

AGREEMENT

BY AND BETWEEN

TACOMA PUBLIC LIBRARY

AND

**THE WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES (AFSCME - LOCAL 120)**

TACOMA PUBLIC LIBRARY EMPLOYEES

January 1, 2020 through December 31, 2022

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TACOMA PUBLIC LIBRARY
AND
THE WASHINGTON STATE COUNCIL OF COUNTY
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ARTICLE 1 - PREAMBLE

This Agreement is entered into between the Tacoma Public Library, Board of Trustees, and the Director as agent for the Board (hereinafter referred to as the Employer) and the Tacoma Public Library Employees, the Washington State Council of County and City Employees (AFSCME - Local 120) (hereinafter referred to as the Union).

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal to provide effective and uninterrupted library service to the community. In order to assist in achieving that objective, this Agreement represents the establishment of compensation and working conditions for employees of the Library obtained through the collective bargaining process. The Employer and the Union recognize that the success of these objectives depends upon the Employer's success in establishing service and upon joint efforts of both parties in improving the service. Therefore, the Employer and the Union encourage cooperative relations between their respective representatives at all levels and among all employees to facilitate cooperative solutions to mutual problems.

ARTICLE 3 - RECOGNITION

Section 3.1 The Employer recognizes the Washington State Council of County and City Employees and its AFSCME Local 120 as the representative for all regular employees of the Tacoma Public Library employed in the following classifications as set forth in Appendix A.

Section 3.2 When new positions are created, or existing positions (as listed in Appendix A) are modified, or the Employer proposes non-bargaining unit status for positions within the bargaining unit, the Union will be provided with at least 21 days' notice of the pending action. It is mutually agreed that it is the intent of the parties to include or exclude new or modified positions in the bargaining unit consistent with similar scope of duties, responsibilities, and organizational level of the position in Appendix A.

Section 3.3 Except as provided by this article or elsewhere in this Agreement, the Union retains the right to bargain the decision and the impact of any decision that effects hours, wages and working conditions in accordance with RCW 41.56.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Non Discrimination The Employer and the Union agree not to discriminate against any employee or member of the public by reason of age, sex, sexual preference, marital status, race, color, creed, national origin, religion or disability subject to occupational requirements and the ability to perform the job duties. Sexual harassment shall be considered discrimination under this article.

Section 4.2 Gender Whenever words denoting gender are used in this Agreement, they are intended to apply equally to all gender.

ARTICLE 5 – DEFINITIONS

Section 5.1 Regular Full-Time Employee An employee, who is not on probation and who is regularly scheduled for not less than eighty (80) hours in any one two-week pay period.

Section 5.2 Regular Part-Time Employee An employee, who is not on probation and who is regularly scheduled to work not less than forty (40) hours in any one two-week pay period. A part-time employee shall earn leave benefits (holidays, general leave) and retirement on a prorated basis based on hours actually compensated.

Section 5.3 Page A regular employee who is not on probation, and who is regularly scheduled to work less than 20 hours per week.

Section 5.5 Probationary Employee All employees shall be in a probationary status for a period not to exceed six (6) months from the date of hire. A probationary period may be extended for a period not to exceed three (3) months. An employee who is in a probationary status may be discharged without recourse to the grievance procedure. Prior to the decision to terminate, a probationary employee shall have the opportunity to meet with the Library Director or designee to discuss the issue of termination.

Section 5.6 Substitute Employee Substitute employees are intermittent personnel with no regularly assigned hours, who are hired for a period of time not to exceed six (6) months or specifically for the duration of a regular employee's leave of absence, to cover emergency workloads of limited duration, necessary vacation relief, and other situations involving fluctuating staff. Such substitute employees are excluded from the provisions of this Agreement. The Library shall not hire or schedule substitute employees when such action would deprive a regular employee of hours of work or job benefits, or while there are qualified bargaining unit members within the same classification in which they have held status on the recall list who are willing to perform this work.

Section 5.6 Temporary Employee Temporary (substitute) employees are employees who are hired for a period of time not to exceed six (6) months or specifically for the duration of a regular employee's leave of absence. Such temporary (substitute) employees are excluded from the provisions of this Agreement. The Library shall not hire or schedule temporary employees when

such action would deprive a regular employee of hours of work or job benefits, or while there are qualified bargaining unit members within the same classification in which they have held status on the recall list who are willing to perform this work.

Section 5.7 Emergency An emergency is an unexpected occurrence or set of circumstances demanding immediate action. It is agreed that only the Library Director or designee may declare an emergency condition as it pertains to the entire Library system or to any of its individual components.

Section 5.8 Manager A manager is a non-bargaining unit employee who regularly and independently exercises judgment and who is designated by administration to be responsible for a department, branch or specific area.

Section 5.9 Volunteers The Employer shall not use volunteers to perform bargaining unit work unless the union has been notified in advance and does not oppose the work to be done. The work shall be as limited in scope as possible and for a designated duration.

