

**PROPOSED**

~~2013 - 2015~~ **2016 - 2018**

**AGREEMENT**

By and Between

**KING COUNTY LIBRARY SYSTEM**

And

**WASHINGTON STATE COUNCIL**

**OF**

**COUNTY AND CITY EMPLOYEES**

**AFSCME, AFL-CIO**

**LOCAL 1857**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the King County Library System (hereinafter referred to as Library or Employer, interchangeably) and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local # 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 unit (including the Shipping Department). See Appendix A for 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, on or before the 30<sup>th</sup> day following the date of execution of this Agreement, shall begin paying dues to become and remain members in good standing in the Union or shall pay an equivalent agency fee to the Union in lieu of monthly Union dues. The Union agrees to follow all legal requirements with respect to collecting dues and agency fees.
- 2.2. After the initial thirty (30) day period after the execution of this Agreement, all eligible new employees shall join the Union within thirty (30) calendar days from their date of hire and maintain their membership in good standing during the term of the Collective Bargaining Agreement. The Library shall provide each new employee with a Payroll Deduction Authorization card for the deduction of monthly Union dues.
- 2.3. Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member will be observed pursuant to RCW 41.56.122(1).
- 2.4. Within fifteen (15) working days of the employee's date of hire, the Library shall notify the Union in writing of the following information: Name, address, phone number, job classification, step, work location, and date of hire.

- 2.5. Neither party shall discriminate against any employee on account of membership or non-membership in the Union.
- 2.6. Upon the written authorization of any public employee within the bargaining unit, the Library shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the Washington State Council of County and City Employees and shall transmit the same to the treasurer of the Union. Provided that the authorization is not otherwise limited, prior authorization of dues withholding for 1857P and 1857S shall be considered authorization for dues withholding for 1857. The Union will indemnify, defend, and hold the Library harmless against any claims made and any suits instituted arising out of the administration of this Article.
- 2.7. The Library agrees to deduct from the pay of any employee the amount provided for in a written, signed authorization for Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.). The written authorization is completely voluntary and may be revoked by the employee at any time by giving written notice to the Library. The Library agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union will indemnify, defend, and hold the Library harmless against any claims made and any suits instituted arising out of the administration of this Article.

### **ARTICLE 3 – UNION ACCESS/BUSINESS**

#### **3.1. Union Access/Business**

The Union will send a letter to the Director of Human Resources listing the names of its Local officers and stewards, within ten (10) calendar days of selection.

Library work hours shall not be used by employees or Union Representatives to conduct Union business, except as provided in this paragraph or by other agreement between the Union and the Library. With prior notice, the Employer will grant employees who are Union officials or stewards (up to one per meeting) reasonable time off with pay for the purpose of attending scheduled meetings with Library officials, for attending meetings at which a presence is requested pursuant to Section 5.3 of this Agreement, ~~and for~~ pre-disciplinary meetings, and for preparation for pre-disciplinary meetings (up to one-half hour). Nothing in this Agreement shall require that the meeting be scheduled during the Union officials' working time. If they receive phone calls from unit members during working time asking to discuss Union business, stewards

or Union officials may participate in the calls for a brief period for the purposes of scheduling another time for grievance or investigation meetings.

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

### **3.2. Contract Negotiations**

Contract negotiation sessions will be established by mutual agreement.

Compensation for attendance at negotiations sessions shall be as follows:

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

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

### **3.3. Email and Bulletin Boards**

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

The Union shall be provided suitable space on existing staff bulletin boards for a clipboard designed for 8 ½ "x 14" paper for posting: (1) Union bulletins regarding scheduled business meetings ~~and;~~ (2) announcements regarding Union elections; and (3) the Union official newsletter. In larger libraries where the Library determines that space is available, if the Union provides its own bulletin board no larger than 20"x24"x36", the Library will hang the bulletin board, and the board may be used for meeting notices, election notices, Union newsletters, 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 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 for New Hires

The Library will provide the President of Local 1857 or designee the following information at regular payroll intervals: name, address, classification, work location, date of hire and scheduled hours.

### 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 ~~and~~ Shop Stewards, and bargaining committee members. Each year, during April and ~~May~~ October, unit employees will have the option of donating vacation time to the Leave Bank. The maximum that can be donated or used each calendar year is ~~250 hours. When the Union desires to use the leave in the bank, within one pay period after the time has been used by the Union official or Shop Steward, it shall notify The Library which employee(s) shall be paid from the Leave Bank and in what amounts~~ 500 hours. The Union designee shall note the use of Leave Bank time through the payroll system. The use of the Leave Bank time is limited to investigation of grievances, attendance at or preparation for negotiations, and meetings with Library officials ~~—~~ , and for preparation for pre-disciplinary meetings. Employees may donate any portion of their current vacation accrual, as long as they have at least two (2) weeks remaining. Except as specified in this Agreement, the administration of the Leave Bank shall be consistent with other donated leave programs administered by the Library. Each calendar month, the Library shall provide a report of how many hours in the Leave Bank were used, which designees used the hours, and how many hours remain in the Leave Bank.

### 3.7 Union Meetings in Library Premises

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

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

### 3.8 New Hire Orientation

During new hire orientation, a Library employee in the role of Union Officer or Shop Steward shall be given the opportunity to meet with newly represented bargaining unit employees for up to fifteen (15) minutes to discuss the responsibilities and benefits of Union membership. If the Library decides to modify its new hire orientation to be something other than a face-to-face group meeting, it shall discuss with the Union the manner in which the Union's desires to communicate with new employees can be accommodated. Nothing in this Agreement shall require that the Library conduct new hire orientation.

