percentage of hours at which the employee is regularly scheduled and shall be entitled to the same holiday benefits and procedures as full-time employees. To be eligible for pro-rated holiday benefits, regular part-time employees must be working in a position with a regular work schedule of twenty (20) or more authorized hours a week.

12.4.2. If a part-time employee's regularly scheduled shift falls on a holiday, and the hours regularly scheduled exceed their pro-rated holiday benefit, the employee shall request in advance to schedule the deficit hours during that pay period or the employee shall use

their available vacation or other appropriate non-sick accruals to make up the difference in hours. Supervisory approval of these schedule adjustments will be subject to the same process as other schedule adjustments. Neither option shall result in overtime.

12.5. Full-Time Employees

12.5.1. Regular full-time employees shall receive eight (8) hours of holiday benefits per holiday.

12.5.2. If a full-time, non-exempt community library-based employee's regularly scheduled shift falls on a holiday, and the hours regularly scheduled exceed their holiday benefit, the employee shall receive the difference in time as an additional holiday benefit for use on that day only.

12.6. When a holiday falls on an employee's regular day off, and the employee is entitled to holiday pay, the employee may take the number of earned holiday hours off at another time after the holiday occurs, to be scheduled before the end of the calendar year with the consent of the employee's direct supervisor(s). Notwithstanding the above, if the holiday is to occur in November or December, the employee may take the number of earned holiday hours off at another time from September through December, to be scheduled with the consent of the employee's direct supervisor(s).

ARTICLE 13 – LEAVES

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

13.2. Inclement Weather/Natural Disaster Leave

13.2.1. Bargaining 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 their work location is closed or when they determine it is unsafe to travel to their work location or an alternate work location.

13.2.1.1. If a systemwide closure is declared due to inclement weather or natural disaster, employees will be paid using administrative leave on a day-by-day basis. If KCLS is closed for more than seven (7) calendar days, the

Library will review the situation and provide alternative instructions.

13.2.1.2. If the entire library system is closed due to a natural disaster or weather event, and the employee is required to report to work at a KCLS location, they will be paid time and a half.

13.2.2. 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.

13.2.3. Unused Inclement Weather/Natural Disaster Leave will roll over into the next calendar year, capped at sixteen (16) hours total. Inclement Weather/Natural Disaster Leave will not be paid out upon separation.

13.3. FLSA Exempt Leave

13.3.1. In lieu of overtime compensation for all hours worked over a normal forty (40) hour workweek, including for call-back purposes, FLSA exempt employees shall receive sixteen (16) hours of FLSA Exempt Leave on an annual basis. FLSA Exempt Leave hours must be used within the calendar year in which they are granted and shall not be carried over.

13.3.2. No wage payment will be made for any unused FLSA Exempt Leave hours.

13.3.3. FLSA Exempt Leave will be implemented in accordance to the KCLS Leave and Pay Guide.

ARTICLE 14 – PROBATION PERIODS

14.1. All bargaining unit members shall be subject to an initial six (6) month probationary period. For Librarians hired from outside the Library System, the probationary period shall be one (1) year, which may not be extended without mutual agreement. For all other employees, 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 reason(s). 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.** Current bargaining unit members who (1) accept a voluntary demotion to a position in a lower position classification not previously held, or (2) are promoted into a new position classification in a higher paying salary range shall serve a probationary period during their first six (6) months working in the new position and shall retain all rights of regular status employees except the right to grieve their probationary status.
- 14.3.** If an employee is promoted to a bargaining unit position or to a position outside the bargaining unit and is determined by the Employer during a six (6) month probationary period if to a position covered by this agreement, or during a one (1) year probationary period if to a position in 1857S, not to be suitable for the position, or if the promoted employee requests to revert to their former 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 their probationary status. If an employee outside this unit is promoted to a position within this unit, the same return rights shall apply.
- 14.4.** An employee who is laterally 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. Employees are not eligible for out-of-region/department lateral transfer during their probationary period, except for those who are serving a one (1) year probation. In such case, probationary employees must have successfully completed no less than six (6) months of their one (1) year probation to be eligible for transfer, pursuant to Section 29.2. 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.
- 14.5.** An employee who is recalled from layoff to their previous classification shall not be required to undergo a probationary period upon recall unless they have not completed their probationary period.