Section 5.10 Project Employee Project, grant or contract employees are hired for a specific period of time for a specific project, grant or on a contract. Such project, grant and contract employees are excluded from the provisions of this agreement. Project employees will not be assigned regular, routine bargaining unit work.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation to provide the highest quality 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 require standards of performance and to maintain order and efficiency; to direct employees and to determine job content, job assignments and working schedules; to determine the systems, methods, materials and equipment to be used; to implement improved operational systems, methods, procedures and automated equipment; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote or transfer employees; to discipline or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, except as may be limited by the express provisions of this Agreement.

ARTICLE 7 - EMPLOYEE RIGHTS

Section 7.1 Employees shall have the right to self-organization, to form, join or assist labor organizations; and to bargain collectively through representatives of their own choosing.

Section 7.2 Employees have the right to:

- A. Clear, fair standards, regulations and policies, uniformly applied.

- B. Gain full and timely knowledge of the duties and expectations of their positions.
- C. Participate in opportunities for career development, through such avenues as orientations, training, and meetings. Continuing education for all employees is encouraged.
- D. Engage in outside activities, provided such activities do not render the employee unable to perform assigned duties, or are clearly prejudicial or harmful to the Employer's reputation and are not in conflict with acceptable bidding or State contract law.
- E. Not be subject to audio or visual recordings in private staff or sensitive areas without the written consent of the employee. Such audio or visual recordings will not be used as the sole or initial source of evidence to initiate an investigation into misconduct by an employee. Employer shall maintain the right to visually record employees and the general public and shall notify employees and the Union at least two (2) weeks prior to placement of any new audio or visual recording equipment.
- F. Not be required by the Employer to submit to a polygraph or personality test as a condition of continued employment.
- G. Not be required to give any urine, blood, or any other fluid sample or submit to any similar test as a condition of continued employment. In cases of Labor and Industries covered injuries or medical Leaves of Absence, the Employer may require those examinations and/or tests relevant to the injury or medical condition. This section shall not prohibit management's right to conduct drug testing for reasonable suspicion.
- H. Be provided a copy of the Library's Personnel Rules, job description, and shall have the right to have access to the Library's Rules and Operating Procedures (i.e. Policy and Procedures Manual). Further, the employee has the responsibility to become knowledgeable of these rules/regulations as they apply to their position, duties and the Library's expectations.

Not be subject to random searches of the Employer's properties designated for use by the individual employee.

ARTICLE 8 - UNION SECURITY

Section 8.1 The City agrees to deduct from the pay of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments as certified by the Secretary of the Union. The City will rely upon information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employees' authorization from the Union, the City will deduct from the employee's pay initiation fees, monthly dues, and assessments and

remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing the deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to the Union in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union initiation fees, monthly dues, and assessments.

Upon receipt of a new, original payroll deduction authorization, the City will make a copy available to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions

Section 8.2 The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction

Section 8.3 The Union agrees to indemnify and save the Library and/or City of Tacoma harmless from any and all claims, demands, suits or other forms of liability that arise against the Library and/or City of Tacoma for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the Library and/or City of Tacoma's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the Library and/or City of Tacoma will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the Library and/or City of Tacoma.

Section 8.4 Upon request, the Library will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 8.5 The Library will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with R.C. W. 41.56.037, the Library will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The Library will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, a Union Officer, Shop Steward, or Union designee shall be permitted, for up to thirty (30) minutes and without loss of pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use Library vehicles or resources in the conduct of this union business.

ARTICLE 9 - UNION ACTIVITIES

Section 9.1 Work Site Visit Duly authorized employees/staff representatives of Washington State Council of County and City Employees/American Federation of State, County, and Municipal Employees shall have access to the employee's work site at reasonable times for the purpose of investigation of grievances or problems affecting the employee in matters relating to this Agreement, provided, however, that the Union representative first notifies the Director's Office prior to the meeting as to which department or area they wish to visit and the purpose of such visit and shall confine such visit(s) to the Branch or location agreed upon.

Section 9.2 Shop Stewards The Union shall have the right to select shop stewards to assist in the administration of this Agreement. The parties agree that Union business shall be conducted during non-working hours (e.g. coffee breaks, lunch periods, and before and after shift). The investigations of grievances may be conducted during working hours, provided the criteria set forth in this Article are fulfilled.

- A. The shop steward investigating a grievance shall inform their supervisor, as well as the grievant's supervisor, prior to undertaking such activity.
- B. Such activity does not unduly interfere with or disturb employees in the performance of their work during working hours, or unduly interfere with the delivery of service,
- C. The Union agrees to provide the Director's office with a list of shop stewards and officers and to maintain this list in a current status.

Section 9.3 Negotiating Committee Up to three (3) employees serving on the union negotiating committee shall be excused from work, if such meetings are held during the employee's regularly scheduled working hours. The Employer shall be responsible for the compensation for those employees serving on the Union negotiating committee. Such absences from work shall be scheduled in advance per Article 18 of this agreement so as to allow the employee's supervisor to make provisions for avoiding impairment of services.

Section 9.4 Bulletin Boards A bulletin board will be provided for in each staff lounge for the posting of official Union notices and bulletins. This bulletin board shall not be used for political or sectarian purposes.

Section 9.5 Library Mail System The Employer's delivery or internal mail or email system may be used to send Union meeting bulletins and notices. Each bulletin or notice will include a posting and removal date and be initialed by a Union official. Union officers and employees may also use the internal mail system for the purpose of sending official Union correspondence.