## **ARTICLE 4 – MANAGEMENT RIGHTS, RESPONSIBILITIES**

- 4.1. The Union recognizes that the Employer has an obligation to the public to provide the highest quality of service in an efficient and economical manner. The Union further recognizes the right of the Employer: to operate and manage its facilities, including the right to classify jobs, determine standards of performance, and maintain order and efficiency; to direct employees and determine job content, job assignments; to establish work locations, work hours, and work schedules; to determine the services to be provided to the Library's constituents, systems, methods, materials, and equipment to be used; to change operational systems, methods, procedures, and equipment; to determine staffing requirements; to determine the kind and location of facilities; to determine the locations to which employees report to work; to determine whether the whole or any part of the operation shall continue to operate; to assign work and contract or subcontract for goods and services; to recruit, select and hire employees; to promote, demote, transfer, lay off, or recall employees; to progressively discipline or discharge employees for cause; to assign overtime work to employees; and to promulgate rules, regulations, and personnel policies. The exercise of management rights shall not be subject to the grievance procedure, except as limited by an express provision of this Agreement as set forth in other Articles.
- 4.2. Prior to implementation of new policies or changes during the term of the Agreement affecting wages, hours, and working conditions, the Union shall have the right to review and comment on the proposed policies/changes. The Union may respond with its comments within ~~threetwo~~ (32) calendar weeks of receipt of the proposed changes.

If the Employer does not receive comment, implementation by the Employer may occur. Upon written request of the Union during the above period, a period of negotiations will start within seven (7) calendar days.

Sixty (60) days after the start of negotiations, implementation by the Employer may occur. However, negotiations may continue if more time is

needed to address the impact of the change upon wages, hours or working conditions.

- 4.3. If a subcontracting decision involves the potential layoff of bargaining unit members, the Library shall provide the Union a description of the services to be performed and a statement of purpose supporting its consideration of subcontracting of such work. The Union will be given the opportunity to present alternatives to the subcontracting of such bargaining unit work, within thirty (30) calendar days of notification.
- 4.4. The Employer will notify the Union in the event a bargaining unit position is eliminated.
- ~~4.5. The Employer is implementing a new staffing model. As additional changes to the Employer's operation occur as a result of the model, the Employer will negotiate the effects of the changes on the bargaining unit with the Union.~~

## **ARTICLE 5 – DISCIPLINE AND DISCHARGE**

- 5.1. The Employer may progressively discipline or discharge any post-probationary employee for just cause<sup>1</sup>. KCLS reserves the right to use its discretion as to what level of discipline is appropriate in a given situation. ~~The disciplinary steps outline in Section 5.2 may not all be taken or may not be taken in the order outlined if KCLS determines the situation requires a different approach.~~
- ~~5.2. Disciplinary action or measures are limited to the following, unless the parties mutually agree otherwise:~~
  - ~~5.2.1. Written warning~~
  - ~~5.2.2. Suspension without pay~~
  - ~~5.2.3. Demotion or reduction in pay~~
  - ~~5.2.4. Probation~~
  - ~~5.2.5. Discharge~~

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.

- 5.2. ~~5.3.~~ Should an employee be asked by his/her supervisor to a meeting in which the employee is being investigated for potential discipline or a pre-disciplinary meeting, the employee may request that a Union Representative be present for the meeting. The employee's request shall not unduly delay the meeting and shall not be dependent on the presence of any particular Union representative.



- 5.3. ~~5.4.~~ A copy of any formal disciplinary action will be given to the employee and a copy shall also be provided to the Union. The employee shall sign and date the written copy as acknowledgment of receipt. The employee's signature thereupon shall not be construed as an admission of guilt or concurrence with the action, but rather as an indicator that he/she has been made aware in writing of the disciplinary action taken, a statement of the facts and the corrective action required.
- 5.4. ~~5.5.~~ Written reprimands will not be considered by KCLS for any internal purposes after eighteen (18) months if no further incidences occur within the eighteen (18) months.
- ~~5.6.~~ ~~Within fourteen (14) calendar days, excluding holidays, the employee may appeal formal disciplinary action. For written warnings, the appeal shall be to the appropriate Administrative Planning Team (APT) member, which shall be final. For discipline more severe than a written warning, the appeal shall be to the Library Director. The APT member and the Library Director, as appropriate, shall retain the sole authority to make the final decision with regard to discipline and/or discharge of any employee. The appeal process may only be used in lieu of, and not in addition to, the procedures set forth in Article 6, Grievance Procedure; whichever procedure is commenced first shall be the only one used.~~ If no further incidences occur within eighteen (18) months, upon written request by the employee, the Library shall remove the written reprimand from the employee's personnel file. It is recognized that the Library must retain records of all discipline.
- 5.5. ~~5.7.~~ Disciplinary action will be communicated by the Employer to the employee in a nonpublic area.

## **ARTICLE 6 – GRIEVANCE PROCEDURES**

**6.1.** A procedure is hereby established as a means to resolve grievances. The Union and Employer agree that the grievance procedure shall be the sole and exclusive method for resolution of disputes between an employee and the Library or the Union and the Library for all claims of breach and/or violations of the Labor Agreement.

**6.2. Definition of Grievance**

A grievance shall be defined as a claim or dispute by an employee or the Union on behalf of an employee or group of employees with respect to a violation of the express provisions of this Agreement. If the parties mutually agree, the timelines set forth may be extended on a case by case basis. If a grievance is not presented by the employee or the Union within the time limits set forth below, it shall be considered "waived" and may not

be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's answer. If the Employer does not answer a grievance within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The parties agree to make every effort to address grievances promptly at the earliest stage in the process.

### **6.3. The following Steps shall apply:**

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

**6.3.2. Step 2:** If not resolved above or for grievances challenging discipline more severe than a written warning, the grievance shall be submitted to the appropriate APT member, or designee, in writing by the Union within fourteen (14) calendar days, excluding holidays, following the completion of Step 1 or the imposition of discipline. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall be arranged within fourteen calendar days, excluding holidays, with the Administrative Planning Team member, the grievant and the Union. Following that meeting, the APT member shall give a written response within sixteen (16) calendar days of the completion of the meeting.

**6.3.3. Step 3:** If not resolved above, the grievance shall be reduced to writing and submitted by the Union to the Library Director, or designee within fourteen (14) calendar days, excluding holidays, following receipt of the written Step 2 response. A meeting shall be arranged within fourteen (14) calendar days, excluding holidays, between the Library Director or designee, the grievant and the Union. The Library Director or designee shall then submit a decision, in writing, on the grievance within sixteen (16) calendar days, excluding holidays, from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by both parties.