ARTICLE 15 – REDUCTIONS IN FORCE & RECALL

- 15.1.** Seniority for regular full-time or part-time⁴ employees shall be defined for purposes of reductions in force as the most recent date of hire in an affected bargaining unit classification. If two (2) or more employees have the same date of hire into the bargaining unit classification, the tie-breaker shall be total consecutive years of service at the Library, regardless of position. However, if the employee has been in a classification, has advanced to a lead classification of the same position, and is subsequently returned to the original classification, the employee's seniority date shall be the most recent date of hire into the original classification. Likewise, the seniority of a Library Assistant who takes a position as a Library Technical Assistant (without an intervening position) shall be measured from the date of hire as a Library Assistant. 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 be defined as an involuntary reduction in a regular employee's authorized hours by twenty percent (20%) or more per week.
- 15.2.** No employee will acquire seniority rights for purposes of workforce reduction until completion of their 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 and Term-Limited Temporary⁵ employees working in an affected bargaining unit classification shall be laid off first.
- 15.3.** The following procedures shall apply to regular employee(s) whose position is eliminated and to regular employees whose regularly scheduled hours are reduced by twenty percent (20%) or more per week:
- 15.3.1.** An employee may displace the person with the least bargaining unit seniority in the employee's current classification; and
- 15.3.2.** The least senior employee in a classification may bump the least senior employee in any lower classification in which they have previously held service and for which the employee has the qualifications to perform without further substantive training (e.g.,

⁴ A regular part-time employee shall be defined as an employee with authorized hours of twenty (20) or more but less than forty (40) hours per week.

⁵ Term-Limited Temporary (TLT) employees are employees hired for a specific project with a start and end date identified when hired.

training to meet technology certification requirements that may have been added since the employee was promoted).

- 15.3.3.** Should the seniority of any two (2) or more employees be equal, the affected employees shall draw lots.
- 15.4.** All employees bumping within their current classification shall retain their current step level and salary. All employees bumping to a lower classification shall transfer to the step affording them a salary closest to their current salary.
- 15.5.** All regular employees who have been affected by workforce reduction or who bump into a lower paying job classification shall be entitled to the following recall rights based on seniority within the affected job classification:
 - 15.5.1.** They shall be placed on a recall list in reverse order of seniority within the affected job classification. 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 within the affected classification reinstated first.
 - 15.5.2.** Their recall rights shall be limited to a period of eighteen (18) calendar months from the date of workforce reduction.
 - 15.5.3.** Any employee 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 have the right to have those hours restored in the classification and at the location designated by the Library before other employees in the classification affected are given additional hours.
 - 15.5.4.** Recalled employees shall receive written notice. To hold open the position to which an employee is being recalled, the employee must confirm their 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, they shall have their name removed from the recall list.

- 15.5.5.** A reopened or new position within the bargaining unit classification shall not be posted as long as there is an individual on the recall list who was laid off from that classification.
- 15.6.** 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.
- 15.7.** Any employee who voluntarily transfers in lieu of layoff will be incorporated into the recall list for eighteen (18) months as outlined in Section 15.5. 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/operational section 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 a competent and professional manner, and in accordance with State and Federal safety codes and ordinances and Library policies and rules relating to this subject.
- 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.
 - 16.2.1.** Materials Distribution Services drivers shall receive up to \$300.00 reimbursement each calendar year to assist employees in the purchase of safety shoes, rain gear, or other approved work clothing or equipment, which shall be worn on the job. It shall be the employee's responsibility to ensure that footwear worn on the job meets Washington Safety Health Act (WISHA) requirements based on the activity being performed and that safety footwear is worn when legally required.
- 16.3.** The Library has the right to implement fitness 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 (Main) may appoint one (1) bargaining unit member as a representative to the Library's 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, 2027.