Section 9.6 Board Meeting Attendance Either the Local Policy Chairperson or their alternate shall be allowed to attend all public meetings of the Library Board without loss of pay, if such meetings are held during the employee's regularly scheduled working hours. Such absences from work shall be scheduled in advance per Article 18 of this agreement so as to allow the employee's supervisor to make provisions for avoiding impairment of services. Pursuant to 18.3,

the Employer reserves the right to deny board attendance in emergency situations as required by the business needs of the library. Copies of the Library's Board's agenda and minutes will be provided to the Local Policy Chairperson and the Local Union Staff Representative

A copy of the Library Board of Trustees (BOT) meeting packet (excluding confidential information) will be provided to the Policy Chair. The copy of the BOT packet will be sent in delivery on the day the information is provided to the Trustees. Information provided to the Trustees on the day of the Board meeting will be provided to the Policy Chair at the meeting.

ARTICLE 10 - LABOR MANAGEMENT COMMITTEE

Section 10.1 Structure There shall be a Labor-Management Committee consisting of three members designated by the Union and three members designated by the Employer. The Committee may by mutual agreement expand the number of members. The Committee is advisory and will meet as frequently as needed at the request of either party to discuss current issues. The party requesting the meeting shall prepare the topic(s) for discussion.

Section 10.2 Purpose The purpose of the Committee is to discuss matters pertaining to the improvement of employee relations, welfare of the employees, the delivery of library services and to discuss matters of the bargaining unit. The Committee shall have no bargaining authority. The parties shall not alter or modify any provisions of the collective bargaining agreement and will support understandings attained by the parties.

Section 10.3 Format An agenda describing the issues and questions shall be prepared by the party presenting the topic(s) for discussion. The agenda will be disseminated to Committee members in advance of the scheduled meeting. The Committee members will be responsible for their own minutes. Decision and/or resolution will be jointly signed by the committee members and will be distributed.

ARTICLE 11 - EMPLOYEE PERSONNEL FILE

All employee personnel files shall be maintained in the Human Resources Office. An employee shall have reasonable access to the materials contained in their personnel file. An employee may respond in writing to materials placed in their personnel file.

ARTICLE 12 - DISCIPLINE

Section 12.1 The Employer shall use a uniform system of progressive discipline. The order of discipline may be:

- a) verbal reprimand, b) written reprimand, c) suspension, d) termination.

Section 12.2 When an employee commits an offense warranting disciplinary action, in their supervisor/manager may begin disciplinary action in any of the steps listed depending upon the seriousness of the offense committed. It should be emphasized that supervisors/managers are not required to go through the entire four steps involved in this disciplinary procedure. Any discipline administered by the supervisor/manager will be commensurate with the offense committed. In

addition, the supervisor/manager may repeat any of the first three steps of this procedure when he/she believes it necessary so long as the discipline is commensurate with the offense committed.

Section 12.3 Copies of any notice(s) shall be given to the employee prior to the time formal disciplinary action is taken. The employee shall sign and date the written warning notice(s). The employee's signature thereupon shall not be construed as admission of guilt or concurrence with the reprimand, but rather be an indicator that he/she has seen and has been made aware of the disciplinary action to be taken.

Section 12.4 Written reprimands shall be removed from the employee's personnel files after twenty-four (24) months if no further related incident(s) occurs. The City may retain these documents for a longer period of time in a separate, sealed file in order to comply with the Washington State Public Records Act.

Section 12.5 Employees shall be given an opportunity to read, sign, and answer in writing all letters, warnings or performance evaluations prior to placement of the materials listed into the personnel file.

Section 12.6 If the Employer has reason to reprimand an employee, it shall not occur in a public service area or in the presence of employees not included in such action.

Section 12.7 Grievances filed in regard to suspension or discharge action shall be filed at Step 3.

Section 12.8 The employee who is to receive a disciplinary action, suspension or discharge shall be provided all documentation prior to the action.

Section 12.9 If the Employer believes a situation exists requiring placement of an employee on paid administrative leave, the Employer shall notify the employee of the reasons for such a within two (2) working days after the placement on administrative leave. Placement of an employee on administrative leave may be because the employee's continued presence at the work site could have detrimental consequences or cause harm to themselves, staff, or the public. If the employee is placed on paid administrative leave, the employee shall be available to meet or talk with the Employer during the employee's regularly scheduled hours of work.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1 A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure, with the parties making every effort to settle the grievance at the lowest possible step. It is understood by both parties that there shall be no suspension of work or interference with the operations of the Library during the processing of a grievance.

Section 13.2 An employee may file a grievance without Union assistance in accordance with the provisions of RCW 41.56.080. The sole remedy available to any employee covered by this Agreement for any alleged breach of this Agreement or any alleged violation of their rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing

contained herein will deprive any employee of any legal rights, provided that, if an employee elects to file any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Section 13.3 Time limits in the following steps may be extended by mutual written consent of the parties.