#### 6.4. Mediation

The parties may jointly request mediation within fourteen (14) calendar days, excluding holidays, of issuance of the Director's response in Step 3. Such request shall be in writing and the Step 3 grievance shall be attached to the request, which shall be filed jointly and signed by the President of the Local and the Library Director, or designee. The purpose of mediation shall be to facilitate resolution of the grievance regarding interpretation of contract language. The location and time(s) for any mediation meeting shall be by mutual agreement of the parties in consultation with the assigned mediator. At any time during the mediation process, either party may, by written notification, terminate the mediation.

#### 6.5. Arbitration

**6.5.1. Appeal Procedure:** In the event the decision reached ~~by the Library Director or designee~~at Step 3 is unsatisfactory to the Union, the grievance may, within twenty-one (21) calendar days, excluding holidays, after the receipt of the ~~Library Director's~~Step 3 decision, be submitted to arbitration. It shall be understood that ~~the Library Director~~Step 3 shall be the last step of the grievance procedure for disciplinary action up to and including a written warning. Suspension without pay, demotion, disciplinary probation and discharge are subject to grievance arbitration. If the parties fail to mutually agree upon an Arbitrator, a list of seven (7) names shall be requested from the American Arbitration Association. The parties shall alternatively strike names, beginning with the respondent, until one (1) remains, and that person shall serve as the Arbitrator. If referred to arbitration:

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

**6.5.1.2.** The Arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and

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

**6.5.2. Expenses and Fees:** It is agreed that the expenses and fees of the Arbitrator shall be paid by the non-prevailing side. In a situation where the decision is not clearly one way or the other, the Arbitrator shall establish percentages for payment purposes. The

Library and the Union shall each bear the cost of presenting its own case (including Attorneys' fees).

#### 6.6. Election of Remedies

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

### ARTICLE 7 – WAGES

- 7.1. All employees recognized as part of the bargaining unit shall be compensated based on the Library's salary schedule for Local 1857 represented employees (see Appendix A).
- 7.2. Step Advancement: Employees shall be moved to the next step in the Grade on the first day of the first payroll period following their anniversary date.
- 7.3. Effective ~~January 1, 2013,~~ upon ratification of this Agreement, the applicable salary schedule shall be adjusted ~~the same as the applicable salary schedule in effect for library employees generally, provided that the schedule shall be increased no less than two percent (2~~one and three-quarters percent (1.75%)).
- 7.4. Effective January 1, ~~2014,~~ 2017, the applicable salary schedule shall be increased the same as the applicable salary schedule in effect for library employees generally. ~~— If the assessed value base (excluding new construction) on which the Employer's tax revenue is based for the tax year 2014 has not declined from the tax year 2013, as measured by the King County Department of Assessments in its Certification of Assessed Valuation, the salary schedule shall be increased at least,~~ but no less than two percent (2%).
- 7.5. Effective January 1, ~~2015,~~ 2018, the applicable salary schedule shall be increased the same as the applicable salary schedule in effect for library employees generally. ~~— If the assessed value base (excluding new construction) on which the Employer's tax revenue is based for the tax year 2015 has not declined from the tax year 2014, as measured by the King County Department of Assessments in its Certification of Assessed Valuation, the salary schedule shall be increased at least,~~ but no less than two percent (2%).

**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 Human Resources Manager in writing within ~~thirty (30) calendar days~~two (2) weeks after notification.

**7.7.** Ratification Incentive Bonuses: Within forty-five (45) days of ratification of the 2016-2018 Agreement, if the Agreement is ratified by November 1, 2016, the Employer shall pay a lump sum bonus to each bargaining unit employee equal to one percent (1%) of the employee's annual salary.

**7.7.1.** Employees must be active employees of the Employer at the time of payment in order to receive the bonus payments. It is recognized that the bonus payments are taxable wages.

## **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 37.5 hours per week.

### **8.3. Flex-time**

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

### **8.4. Shift Exchange**

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

### **8.5. Work Location Status**

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 “Cluster” status. Employees hired subsequent to the Memorandum of Agreement were designated as “Cluster” status.

## **8.6. Regularity of Location**

Community Library Staff work on a regular basis in one community library yet are available for cluster specialty functional assignments. Community Library Staff in each classification may also be assigned to other locations within the cluster to accommodate inflow of others with a specialty function.

## **8.7. Cluster Staff work location**

Cluster Staff may work on a regular basis in more than one community library within a cluster. Cluster staff will not be assigned to more than two locations unless mutually agreed. For communication and supervisory purposes, each staff member is assigned a base community library. Each staff member has an established work schedule.

**8.7.1. Continuity of Work Location Status:** Community Library Staff/Cluster Staff status will be maintained for all employees who do not change hours or locations. In addition, the Community Library Staff status will 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 cluster for non-disciplinary purposes. If an involuntary transfer of this type occurs, the transferred employee will establish a Community Library Staff status at the new primary location of the employee.

**8.7.2.** When the Employer has a legitimate operational reason to modify the location of Cluster or Community Library Staff, it will accept volunteers for the relocation first. If there are insufficient volunteers, employees will be chosen by reverse seniority. Notwithstanding the above, the Employer may decline to accept a volunteer or vary from reverse seniority order in order to fulfill a specific need of a library 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 the parties shall discuss the Employer’s reasons for the planned action.