ARTICLE 19 – RETIREMENT

- 19.1. During the term of this Agreement, employees shall continue to participate in the Washington State Public Employees' Retirement System (PERS) 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 Employee Handbook. The claim shall be made by the employee, on their 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 their date of hire shall be available for review by the employee with the Director of Human Resources or designee, at a mutually agreeable time and/or location.
- 21.2.** An employee shall be notified by their direct supervisor(s) or by the Director of Human Resources or designee, when written materials that may have an adverse effect on their 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 thirty (30) standard business days after receiving a copy of materials in their official personnel file which they have reviewed and judged to have an adverse effect upon their employment. The employee's written response shall be attached to the materials and shall become a part of their official 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 Joint Labor Management Committee (JLMC) 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 JLMC, 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 JLMC 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 JLMC will be the Staff Representative of the Union, the President of Local 1857 (Main), the Chief Shop Steward of Local 1857 (Main), the Director of Human Resources, a KLT member, and, if the Library chooses, one (1) other management representative. The coordinators of the JLMC will be the President of the Union and the Director of Human Resources, or their designees.
- 23.4.** The JLMC meetings shall be held monthly, or with greater frequency, and/or 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 (1) meeting, either party may expand the attendees at the next meeting to help inform the discussion.
- 23.6.** For the JLMC meetings, 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. For those Union Representatives who travel to a meeting, the Library shall pay mileage pursuant to KCLS policy.

ARTICLE 24 – RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

24.1. Employees have the right:

- 24.1.1.** To be advised of KCLS work standards, policies, and procedures, and to expect a uniformly applied system of Human Resources Administration.
- 24.1.2.** To know the duties and responsibilities of their classifications.
- 24.1.3.** To be given the opportunity to participate in employee orientations, trainings, and meetings.
- 24.1.4.** To be informed of any recordings by the Library that involve them, including video, audio, or photographic content, and the purpose and scope of such recordings. In situations where the Employer has reasonable grounds, the Employer shall provide notice to the Union who will jointly decide if the employees shall be notified.
- 24.1.5.** To be free from any requirement by the Employer to submit to a polygraph as a condition of continued employment.
- 24.1.6.** To determine their level of participation in Union activities or affairs.
- 24.1.7.** To have access to the Library's policies and procedures.
- 24.1.8.** To be informed of changes in policies or procedures in a timely fashion.

24.2. Employees have a responsibility:

- 24.2.1.** To become knowledgeable of and adhere to KCLS policies, rules, and regulations.
- 24.2.2.** To submit to fitness for duty examinations and/or substance screening pursuant to KCLS policy, as outlined in the KCLS Employee Handbook.

- 24.2.3.** To contribute to and be supportive of a workplace with respect for other KCLS employees and free from discrimination or harassment of fellow workers.
- 24.2.4.** To ensure that they are at work, on time, and ready to perform the duties of their position.
- 24.2.5.** To demonstrate excellent customer service and to treat all patrons with respect.
- 24.2.6.** To maintain reasonable access to assigned business communication devices and accounts and to be alert to employee communications applicable to their role while at work. In emergent and urgent situations such as inclement weather, power outages, or other similarly disruptive events, staff may be expected to check official communication channels to determine if they should report to work. Employees who are required to have or carry business communication devices may be called upon to monitor communications outside scheduled hours.

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 promoted shall be assigned a new anniversary date and be placed at the salary step in the new pay grade with a minimum increase of two and one half percent (2.5%), as long as the employee's salary rate shall not exceed the top step of the salary range. A promotion is defined as acceptance by a regular employee of a position assigned to a higher salary grade.
- 25.3.** When a regular staff member accepts a position in a lower classification, they shall be placed at the salary step closest to, but not greater than, their current salary rate, as long as the employee's salary rate does not exceed the top step of the salary range.

- 25.4.** An employee serving in an interim supervisory position that is in a lower classification shall continue to receive their current salary rate, and receive scheduled step increases in their current (non-interim) position for the duration of the temporary assignment.
- 25.5.** When a position has been reclassified, the employee in the position shall be placed at the salary step in the new pay grade with a minimum increase of two and one half percent (2.5%), as long as the employee's salary rate shall not exceed the top step of the new salary range. A reclassification is defined as a change in the salary grade assigned to a position.
- 25.6.** 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. Non-exempt full-time employees will receive the minimum two (2) hours of compensation in addition to their salary for the pay period during which the holiday occurred, provided that the employee works (or uses paid leave for) their full schedule during the pay period. The Employer may assign sufficient work to fill the two (2) hour minimum. During the performance of the additional work to fill the two (2) hour minimum, there will be at least two (2) 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. This process shall be independent of the scheduling process. 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.
- 25.7.** If the Library reinstates a regularly scheduled shift that commences between midnight and 5:30 a.m., the parties shall negotiate whether a shift differential is appropriate, and if so, how much the differential shall be.
- 25.8.** Employees who are assigned by the Employer to be in on-call status and who are required to carry a cell phone or other communication device outside of regular working hours and be within a reasonable geographic area to respond to emergencies, as defined by the Library, shall be