Step 1. The grievance shall be presented by the employee, Union Staff Representative, and/or shop steward to the employee's immediate supervisor who initiated the alleged occurrence by the fourteenth (14th) calendar day after an employee or Union could have reasonably known of the occurrence giving rise to the grievance

Within fourteen (14) calendar days of receiving the grievance, the supervisor shall respond to the employee and the Union. If the supervisor's response resolves the grievance, no further action is necessary.

Step 2. If the supervisor's response does not resolve the grievance, then within fourteen (14) calendar days of the meeting between the supervisor and the employee and the Union representative, the grievance may be presented to the Manager by the employee and/or union representative in writing, setting forth the detailed facts concerning the nature of the grievance, the specific provision(s) of the Agreement violated, the remedy sought, and the reason(s) why the supervisor's response is not satisfactory by the fourteenth (14) calendar day. The Manager shall send a written answer stating their position to the employee and the Union representative, within fourteen (14) calendar days of the Step 2 meeting.

Where the employee's immediate supervisor is also the Manager, then the grievance in Step 2 may be presented to the next authority level, i.e. appropriate Assistant Director.

Step 3. If the grievance is not resolved in Step 2, then by the fourteenth (14th) work day following receipt of the written response, the grievance may be presented in writing to the Library Director or designee, who shall reply to the employee and the Union representative within fourteen (14) calendar days of receipt of the written grievance. Letters of reprimand shall not be grievable beyond Step 3.

Step 4. Alternate Dispute Resolution (Mediation) If the grievance is not settled in Step 3, either the Employer or Union may request, in writing, within fourteen (14) calendar days of the written response at Step 3 to move to Step 4 or directly to Step 5.

ADR Selection The parties shall attempt to agree upon a mediator within seven (7) calendar days after the receipt of the notice of request for Step 4. The Employer and Union shall equally share cost for the mediator. In the event the parties are unable to agree upon the mediator within the seven (7) calendar day period, either party may submit the grievance to arbitration (Step 5).

If the grievance is not settled in Step 4 either the Employer or the Union may submit the issue in writing to arbitration within twenty-one (21) calendar days after conclusion of Step 4.

Step 5. Arbitration

Arbitrator Selection: The Library Director or designee and the Union shall select an arbitrator. If the Library Director or designee and the Union fail to agree upon an arbitrator, a list of five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS), unless the parties agree to utilize the American Arbitration Association (AAA), or the Public Employees Relations Commission (PERC). If the PERC is utilized, then a list of nine arbitrators shall be requested. The parties shall thereupon alternate in striking a name from the list until one remains. A toss of the coin shall determine who shall strike the first name. The person whose name remains shall be the arbitrator. Either party shall file for the request for a list of arbitrators within sixty (60) calendar days of filing for arbitration.

Arbitration Rules: The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine their decision to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted to them. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance within the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding.

The expenses and fees of the arbitrator shall be borne equally by the Library and the Union. Each side shall bear its own expenses and fees in presenting its case to the arbitrator.

Section 13.4 Any and all grievances resolved at any step beyond Step 1 of the grievance procedures as contained in this Agreement shall be final and binding.

Section 13.5 Failure of the grieving party to comply with any of the time limits set forth herein shall constitute a waiver and bar further processing of the grievance. Failure of the Employer to comply with the time limits set forth in this Article shall automatically move the grievance to the next step in the Grievance Procedure.

Section 13.6 All employees covered by this Agreement who elect to utilize Article 13 in the handling of a grievance, shall not be eligible to utilize other processes or procedures as now exist or may be developed by the Employer.

ARTICLE 14 - NO STRIKE - NO LOCKOUT

Section 14.1 It is recognized that the Employer is engaged in the delivery of a public service. Therefore, during the term of this agreement the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Library operations. Should the same occur, the Union agrees to take appropriate steps to end such interference. Employees covered

by this agreement who engage in any of the foregoing actions may be subject to disciplinary action.

Section 14.2 The Employer agrees not to lock out employees during the term of this Agreement. Any action by the Employer in closing operations during a riot or civil commotion for the protection of the property shall not be deemed a lockout.

Section 14.3 Refusal by an employee covered by this Agreement to cross a picket line shall not constitute a violation of this Agreement nor shall refusal by an employee be cause for discharge or disciplinary action. Employees and the Employer shall cooperate in establishing a reasonable resolution should such a situation exist.

ARTICLE 15 – SENIORITY

Section 15.1 Seniority Defined: Seniority is a measure of time worked within the bargaining unit. For all bargaining unit employees, seniority shall be measured and calculated in hours. Full time employees (defined in Article 5.1) shall accrue seniority at forty (40) hours/week. Employees shall be credited with seniority from the most recent date of hire.

Time worked as a temporary employee, substitute employee, acting employee, or project employee shall be considered as equal to regular employment if there is no break in service when hired; however, such time would reflect actual hours worked calculated on an annualized basis, to be effective beginning in January of each year. Except as specified in Section 15.5, after April 15, 1982, time earned by regular part time employees shall reflect the actual hours compensated.

Seniority shall terminate upon discharge, resignation, retirement, failure to return from an approved leave of absence, or within fifteen (15) workdays from notice of recall from layoff, and layoff of more than twenty four (24) consecutive months.

Section 15.2 Seniority and Leaves of Absence: Time on approved leaves of absence or layoff will not count toward the computation of seniority.