## **8.8. Work Schedules for Branch Library Staff**

During the ~~course of negotiations for this~~ 2013-2015 Agreement, the Employer and the Union, ~~through a joint Subcommittee, have~~ developed a new process for scheduling ~~staff that provides~~ branch library staff through a joint Subcommittee. The Employer and the Union commit to continuing to

engage through a joint Subcommittee to modify the scheduling process to create an efficient process that reduces the time spent by all on the process, while still providing for the business needs of the Library and ample consideration of employee preferences. The parties ~~recognize that the scheduling process needs continued effort and evolution, and that the full contours of the process will not be completed by the effective date of this Agreement. Accordingly, the parties agree as follows~~agree that the following parameters will be used for modifications of the scheduling process for community library employees:

~~8.8.1. The Annual Scheduling Process and Procedure for Resolving Schedule documents attached as Appendix B were prepared by the Subcommittee. In addition, a document of Reasonable Scheduling Practices (including definitions of legitimate business needs) shall be prepared by the Subcommittee. Together, these documents reflect the new scheduling process and shall be used for all further effort on this subject.~~

~~8.8.2. After the effective date of this Agreement, the Subcommittee shall continue its work for further refinement of the process and creation of additional forms and documents.~~

~~8.8.3. For schedules effective January 1, 2013, the provisions of the 2010-2012 Collective Bargaining Agreement shall be followed. Those provisions are reflected in Appendix C.~~

~~8.8.4. For libraries undergoing a transition to the new staffing model effective July 1, 2013, and for all annual scheduling thereafter, the new scheduling process shall be followed.~~

~~8.8.5. Following the completion of the scheduling process for July 1, 2013, and following the completion of the scheduling process for 2014, the Subcommittee shall reconvene to evaluate the success of the new scheduling process and consider any mutually agreed changes.~~

8.8.1 Unless otherwise meeting a legitimate business need or by mutual agreement, part-time staff members will be scheduled to work shifts that are four (4), five (5), or eight (8) hours in length (7.5 hours worked).

8.8.2 In order to allow for sufficient coverage for business needs and open hours, the preference process will require each staff member to identify, when weekend work is scheduled, whether they prefer Saturdays, Sundays, or both. Staff members will be scheduled to work no more than four weekend days in four weeks.

unless (a) the member has identified a preference for more; or (b) this is insufficient or unnecessary to meet cluster business needs.

8.8.3 In order to allow for sufficient coverage for business needs and open hours, the preference process will require each staff member to identify, when evening work is scheduled, which evening(s) they prefer to work. Staff members will be scheduled to work no more than two evening shifts per week, unless (a) the member has identified a preference for more; or (b) this is insufficient or unnecessary to meet cluster business needs. An evening shift will be defined as a shift that ends later than 7:00 pm (excluding post-closing activities of short duration).

8.8.4 Seniority will be considered when developing schedules.

8.8.5 The process will allow for staff to make mutually agreeable adjustments before the schedule is finalized, but all adjustments shall be subject to management approval.

8.8.6 The subcommittee shall include in its consideration the transparency of the process so that business needs and draft schedules are available to staff.

8.8.7. The Subcommittee shall determine the effective date of any agreed upon modifications to the scheduling process.

8.8.8. The Subcommittee will consist of (a) one Public Services Librarian, one Public Services Assistant, and one Library Technical Assistant or Library Assistant, each appointed by the Union; (b) two members of the Supervisory bargaining unit, including one Operations Manager; and up to three members designated by the Employer.

## **8.9. Schedule Change**

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

## **8.10. Rest Period**

Employees who are scheduled to work a shift of at least four (4) hours but not greater than five (5) hours shall receive one ~~ten~~fifteen ~~(10)~~(15) minute rest period ~~for each four (4) consecutive hours worked~~during the shift.



typically taken in the middle of the shift. Employees are not authorized to combine rest periods or to alter their start or quit times by eliminating ~~rest period(s)~~the rest period(s). Employees who work a shift less than four (4) hours are not entitled to a rest period. Employees who are scheduled to work shifts greater than five (5) hours shall receive a rest period of ten (10) minutes, in addition to their meal period.

#### **8.11. Holidays**

Holidays for employees working ten (10) hour days must be recorded for time keeping purposes as eight (8) holiday hours, plus two (2) hours of (i) holiday earned under Section 12.4; (ii) vacation; or (iii) comp time hours.

#### **8.12. Split Shifts**

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

#### **8.13. Meal Period**

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

#### **8.14. 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 business purposes 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 Assistant, and Library Associate. The Floating Positions shall have designated FTE status, may be part-time or full-time, and may be assigned to any library within 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 ~~one day's~~two days' notice of the need, KCLS will first offer, through its AESOP program or equivalent (or by email for those departments that do not use AESOP), the hours to those in the cluster or department in the relevant classification who are eligible for substitute hours at straight time rates. The parties acknowledge that the manager must fill the hours promptly. The Employer will bring to the Labor-Management Committee any proposed material changes in its procedures for offering substitute hours to bargaining unit employees.

## **ARTICLE 9 – INSURANCE BENEFITS**

~~9.1 — The Employer continues to offer staff a choice of the Premiera Blue Cross Heritage and High Deductible Plans, and Group Health and the option of participating in Section 125 Health and Dependent Care FSAs.~~

9.1 ~~9.2~~ The Employer ~~shall continue to pay~~will offer to bargaining unit staff the same options for health insurance that it offers to unrepresented employees, with the same costs, terms and conditions. This includes payment of full employee premiums for Medical, Dental, Life, flexible spending accounts and Long- Term Disability ~~Plans~~plans for eligible employees for ~~calendar years 2013, 2014, and 2015.~~the 2016 Plan Year. For the 2017 and 2018 plan years, employees shall pay 3% of the total premium for employee coverage, except that the Employer shall pay the full premium for employee coverage under the High Deductible Plan.

9.2 ~~9.3~~ The employee shall pay the full premium for Medical and Dental coverage for dependents the employee elects to have covered.

~~9.4 — For subsequent years of the new Agreement, if the cost of any of the medical programs exceeds a fifteen percent (15%) increase, either the Union or the Library may request negotiations over that program only.~~

9.3 Each year, when the Employer receives sufficient information from its health insurance vendors regarding potential changes in plans or costs for the following year, it shall notify the Union and shall advise the Union of the date by which it will make its decision. Upon request of the Union, the Employer and the Union shall meet to review the potential changes and discuss alternatives. At the Employer's option, representatives of other bargaining units may be included in this meeting. Following the meeting, the Union may, if it desires, submit within two (2) weeks of the meeting a written request for changes to the plans for consideration by the Executive Director.