compensated with on-call pay for being accessible, available, and ready to respond to emergencies. Compensation shall be for one-half (.5) hour at the employee's regular rate of pay for each weeknight, Sunday through Saturday, and holidays, when scheduled to be in such status. Employees shall provide advance notice to their direct supervisor(s) in situations where they will be unavailable for on-call status and shall not be eligible for on-call compensation during these times.

- 25.9.** When an employee is called back to work for an emergency when the facility is closed, regardless of on-call status, they shall be compensated 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. Emergency call-back pay will not be reduced to reflect a provided meal period. Hours should be calculated to the nearest one-quarter (.25) hour.
- 25.10.** For regular employees who are authorized to work substitute hours, the substitute hourly rate will be equal to but not less than the minimum of the salary grade for the substitute position or the step closest to the employee's authorized salary without exceeding the maximum step in the salary grade for the substitute position.
- 25.11.** 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 perform the function for a minimum of one (1) hour shall be paid at the salary step in the pay grade of the higher classification which is a minimum increase of two and one half percent (2.5%), or Step A, whichever is greater, for the time spent performing such work. To be eligible for assignment of out-of-class function(s), the employee must meet the minimum qualifications of the classification and have completed any required training for the function(s).
- 25.12.** . 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.
- 25.13.** Overtime shall be compensated at the rate of one and one half (1.5) times an employee's regular rate of pay. Non-exempt employees shall have the choice of requesting overtime compensation or compensatory time at the above-cited rate, the scheduling of which shall be subject to the approval of the Employer in accordance with applicable law.
- 25.14.** 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 their supervisor without restrictions to pay period or calendar year.

25.15. All compensatory time accrued through December 31st of that year shall be used or cashed out by March 31st of the subsequent year.

25.16. Compensation for interpretive services provided by Library employees is outlined in the HR World Language Stipend policy. This policy shall be subject to Section 4.2. of this agreement.

ARTICLE 26 – VOLUNTEERS

26.1. The work performed by volunteers shall not result in a loss of authorized hours for employees under this contract.

ARTICLE 27 – SENIORITY

27.1. Seniority for regular full-time or part-time employees shall be defined as the most recent date of hire in a bargaining unit classification.

27.1.1. If two (2) or more employees have the same date of hire into the bargaining unit classification, the tie-breaker shall be total consecutive years of service at the Library, regardless of position.

27.1.2. If two (2) or more employees have the same seniority and tie-breaker dates, the following criteria shall be used to break the tie:

- 1st: Credit for non-consecutive years of service at the Library, regardless of position.
- 2nd: The affected employees shall draw lots.

27.1.3. If an employee has been in a classification, has advanced to a lead classification of the same position, and is subsequently returned to the original classification, the employee's seniority date shall be the most recent date of hire into the original classification.

27.1.4. The seniority of a Library Assistant who takes a position as a Library Technical Assistant (without an intervening position) shall be measured from the date of hire as a Library Assistant.

27.1.5. Seniority shall not apply until an employee has completed their initial probationary period. On completion of their probationary

period, the employee shall be credited with seniority from the most recent date of hire.

- 27.2.** For those employees accreted from another library into this bargaining unit prior to this Agreement, the seniority date shall continue to be their most recent date of hire in a comparable classification in the previous system.
- 27.3.** 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 Section 15.5.4.
- 27.4.** Time of approved unpaid leaves of absence in excess of ninety (90) calendar days or layoff shall not count toward the computation of seniority.
- 27.5.** The Library shall make the seniority list readily available to the Union and bargaining unit members. The seniority list shall be updated regularly.