A member who accepts a temporary assignment to a position outside the bargaining unit will have their membership and seniority suspended for the duration of the temporary assignment. The member dues are also temporarily suspended. Upon return to their regular position, the seniority and dues shall resume.

Section 15.3 Seniority List: The Employer will provide the Union with a seniority list on an annual basis, or upon request, beginning in January each year.

Section 15.4 Seniority and Layoff/Recall: For purposes of layoff and recall, seniority shall be defined as:

- (1) the total length of service as defined in Section 1, and
- (2) the length of continuous service within a classification, or a combination of both.

When employees in the same classification have the same system seniority, classification seniority shall prevail. If system and classification seniority are equal, the affected employees shall draw lots. An employee who changed classification retains the seniority accrued in all separate classifications worked. For the purpose of determining classification seniority, an employee begins to accrue seniority in the new classification on the date of change. System seniority is the total of all seniority accrued in all separate classifications worked.

Section 15.5 Seniority and Sunday Hours: Full time employees (defined in Articles 5.1 and 5.4) who work on Sundays shall receive seniority credit for a full 40 hour work week.

Part time employees and Pages (defined in Articles 5.2 and 5.3) shall not accrue seniority for Sunday hours worked unless a Sunday work schedule was specified at the time of hire, or acceptance of a transfer or promotion.

ARTICLE 16 - LAYOFF AND RECALL POLICIES AND PROCEDURES

Section 16.1 In the event of layoff, management shall determine the numbers and classifications of positions to be eliminated. The least senior employee(s) in each classification affected shall be the person(s) to receive layoff notice.

The Employer shall not layoff a regular full-time or regular part-time employee while there are temporary, probationary or project employees serving in the same job classification in Appendix B.

Section 16.2 The Employer shall give as much advance notice as possible, but at least two (2) weeks notice (10 working days). Employees so notified shall also be advised of any bumping option(s) available to them and must choose which option to take, if any, within five (5) working days of receiving such notice.

Section 16.3 Any person subject to layoff may exercise a right to bump the least senior person in a lower grade job classification in accordance with Appendix B provided:

- A. The option to bump is exercised at the next immediately lower salaried job classification first, then the next lower job classification progressively.
- B. The employee in the lower job classification has less seniority than the employee seeking to bump them, and the least seniority of any employee in the lower job classification who is subject to bumping.
- C. The bumping employee is qualified. Any employee shall be deemed qualified for any position in which he/she has held status or in any position which is a lower position in the same job classification group (Appendix B) as the employee's current position. For the purposes of establishing bumping rights, an employee who served in an acting appointment will be considered to have held status in that position after having served in that acting appointment for more than six (6) months.

- D. A full-time employee may bump the least senior full-time employee in the name job classification, if the option exists, or the least senior full-time employee in a lower job classification, if the option exists. A part-time employee may bump a less senior full-time employee in the next lower job classification(s), if the option exists.

Section 16.4 The names of all employees laid off shall be placed on a layoff/recall list for a period not to exceed twenty-four (24) calendar months from the date of layoff. Employees shall be recalled in the reverse order of layoff, with the last person released being entitled to be returned to any classification within the bargaining unit previously held by their in the course of their employment with the Employer or lower related classification in the bargaining unit which they are qualified to fill. It shall be the responsibility of the employee to keep the Employer informed of their current address.

Section 16.5 An employee recalled from layoff to a class having a lower salary than the job classification that employee held at the time of layoff may turn down two (2) offers to return to a lower job classification without losing their place on the recall list or without affecting their accrued seniority. An employee who accepts a recall to a job classification having a lower salary or a position which is different in job status (full-time/part-time) shall be offered the opportunity to return to the previously held classification when such an opening in the job classification exists, at the job status level previously held.

Section 16.6 An employee who rejects an offer to return to the job classification held at the time of layoff shall be removed from the seniority list and eligibility to the higher salaried classification is forfeited. If none of the recalled employees covered by this section accept the offer then the Employer shall conduct its selection process for the opening.

Section 16.7 An employee in the classification of Page who is recalled from layoff to a position having less hours than at the time of layoff may turn down two (2) offers to return without losing their place on the seniority list or without affecting their accrued seniority. An employee in the classification of Page accepting a recall to a position with fewer hours than held prior to layoff shall be offered the opportunity to return to the number of hours previous hours worked.

Section 16.8 An action which results in a pay cut shall be considered a layoff, and the affected employee shall have the right to bump the least senior employee in the same classification and position not affected, or may exercise such other bumping right as established in Section 16.3. Except that this section shall not apply to pay cuts resulting from disciplinary actions, or from any actions mutually agreed upon by both the Employer and the employee.

Section 16.9 Employees displaced by the elimination of jobs through job consolidating (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be accorded the same seniority right as provided in Section 16.3, a through d.

Section 16.10 No new employees shall be hired into affected job classifications during the periods of layoff until all employees in layoff status have been given the opportunity to exercise their options under this Article.

ARTICLE 17 – PROMOTIONS, TRANSFERS, AND ACTING APPOINTMENTS

Section 17.1 Definitions: “Promotion“, as used in this article, means the advancement of an employee to a classification of greater responsibility with a higher salary range. “Transfer“, as used in this article, means the reassignment of an employee to a position of equivalent classification and rate of pay.