## **ARTICLE 10 – SICK LEAVE**

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

### **SICK LEAVE ACCRUAL RATES**

<b>Accrual Rate per Pay Period</b>	<b>Salary Level Exempt</b>	<b>Salary Level Non-Exempt</b>
Full-time sick leave	4.00 hours	4.00 hours
Part-time sick leave	.0460 per hour	.0460 per hour

## **ARTICLE 11 – VACATIONS**

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

### **ANNUAL LEAVE ACCRUAL CHART**

<b>Salary Grade</b>	<b>Length of Service</b>	<b>Rate of Accrual</b>	<b>Hours Vacation Per Year</b>	<b>Maximum Hrs Accumulated</b>
Non-Exempt (Full-time)	Under 5 years	15 days per year	120 hours per year	240 hours
Non-Exempt (Full-time)	Over 5 years	20 days per year	160 hours per year	320 hours
Non-Exempt (Part-time)	Under 5 years or 10, 440 total hours worked	1 hour per 17.4 hours worked	Example: 20 hours work per week = 60 hours vacation per year	120 hours
Non-Exempt (Part-time)	The greatest of over 5 years or over 10,440 hours OR after 10 years of continuous regular * employment	1 hour per 13 hours worked	Example: 20 hours work per week = 80 hours vacation per year	160 hours
Exempt (Full-time)	Does not apply	22 days per year	176 hours per year	352 hours
Exempt (Part-time)	Does not apply	1 hour per 11.9 hours worked	Example: 20 hours per week = 87 hours vacation per year	176 hours

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

## VACATION ACCRUAL RATES

Accrual Rate per Pay Period	Salary Level Exempt	*Salary Level Non-Exempt	Salary Level Non-Exempt
Full-time vacation	7.33 hours	6.67 hours	5 hours
Part-time vacation	.0840 per hour	.0769 per hour	.0575 per hour

\* After 5 year of full-time employment with KCLS. Part-time staff must have worked 10,440 hours or have 10 year of continuous employment with KCLS.

## MAXIMUM VACATION ACCRUALS

Authorized Hours Per Week	Salary Level Exempt	*Salary Level Non Exempt	Salary Level Non Exempt
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

Authorized Hours Per Week	Salary Level Exempt	*Salary Level Non Exempt	Salary Level Non Exempt
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

\* After 5 year of full-time employment with KCLS. Part-time staff must have worked 10,440 hours or have 10 year of continuous employment with KCLS.

## **ARTICLE 12 – HOLIDAYS**

**12.1.** Holiday benefits shall be administered on the same basis as is in effect for other employees of the Library pursuant to KCLS policy, which includes the list of designated holidays in Section 12.2 and eligibility and procedures for receipt of one (1) floating holiday per calendar year.

**12.2.** List of designated holidays:

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

**12.3. Part-Time Employees**

**12.3.1** 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.

**12.3.2** If a part-time employee's regularly scheduled shift falls on a holiday, and the hours regularly scheduled exceed his/her 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 hours 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.

**12.4.** 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 manager. 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 manager. Holiday hours must be used in two (2) hour increments, up to a full day, or in lesser increments if used to obtain full pay for another holiday taken off.

### **ARTICLE 13 – OTHER LEAVES**

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

**13.2.** Other leaves include:

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

#### **13.3 Inclement Weather/Natural Disaster Leave**

Regular unit employees shall receive up to 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. 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. The Inclement Weather/Natural Disaster Leave will not roll over into the next calendar year or be paid upon separation.

## **ARTICLE 14 – PROBATION PERIODS**

- 14.1** All bargaining unit members shall be subject to an initial six (6) month probationary period. ~~The~~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 reasons. Such probationary employees serve at the will of the Employer and may be discharged from employment without recourse to the grievance procedures. All employees retained after the expiration of their probationary period shall become regular status employees.
- 14.2** 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 his/her 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 month probationary period not to be suitable for the position, or if the promoted employee requests to revert to his/her 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 his/her 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 transferred by the Library (either at the Library's initiative or at the employee's request) shall not be required to undergo a new probationary period. If the transferred employee has not completed their initial probationary period to the classification, said employee shall remain in a probationary status for the remainder of the probationary period.

- 14.5** An employee who is recalled from layoff to his/her previous classification shall not be required to undergo a probationary period upon recall unless he/she has not completed his/her probationary period.

## **ARTICLE 15 – REDUCTIONS IN FORCE & RECALL**

- 15.1.** Seniority for regular full-time or part-time<sup>2</sup> 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 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.—~~The preceding sentence shall also apply to a Children's Librarian who has taken a position as a Children's Section Supervisor and subsequently returns to a Librarian position.~~ 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 his/her probationary period, at which time the employee's seniority shall be retroactive to the date of hire. A regular employee who has received a temporary assignment without a break in service shall be considered a regular employee for purposes of workforce reduction. Prior to laying off bargaining unit employees, probationary, temporary, and project<sup>3</sup> 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 he/she has previously held service and for which the employee has the



qualifications to perform without further substantive training (e.g. 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 his/her intent to return to the Library's employment within seven (7) calendar days of receipt of the recall notice. Employees who notify the Library of their intent to return to work, within the established timeline, must report to work within twenty-one (21) calendar days of receipt of the written recall notice. If an employee does not report to work within the timeline, he/she shall have his/her name removed from the recall list.
  - 15.5.5.** 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 15.5.2. 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 accordance with State and Federal safety codes and Library safety policies.
- 16.2.** Where required, employees will be furnished personal protective equipment by the Employer in accordance with the Employer's policy and will be required to wear said equipment when performing certain work. Failure to do so may result in disciplinary action.
- 16.3.** The Library has the right to implement fit for duty policies and procedures including drug and alcohol testing. Such policies shall be consistent with the mutual commitment of the parties to support policies that promote a workplace free from substance abuse.
- 16.4.** Local 1857 may appoint one bargaining unit member as a representative to the Library's System-wide Safety Committee.