ARTICLE 28 – TRAINING

- 28.1.** The Employer and the Union agree that upgrading of employees' skills and knowledge is important in providing accurate information and creative, efficient library service to the public. Employees are encouraged to take advantage of opportunities available for continuing study and self-improvement. To that end, all employees will have equal access to training applicable to their respective job classification.

ARTICLE 29 – OPENINGS, AVAILABLE HOURS, AND TRANSFERS

29.1. Hiring, Appointment and Transfer Eligibility

- 29.1.1.** Bargaining unit members who have discipline or performance corrective action(s) in their personnel file from the last one (1) year are ineligible to participate in hiring and voluntary transfer processes. Such employees may participate in additional hours processes.
- 29.1.2.** Probationary employees covered by this contract may express interest in in-region/department transfer opportunities within their classification. Such employees are ineligible for out-of-

region/department transfer until they have successfully completed their probationary period, pursuant to Section 14.4.

29.1.3. For business continuity and stability and to best support employee success, bargaining unit members shall be limited to one (1) lateral transfer every six (6) months.

29.1.4. To support employee interest in having flexibility to balance changing personal and professional needs, KCLS will facilitate a systemwide voluntary lateral transfer/trade process once every six (6) months for all community library based bargaining unit classifications.

29.2. Hiring, Appointment and Transfer Process

The process for hiring, filling, appointing, and/or transferring bargaining unit members and included bargaining unit classifications shall be as follows:

TYPE OF OPENING	PROCESS FOR HIRING, FILLING, OR TRANSFER
New Classification	<p>When a new classification is created and it is determined that the Employer shall hire into a newly created classification, the following process will apply:</p> <ol style="list-style-type: none">1. Employer shall notify union of new position to assess any work jurisdiction issues.2. KCLS employee-applicants who meet the minimum qualifications for the new classification will be automatically forwarded to the next stage in the recruitment process.
Vacancy to Existing Budgeted Position	<p>When the Employer determines that a vacancy exists in an existing, budgeted position and that it will fill the position, the following process will apply:</p> <ol style="list-style-type: none">1. Administer the Transfer Process below.2. KCLS employee-applicants who meet the minimum qualifications for the vacancy will be automatically forwarded to the next stage in the recruitment process.

Additional Hours	<p>When the Employer determines that hours are available and will be permanently added to an existing position, the following process will apply:</p> <ol style="list-style-type: none"> 1. Notify employees in the same classification within the same region or department. 2. Employees shall submit their interest in the hours, by writing or email, within seven (7) calendar days of the notice. If more than one employee expresses interest, the Employer shall use seniority to determine distribution of available hours.
Transfer within Classification	<p>A transfer is defined as lateral movement within a classification. When a position becomes available, the following transfer process will apply prior to the position being open for recruitment:</p> <ol style="list-style-type: none"> 1. The vacant position shall be offered to all regular status employees who are within the same classification, regardless of hours. Employees shall have seven (7) calendar days to express their transfer interest to HR. 2. If more than one (1) employee expresses interest, Employer shall initially select the most senior eligible applicant in the region or department. If no interest in-region or department, Employer shall initially select the most senior eligible applicant out-of-region or department. 3. The hiring manager shall invite the initially selected employee to an informal discussion of the position prior to making appointment. The initially selected employee shall have three (3) standard business days, to respond to the invitation. Employees in classification shall be presumed qualified at time of interview. Should the hiring manager determine that the employee is not objectively qualified for the position based on information obtained in the discussion, the hiring manager must document the justification with HR. The hiring manager will then meet with the next senior in region/department employee,

	<p>followed by out-of-region/department employees, unless no other interested employees exist.</p> <p>4. If not filled through transfer, the vacant position will move to recruitment under the terms of this Article.</p>
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29.3. Skill Enhancement

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

29.3.2 The parties have shared interest in employee development opportunities for internal advancement and commit to adoption of a stretch assignment structure to offer alternative routes to promotion.

ARTICLE 30 – ASSIGNED VEHICLES

30.1. Employees assigned a KCLS vehicle have the option to park their KCLS vehicle at their home or at a KCLS location determined by mutual agreement between the Director of Finance and Facilities or designee, the employee, the employee's direct supervisor(s), and their department director. Some locations may be exempt from consideration due to documented issues of vandalism or theft, or those outside of the Library service area.