Section 17.2 In General: It shall be the intent of the Employer to have qualified employees avail themselves of the opportunity for promotional advancement within the Library system; therefore, all eligible employees are encouraged to file applications when a position is posted. However, nothing in this Article will preclude the Employer from selecting an applicant not presently employed by the Library.

Section 17.3 Job Announcements: When the Employer determines a job vacancy exists in any classification covered by this Agreement, excluding temporary positions, a job announcement of such vacancy shall be posted at www.cityoftacoma.org/jobs at least ten (10) working days prior to the deadline. Employees may complete a job interest card / job alert at www.cityoftacoma.org/jobs to be notified by email when jobs are advertised.

The job announcement shall specify a specific opening and closing date for applications, or highly technical and specialized positions may be vacant until filled / continuous. The Employer retains the right to extend or repost such posting. During this period, employees who wish to apply for the vacant position, including employees on layoff, may do so. Applications for promotion shall be submitted in accordance with the instructions on the job announcement.

Section 17.4 Testing of employees for promotion: An employee who has tested and passed a test that is being used to make a hiring decision for a classification in the bargaining unit may opt to use their results from that previous test. Employees shall not be required to re-test if the same test is used and the employee’s test is not more than five (5) years old.

Section 17.5 Promotional interviews: An employee who has applied for a vacant position shall be selected for an interview if the yare in the top 25% of the applications and relevant materials scored by the Library.

Section 17.6 Transfers: Prior to posting an vacant position, in accordance with Section 17.3 of this Article, the Employer shall give consideration to current employees who have requested a transfer and/or demotion to the vacant position.

An employee, who wishes to transfer laterally to a vacant position in the same classification, must submit a transfer application and resume to the Library Human Resources Office.

Employees may submit a transfer application and resume at any time and will remain on the transfer list until they promote or request removal.

If a probationary employee transfers prior to completion of probation, they must complete a three (3) month probationary period. If a part time employee is selected for a full time position, he/she

will be required to serve an additional three (3) month probationary period. However, an employee's total probationary period shall not be less than six (6) months nor more than nine (9) months in duration.

Section 17.7 Schedule Exchange: Employees in the same classification who mutually agree to exchange regular schedules and/or work locations on a temporary or permanent basis must submit written requests to their respective managers/supervisors for approval. Upon written approval of both managers/supervisors, the Library Human Resource Manager shall be notified. The employer shall not be responsible for facilitating the search for any such exchange.

Section 17.8 Request for voluntary demotion: An employee may request to be considered for a voluntary demotion into a vacant position having a lower salary than their present position. Provisions of **Section 17.6** of this Article shall apply to this **Section 17.8**. Should the employee not be selected for the position they shall retain their current classification.

Section 17.9 No employee shall be required to take a physical examination for promotions or transfer, unless the new position necessitates particular physical abilities.

Section 17.10 At the request of the Union the Employer will inform the Union of its intention regarding any vacant bargaining unit position(s). The Union will be notified in the event a bargaining unit classification is abolished. Present employees shall receive first consideration to reclassified positions, including on-the-job training. New bargaining unit classifications will be filled through competitive examination as determined by the Employer.

Section 17.11 Acting Appointment Defined An acting appointment is an appointment by the Library Director or their designee of a regular employee to perform the duties of a higher classification for a set limited duration.

Section 17.12 Appointments The need for an acting appointment and the appointment itself will be determined at the discretion of the Library Director or their designee. When business necessity allows, a competitive process shall be utilized. When a competitive process is not used to make an acting appointment, based on business necessity, the Library shall provide notice to the union of the justification within twenty-four (24) hours of making the appointment.

Section 17.13 Duration Acting appointments will be for up to six (6) months. Based on the business needs of the Library, an acting appointment may be extended beyond the original appointment. Notification of extension shall be submitted to the Union Staff Representative and the employee within two (2) weeks of the acting appointment expiration. An employee may decline an acting appointment. An employee who accepts an acting appointment retains the right to return to their previous classification at any time.

Section 17.14 Compensation While in the acting appointment, the employee will be paid at the step which is at least five percent (5%) above their current paid rate in their permanent classification, considering any step increases earned in the employee's permanent classification.

Upon return to their original, permanent classification, the employee will be paid at the rate they would be paid if they had not left their permanent position.

Section 17.15 Probationary Period Credit If an employee takes on a permanent role in the same classification which they've worked in an acting position within the last two (2) years, they will serve a three (3) month probationary period.

ARTICLE 18 - HOURS OF WORK

Section 18.1 Regular Hours The Employer shall determine appropriate work shifts, specifying starting and ending times, lunch periods and scheduled days of rest.