#### **ARTICLE 17 – SAVINGS CLAUSE / SUPREMACY OF AGREEMENT**

- 17.1.** If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall on request of either party enter into immediate collective bargaining negotiation for the purpose of arriving at a mutually satisfactory resolution of such Article.
- 17.2.** This Agreement, upon ratification, supersedes and provides no contractual right to all prior practices and agreements, whether written or oral, unless expressly state to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Any conflict between this Agreement and Library Policies and

Rules shall be governed by the terms of this Collective Bargaining Agreement.

### **ARTICLE 18 – DURATION OF AGREEMENT**

- 18.1** This Agreement shall be in full force and effect upon date of signing and shall continue until December 31, ~~2015~~2018.

### **ARTICLE 19 – RETIREMENT**

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

### **ARTICLE 20 – NONDISCRIMINATION**

- 20.1.** Any claim of unlawful discrimination shall be pursued through the complaint resolution procedure set forth in KCLS Policy 200.05, Section 6.8. The claim shall be made by the employee, on his/her own behalf or by the Union, on behalf of the employee.

### **ARTICLE 21 – PERSONNEL FILE**

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

## **ARTICLE 22 – NO STRIKE/NO LOCKOUT**

- 22.1.** Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal, and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Library, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Library.
- 22.2.** The Employer agrees not to lockout employees during the term of this Agreement.
- 22.3.** In the event of a violation of this Article the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution and By-laws.
- 22.4.** The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

## **ARTICLE 23 – LABOR/MANAGEMENT COMMUNICATIONS MEETINGS**

- 23.1.** This Article creates a Labor/Management communication procedure to initiate and enter into non-adversarial discussions regarding matters of general concern to management or employees of the Library, consistent with the purpose of this Agreement, as opposed to grievances. It is understood that any matter that has been made the subject of a formal grievance under the terms of the Labor Agreement shall be excluded from consideration under the Labor/Management communication procedure, unless mutually agreed. Further, this process is intended to supplement, rather than replace, raising issues with direct supervisors.
- 23.2.** It is further understood that (unless otherwise mutually agreed) the work of the parties under the Labor/Management communication procedure shall in no way add to, subtract from, alter, or amend the Labor Agreement. Either the Union or the Library may propose to initiate discussion on a subject of a general nature affecting the employees of the Library. Such discussions will be entered into and conducted by mutual agreement.
- 23.3.** The Labor/Management Committee will be the Staff Representative of the Union, the President of Local 1857, the Chief Shop Steward of Local 1857,

the Director of Human Resources, an APT member, and, if the Library chooses, one other management representative. The coordinators of the Labor/Management communication procedure will be the President of the Union and the Director of Human Resources or their designees.

- 23.4.** The Labor/Management Communications meetings shall be held monthly but may be cancelled by mutual agreement. All scheduling shall be by mutual agreement.
- 23.5.** Either party may set agenda items. With notice at one meeting, either party may expand the attendees at the next meeting to help inform the discussion.
- 23.6.** For the meetings described in Section 23.4 above, bargaining unit members will be paid for their regularly scheduled hours that overlap with the time spent in such a meeting and that overlap with the time spent traveling to the meeting 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 from a branch location, the Library shall pay round trip mileage pursuant to KCLS policy.

## **ARTICLE 24 – RIGHTS AND RESPONSIBILITIES OF EMPLOYEES**

- 24.1.** Employees have the right:
- a) To be advised of KCLS work standards, policies and procedures, to expect a uniformly applied system of Human Resources Administration.
  - b) To know the duties and responsibilities of their classifications.
  - c) To be given the opportunity to participate in employee orientations, trainings, and meetings.
  - d) To be free from audio or visual recordings without his/her knowledge.
  - e) To be free from any requirement by the Employer to submit to a polygraph as a condition of continued employment.
  - f) To determine their level of participation in Union activities or affairs.

- g) To have access on KCLS Intranet to the Library's policies and procedures.
- h) To be informed of changes in policies or procedures in a timely fashion.

**24.2.** Employees have a responsibility:

- a) To become knowledgeable of KCLS policies, rules, and regulations.
- b) To submit to Fit for Duty examinations pursuant to KCLS Policy No. 800.25 dated 12/18/2001.
- c) To contribute to and be supportive of a workplace with respect for other KCLS employees and free from substance abuse and harassment of fellow workers.
- d) To ensure that outside activities do not render the employee unable to be at work, on time, ready to perform the employee's assigned duties.
- e) To continue to demonstrate excellent customer service and to treat all patrons with respect.

**24.3. Statutory Rights**

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

**ARTICLE 25 – RATES OF PAY**

- 25.1.** Newly hired employees shall be assigned Step A of the pay grade. Exceptions may be made with the approval of the Director [of Human Resources](#) or designee.
- 25.2.** Employees who are 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, he/she shall be placed at the salary step closest to, but not greater than, his/her current salary rate, as long as the employee's salary rate does not exceed the top step of the salary range.

- 25.4. 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.
- 25.5. 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 this minimum 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) his or her full schedule during the pay period. The Employer may assign sufficient work to fill the 2 hour minimum; during the performance of the additional work to fill the 2 hour minimum, there will be at least two people present in the library and the temperature of the building shall be within the parameters of KCLS policy. Each Cluster shall develop a process for assigning the work of managing material flow that will include the following elements: (a) volunteers shall be accepted first, with the opportunity to volunteer offered by seniority; (b) if there are insufficient volunteers, the assignment shall be made in order of reverse seniority ~~with an equitable distribution of the holidays among the least senior. The~~ This process ~~developed by the Cluster~~ shall ~~work simultaneously with~~ be independent of the annual scheduling process, ~~starting for July 1, 2013 for libraries undergoing the transition at that time and for January 1, 2014 for all other libraries~~ but may be reviewed by the full scheduling committee. Employees who manage material flow on a holiday will not be compelled to reduce their schedules during the same week to account for the holiday hours worked. Employees who manage material flow are eligible for mileage reimbursement up to thirty (30) miles each way, to and from their residence, as well as mileage reimbursement between work sites. Subject to management approval, employees may find other coverage for their assigned shifts under this paragraph, without necessarily arranging a trade of shift.
- 25.6. 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.
- 25.7. The Employer operates a mobile patron service and may need Librarians, Library Technical Assistants, or Library Assistants to drive KCLS vehicles. The Employer will solicit and accept volunteers ~~first before assigning for~~ such driving assignments, and will train those who are willing to perform driving assignments on a regular basis. If the Employer does not receive sufficient volunteers, the Employer may assign a Librarian, Library Technical Assistant, or Library Assistant to drive a KCLS vehicle ~~for mobile patron service.~~ If such assignments are necessary, the Employer will first