30.2. For non-exempt employees who park their KCLS vehicle at a KCLS location, on-duty paid time begins when they prepare their KCLS vehicle for departure and ends when they park their vehicle at the KCLS location

30.2.1. Commute to and from the KCLS location in such case is considered non-compensable, off-duty time.

30.2.2. Employees in this situation are prohibited from performing work duties outside of this timeframe, unless otherwise assigned by their

direct supervisor(s) and appropriately compensated. This includes duties such as reviewing email and help desk tickets and making and receiving work-related phone calls.

30.3. For non-exempt employees who park their KCLS vehicle at home, KCLS will consider commute time of up to thirty (30) minutes each direction as on-duty paid time included in their assigned work shift for their full daily authorized hours.

30.3.1. During the paid commute time the employee will be accessible to KCLS to respond to phone calls using hands-free technology.

30.3.2. Employees whose commute is less than thirty (30) minutes shall prioritize this time to make work-related stops or will otherwise report to the assigned worksite.

30.3.3. Any commute time in excess of thirty (30) minutes each way in such case is considered non-compensable, off-duty time.

30.3.4. Employees in this situation are prohibited from performing work duties outside of this timeframe, unless otherwise assigned by their direct supervisor(s) and appropriately compensated. This includes duties such as reviewing email and help desk tickets and making and receiving work related phone calls. Assignment of work may include an assigned full or partial telework shift. A shift that is partial telework and partial in-building will not be considered a split shift.

30.4. For exempt bargaining unit members who are assigned a KCLS vehicle, there shall be no consideration for pay for commute time.

SIGNATURE PAGE

FOR THE UNION:
WSCCCE/AFSCME Local #1857-M, AFL-CIO



Suzette Dickerson, Staff Representative,
Council 2

FOR THE EMPLOYER:
KING COUNTY LIBRARY SYSTEM



Danielle Perry, Director of Human
Resources



Victoria Kunze, Local 1857, President

Dated this 26th day of November 2024

APPENDIX A
INCLUDED CLASSIFICATIONS 1857 (Main)

Job Code	Job Classification	Salary Grade
10221	Cataloging Librarian	22
20528	Client Technology Senior Systems Specialist	21
20527	Client Technology Services A/V Specialist	20
20525	Client Technology Services System Administrator	24
10754	Client Technology Systems Specialist	20
10753	Client Technology Technician	19
10476	Communications/Copy Specialist	21
10465	Community Relations Specialist	21
20106	Digital Content Strategist	22
10249	Digital Equity Coordinator	22
10388	Driver/Library Technician	14
10752	Enterprise Applications Administrator	24
20506	Enterprise Applications Engineer	26
10473	Graphics Assistant	17
10474	Graphics Specialist	19
10481	Graphics Technician	18
20022	Homeless Outreach Specialist	19
20509	HCM Administrator	24
20505	ILS Administrator	24
10760	IT Infrastructure Administrator	24
20519	IT Infrastructure Analyst	22
20523	IT Inventory Analyst	22
10258	Language Specialist	19
10206	Librarian – CCFJC	22
10222	Librarian – Mobile Services	22
20925	Librarian - Public Services	22
10211	Early Literacy Outreach Librarian	22
20723	Library Access Coordinator	23
20966	Library Assistant	12
10415	Library Associate - Ask KCLS	18
20967	Library Technical Assistant	14
10526	Library Technician I	13
10516	Library Technician II	14
10506	Library Technician III	16
10391	Materials Distribution Services Technician	13

20516	Network Engineer	26
10395	Outreach Services Specialist	18
10494	Print Production Specialist	18
10604	Program Assistant	15
20605	Program Assistant - Mobile Services	15
10256	Project Specialist – DEI	21
20718	Project Specialist - Public Services	20
10475	Public Relations Specialist	22
20955	Public Service Assistant	18
10200	Public Services Specialist - Makerspace	19
10207	Public Services Specialist – CCFJC	19
20502	Quality Assurance Analyst	22
10216	Selection Librarian	23
10515	Shipping & Receiving Technician	14
10255	Social Impact Coordinator	24
20503	Software Development Engineer	26
10389	Sort Monitor	13
20105	Special Project Coordinator	22
20517	Systems Engineer	26