- A. A regular full-time employee's normal work day shall normally consist of eight (8) hours worked, with up to one-hour unpaid meal period. Normally, these hours shall be consecutive, except as provided in Section 18.2 Split Shifts. A regular full-time employee's normal workweek will be forty (40) hours worked within a five (5) day period.
- B. A regular part-time employee's workweek shall not normally equal a full-time employees' hours per week. The time may include up to a one-hour meal period on the employee's own time in accordance with Section 18.5; and Rest Periods in accordance with Section 18.4. Normally, these hours shall be consecutive, except as provided in Section 18.2, Split Shifts, of this Article. A regular part-time employee's normal workweek shall not be more than thirty-nine (39) hours worked within a five (5) day period.
- C. A public service employee may be scheduled to work every other Saturday with the previous Friday or Monday off; or may be scheduled to work every Saturday with the following Sunday and Monday off. Alternate work schedules may be used if mutually agreed upon, or other work schedules were specified at the time of employment or acceptance of a specific position.
- D. An employee shall not be required to work more than every other Sunday unless mutually agreed upon. If a Sunday is worked, the employee shall have the previous Saturday or Monday off, unless another work schedule was mutually agreed upon, or other work schedules were specified at the time of employment.
- E. Employees shall not normally be required to work more than two (2) evenings per week, unless other work schedules were specified at the time of employment or acceptance of a specific position. If mutually agreed upon, an employee may work more than two (2) evenings per week.
- F. An employee and their supervisor or manager, with notification to the Union, may mutually agree, in writing, with a copy to the employee, to work a different schedule than listed in 18.1 A) through E) above.

Section 18.2 Split Shift Employees may be assigned to regularly scheduled split shifts when mutually agreeable between the Employee and Employer. A split shift shall be defined as any shift inclusive of an involuntary unpaid period of sixty (60) minutes or more. Those employees who agree to be assigned to regularly scheduled split shifts shall be compensated at their regular rate of pay.

- A. An employee scheduled by the manager/supervisor to a split shift shall be compensated at the rate one and one-half (1 1/2) times their base rate of pay for all hours worked in the latter part of the split shift. Scheduling shall be in accordance with Section 18.3 Work Schedules.
- B. The Employer reserves the right to assign employees to a split shift schedule in emergency situations.
- C. An employee assigned to a split shift on an emergency basis shall be compensated at the rate of one and one-half (1 1/2) times their base rate of pay for all hours worked in the split shift.

Section 18.3 Work Schedules Work schedules, showing the employee's shifts, work days, and hours, shall be posted, at least one work week prior to the beginning of the pay period, on the employees' department/branch bulletin board for that particular department/branch, etc. Posted work schedules may not be changed, except in emergency situations, unless the employee and management mutually agree upon the changes.

An employee, when first hired or when accepting a transfer or promotion, shall be provided with copies of their work schedule. When possible, an employee who is transferred or promoted will be provided with copies of their work schedule a week (5 work days) in advance.

Section 18.4 Rest Periods All employees who work for a consecutive period of more than three (3) and up to six (6) hours per day shall receive one (1) paid fifteen-minute rest period. Employees who work for a consecutive period of more than six (6) hours per day shall receive two (2) paid fifteen-minute rest periods.

The rest period shall be scheduled at the middle of that time frame whenever this is feasible. Any authorized schedule of work of four (4) consecutive hours beyond the normal workday of the employee shall entitle the employee to an additional rest period of fifteen (15) minutes. Employees shall not be required to take a break in the first hour of work, nor the last hour of work.

An additional paid fifteen-minute (15) rest period shall be granted to employees who are required to work beyond their regular shift either within the last half-hour prior to ending of the shift or within the first one and one-half (1-1/2) hours from the beginning of such overtime period.

Section 18.5 Meal Period All employees shall be allowed an unpaid meal period not to exceed sixty (60) minutes and not less than one half-hour (30 minutes) which commences no less than three (3) hours or more than five (5) hours from the beginning of the employee's work day.

Section 18.6 Shift Exchange One or more work shifts may be voluntarily exchanged for another shift within the same pay period provided:

- A. The employee who is desirous of the exchange finds another employee within the system willing to exchange times.
- B. The request is submitted, in writing, to the supervisor/ manager of the site(s) and approved.

Section 18.7 On Call/Call Back Time Stand-by Pay....An employee who is assigned to stand-by status by their manager, shall receive \$3.00 per hour for each hour so assigned. The assigned employee shall be required to be in telephonic communication with the department and shall be available to physically respond to a building within thirty (30) minutes of notification. Employees will be subject to call out during all hours for which they are receiving standby pay. When an employee on call is contacted to handle a problem, they shall be compensated at a rate of one and one-half (1 1/2) times their base rate of pay for a minimum of two hours (2) or the number of actual hours worked, whichever is greater.

- A. The employee on-call shall have the opportunity to utilize a Library vehicle. If the problem results in requiring the employee to drive to a job site, and the employee does not utilize the Library vehicle, mileage compensation will be paid. Mileage reimbursement will be paid to those employees not on-call who may be called to assist the on-call employee covered by this Agreement.
- B. If the employee can solve the problem with a phone call they will receive a minimum of one-half (1/2) hour at the straight time rate for time spent on the phone. Time spent on phone calls for more than aggregate one-half (1/2) hour per day will be paid in tenth (.10) of an hour increments.
- C. There shall be no duplication or pyramiding of rates paid under this section.

Section 18.8 Book Drop Service Employee(s) scheduled to service the Library book-drop(s) during a holiday shall be paid in accordance with Article 23 Holiday, Section 23.2 for a minimum of two (2) hours.