select those who were hired with the specific intention that they would drive KCLS vehicles. If additional assignments are necessary, to the extent that the needed skills and qualifications are equal within the required classification and Cluster, the Employer will assign driving by reverse seniority. The Employer shall not be required to make any assignments that result in overtime. When a Library Assistant is assigned to drive such a vehicle, the Library Assistant will receive an hourly premium of \$1.15 for all hours on the shift in which such driving is performed.

~~25.7.1. The Employer and the Union will discuss in Labor Management Committee the scheduling of Librarians to drive Mobile Learning Labs and strategies to make such driving safe and effective.~~

- 25.8.** Employees who are assigned by the Employer to be in on-call status and who may be required to carry a pager, cell phone, or other communication device shall be compensated at the following rate, when scheduled to be in such status:
- a) One-half (.5) hour of straight pay for each week night, Monday through Saturday, and for each night, Monday through Sunday after December 31, 2010; or
  - b) One-half (.5) hour straight pay for recognized holidays.

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

- 25.9.** When an employee is called back to work for an emergency when the facility is closed, he/she shall receive compensatory time or overtime payment at the rate of one and one half (1.5) times the employee's regular rate of pay for a minimum of two (2) hours or the hours worked, whichever is greater. Emergency call-back pay will not be reduced to reflect lunch time hours provided. Hours should be calculated to the nearest one-quarter 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 work in a higher bargaining unit classification and who perform the full range of duties and responsibilities within such higher classification for a full work shift shall be paid at the rate of pay in the higher classification which is a minimum increase of two and one half percent (2.5%) or Step A, whichever is greater.



- 25.12.** Employees who are assigned by the Employer, or designee, to perform a function that is exclusively the work of a higher bargaining unit classification and who performs the function for a period of at least four (4) hours during one workday, shall receive a premium of two and one half percent (2.5%) of their base pay for the time spent performing such work.
- 25.13.** 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.
- 25.14.** 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 comp time at the above-cited rate, the scheduling of which shall be subject to the approval of the Employer in accordance with applicable law.
- 25.15.** FLSA exempt employees shall receive comp time in lieu of overtime payments at the rate of an hour-for hour basis, with a cap of twenty (20) hours total.
- 25.16.** Compensatory time for non-exempt employees may be accumulated to a twenty-four (24) hour maximum and will be scheduled by mutual agreement between the employee and his/her supervisor without restrictions to pay period or calendar year.
- 25.17.** No wage payment will be made for any accrued compensatory time, except (a) upon termination of employment; and (b) once per calendar year for each employee, upon request of the employee.
- 25.18.** Within one (1) year from the date of ratification of this Agreement, the Library shall develop a policy regarding compensation for interpretative services provided by Library employees. 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. If two 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. ~~The preceding sentence shall also apply to a Children's Librarian who has taken a position as a Children's Section Supervisor and subsequently returns to a Children's Librarian position.~~ 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. Seniority shall not apply until an employee has completed his/her initial probationary period. On completion of his/her probationary period, the employee shall be credited with seniority from the most recent date of hire.

- 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 Article 15.5.4.
- 27.4. Time of approved unpaid leaves of absence in excess of ~~thirtyniney~~ (3090) calendar days or layoff shall not count toward the computation of seniority.
- 27.5. The Library shall provide the Union with a seniority list in January of each year.

## **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, AND TRANSFERS & EMPLOYMENT POOLS**

### **29.1. Available Hours**

When the Employer determines that a vacancy exists in any existing or newly created classification covered by this Agreement and the Employer determines that the vacancy will be opened, a notice of such opening will

be published internally for employees covered by this Agreement for a minimum of seven (7) calendar days.

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

## 29.2. Transfers

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

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

~~**29.2.3** The Employer has engaged an advisory committee to review and revise its employment pool process. The Employer will assign the advisory committee the responsibility to identify procedures to accelerate the process by which internal candidates are rated and re-rated.~~

~~**29.2.4** Following the effective date of this Agreement, and thereafter upon email request to Human Resources after an applicable anniversary date, internal candidates will receive additional ranking points in the employment pool for transfer purposes as follows:~~

- ~~a) After 3 years in the classification: .2~~
- ~~b) After 5 years in the classification, an additional .1, for a total of .3~~
- ~~c) After 8 years in the classification, an additional .1, for a total of .4~~
- ~~d) After 12 years in the classification, an additional .1, for a total of .5~~

~~**29.3.** The Employer will remove its numerical restriction on the number of Library Assistants who become Library Technical Assistants. All Library Assistants who become technology certified shall become Library~~

~~Technical Assistants and receive the applicable premium for all hours paid.~~

#### **29.4. Employment Pools**

~~If a pool exists for a classification, the employee must be ranked within the applicant pool at the time names are to be submitted to the hiring manager.~~

~~Employees who submit to the Pool for their existing classification or another classification in the unit will qualify for the Pool. To be ranked within the Pool, the employee must complete the selection process.~~

~~Once ranked, an employee will qualify for consideration for any opening in the pool designated as a preferred location and hours.~~

~~To be considered for a vacancy at a location and hours previously not indicated on their application materials, the employee need only submit a written request to add their preference for the location/hours within the seven (7) calendar days set forth in the notice of such opening.~~

~~When considering candidates for promotions, the hiring manager will interview no less than the top two internal candidates, provided that those internal candidates have been rated in the top 20 of all candidates for the position.~~

~~When a new classification is created, a new pool may be created for it.~~

~~Applications for the Pool may be submitted on an ongoing basis and will remain on file until the employee requests removal from the pool.~~

~~Those employees who have been ranked may request in writing that the Human Resources office provide their supervisor with information about their strengths and weaknesses as determined through the selection process. The supervisor shall then use such information only to assist the employee in skill enhancement and career development.~~

#### **29.5. Transfers from the Supervisory Unit**

~~The Employer and the Union will continue further discussion in the Labor Management Committee of the pay to be received when members of the Supervisory Unit change positions and become members of this unit. If the discussions do not accomplish a resolution, the Union agrees that the Employer may re-open this Agreement for the sole purpose of negotiating in good faith a resolution.~~

#### **29.3 Skill Enhancement**

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

**SIGNATURE PAGE**

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
~~2013~~2016

**APPENDIX A  
LIBRARY SALARY SCHEDULE FOR EMPLOYEES**

<b>Job Type</b>	<b>Description</b>	<b>Pay Grade</b>
10221	Cataloging Librarian II - CMS	17
10476	Communications/Copy Specialist	14
10465	Community Relations Specialist	14
10733	Computer Operator	10
10735	Computer Operator, Senior	12
10510	Conservation Technician	10
10756	Database & Software Svc Spc	17
10388	Driver/Library Technician	8
10752	Enterprise Automation Admin	19
10473	Graphics Assistant	12
10480	Graphics Technician	10
10386	Lead Driver/Warehouse	10
10437	Lead Library Assistant I	11
10426	Lead Library Assistant II	13
10223	Librarian I - CMS	16
10222	Librarian I - Public Services	17
10212	Librarian II	18
10202	Librarian/Childrens Sec Lead	18
10205	Librarian/Teen Services Lead	18
10436	Library Assistant II	11
10438	Library Assistant II (Inst.)	11
10448	Library Assistant I-Lrg/Res/Rg	8
10446	Library Assistant I-Small&Med	8
10416	Library Associate - PS	13
10415	Library Associate -Answer Line	13
10419	Library Associate-Bellevue	13
<a href="#"><u>20967</u></a>	<a href="#"><u>Library Technical Assistant</u></a>	<a href="#"><u>8L</u></a>
10526	Library Technician I	7
10516	Library Technician II	9
10506	Library Technician III	10
10703	Network & Sys Administrator	19
10247	Online Services Coordinator	21
10395	Outreach Services Specialist	13
10755	PC AMH Specialist	16
10754	PC Systems Specialist	15
10753	PC Technician	13
10493	Press Operator	10

<b>Job Type</b>	<b>Description</b>	<b>Pay Grade</b>
10604	Program Assistant	10
10250	Program Coord. - Diversity	20
10235	Public Computer Trainer	13
10475	Public Relations Specialist	16
10200	Public Services Specialist	14
10216	Selection Librarian	18
10389	Sort Monitor	6
10773	Telecom Service Specialist	13
10757	Web Application Programmer	16
10485	Web Services Assistant	10



## **APPENDIX B**

### ~~Annual Scheduling Process and Procedure for Resolving Schedule~~

## APPENDIX C

### ~~Prior Scheduling Provisions that Apply to January 1, 2013 Schedules Only~~

#### ~~8.9. Work Schedules~~

~~Library Staff will have the opportunity to update schedule preferences annually, using a standard preference form that will:~~

- ~~\_\_\_\_\_ (a) Rank preference for work location(s), including each library within the cluster.~~
- ~~\_\_\_\_\_ (b) Rank preference for days of week, times of day (shift), days off and weekends.~~
- ~~\_\_\_\_\_ (c) Rank preference for Sunday hours. Sunday hours will be assigned as outlined in Article 8.17.~~

~~8.10. Staff preferences will be considered when drafting schedules. If a scheduling conflict arises, seniority will be used as a tie-breaker. Management will post draft schedules for staff comment, making adjustments when possible that meet both library and staff needs. Management will post the final schedule at least two weeks before its effective date.~~

#### ~~8.17. Sunday Hours~~

~~When Sunday hours are available at a branch library, such hours shall be assigned to qualified employees in the following order:~~




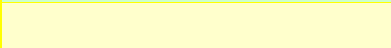

- ~~\_\_\_\_\_ (a) On a voluntary basis, to those who are assigned to that branch as a community library employee or an employee with cluster status within the same cluster.~~
- ~~\_\_\_\_\_ (b) On a voluntary basis, to those community library employees within the same cluster whose library does not have Sunday hours.~~
- ~~\_\_\_\_\_ (c) On a voluntary basis, to other employees within the cluster.~~
- ~~\_\_\_\_\_ (d) By assignment in order of inverse seniority, to employees with cluster status within the same cluster.~~
- ~~\_\_\_\_\_ (e) By assignment in order of inverse seniority, to community library staff at the same library.~~

### **8.13—Evening Shifts**

~~KCLS will generally limit evening shifts to two per work week, but the parties recognize that exceptions for legitimate business purposes will be made, including but not limited to, evenings determined by agreement with the employee, employees specifically hired for evening shifts, attendance at meetings, specific program elements, additional assignments/extra hours, and changes in library open hours. An evening shift shall be defined as a shift that ends later than 7 pm (excluding post-closing activities of short duration).~~

Document comparison by Workshare Compare on Sunday, October 09, 2016  
8:38:19 PM

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Description	#20879158v3<DWT> - 2013-2015 KCLS Main Unit CBA (1-8 Draft)
Document 2 ID	interwovenSite://DWTDOCS/DWT/30505035/1
Description	#30505035v1<DWT> - 10-9 Draft of 2016-2018 KCLS Main Unit CBA
Rendering set	Standard

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	Style change
	Format change
	<del>Moved deletion</del>
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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	Count
Insertions	138
Deletions	139
Moved from	4
Moved to	4
Style change	0
Format changed	0
<b>Total changes</b>	<b>285</b>

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

<sup>2</sup> A regular part-time employee shall be defined as an employee with authorized hours of 20 or more but less than 37.5 hours per week.

<sup>3</sup> "Project" employees are employees hired for a specific project with a start and end date identified when hired.