For those days in which it becomes necessary for an employee(s) assigned the duty of book-drop service and such time is not designated as a holiday listed in Article 23, Section 23.1, the employee shall be compensated in accordance with Article 19 Overtime (if applicable) or a minimum of two (2) hours straight time whichever is greater.

ARTICLE 19 - OVERTIME

Section 19.1 Overtime Worked All work required by the Employer to be performed in excess of the employees scheduled eight (8) hours per day or forty (40) hours in any one work week shall be considered overtime. Overtime shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay. Equivalent compensatory time off, or a combination thereof may be provided upon mutual agreement between the Library and employee. All overtime earned shall be compensated for in the pay period following

the period in which it was earned. For purposes of this section only, time in paid status shall be considered as time worked.

Section 19.2 Overtime Assignments The Manager shall make overtime assignments as best fits the needs of the Employer. In cases of emergency, the Employer retains the right to assign overtime in order to maintain service.

Section 19.3 Sunday Hours All work on Sunday will be compensated at double time (2 X) unless a Sunday work schedule was specified at the time of hire, acceptance of a transfer or promotion or agreed to in accordance with Article 18.1 f.

ARTICLE 20 - WAGES/COMPENSATION

Section 20.1 Employees shall be compensated in accordance with the schedule set forth in Appendix C and D which is attached hereto and made part of this Agreement.

Employees shall be eligible for a one-step merit increase upon completion of their probationary period and on each subsequent anniversary date until they reaches the top pay step of that range. Step increases will be granted with the approval of the Manager/Supervisor to employees who have received meritorious rating on their performance appraisal.

Section 20.2 Pay for Work Performed Out of Class The Employer agrees to compensate an employee temporarily assigned by a Manager and approved by the Library Director or designee to fill the duties and responsibilities of a higher classification. The temporary assignment shall be compensated at the rate of either "A" Step of the temporary classification salary range or the step in that range which next exceeds the current salary rate of said employee by a minimum of 5%.

Section 20.3 Mileage Reimbursement/Compensation

- A. An employee using their private vehicle for Library business, meetings, seminars, training, as authorized in advance by the Library shall be reimbursed from the work site to the pre-authorized place of business and back. The reimbursement seminars, training, as authorized in advance by the Library shall be reimbursed from the work site to the pre-authorized place of business and back. The reimbursement for such authorized business mileage shall be the IRS mileage rate established for that time period.
- B. Mileage Compensation...Any other request(s) for mileage payment that does not qualify as mileage reimbursement, above, and is paid shall be paid as compensation.

Section 20.4 Step Plan The current step salary plans shall remain in effect, with each step in the plan being granted on demonstrated merit as determined by the evaluation process.

In the case of a merit step, if the Employer does not meet its obligation to conduct a performance appraisal thirty (30) days following the employee's anniversary date, the step increase will be automatically applied retroactive to the date on which it was due. The only exceptions to this application of the step increase are those employees who are not working due to a leave of absence and/or illness.

Section 20.5 Uniforms Employees in the class of Custodian and Maintenance Worker shall be provided appropriate uniforms. The employees will be required to wear the uniforms in the manner specified by the Library Director. The employee shall be responsible to keep the uniform neat and clean. Library Pages shall be provided access to aprons/smocks. Uniforms shall be replaced by the employer as necessary due to wear and tear.

Section 20.6 Wages

Effective January 1, 2020, the 2020 base rates will increase by 3%.

Effective January 1, 2021, the 2021 base rates will increase by 2.5%.

Effective January 1, 2022, the 2022 base rates will increase by 2.25%.

If, during the life of this agreement, another TPL bargaining unit receives a lump sum payment or annual base rate wage increases in excess of the annual base rate wage increases provided above, bargaining unit members will receive an equivalent lump sum payment or base rate wage increases.

Section 20.7 Longevity Pay Regular full-time, and regular part-time employees and Pages shall receive longevity pay based on a percentage of their base straight-time rate of pay received for the job classification in which they is currently being paid in accordance with the following schedule:

- From 5 through 9 years continuous service – 1% per month
- From 10 through 14 years continuous service – 2% per month
- From 15 through 19 years continuous service – 3% per month
- 20 years or more continuous service – 4% per month

Eligibility to receive longevity pay shall be determined by an employee's length of continuous service in a classification covered by this Agreement from the employee's anniversary date and shall be paid at the first pay period in which any of the stipulated periods of continuous service will be completed. Continuous service is defined as the total of all employment excluding unpaid leaves of absence, suspension or layoff. No temporary or project employee shall accrue longevity as defined herein except when those employees become permanent and they shall have their temporary/project time period included in accumulation of their continuous service.

Section 20.8 Employees that were in the employ of the Library prior to January 1, 1985, shall not suffer a reduction in their current longevity pay schedule and shall accrue additional longevity based upon their aggregate tenure according to the schedule in Section 20.7.

ARTICLE 21 - HEALTH AND WELFARE

Section 21.1 Medical, Dental and Vision Insurance

- A. Except as specified in subsection 21.1 and C (Pages), the Employer shall provide medical, dental and vision insurance through the City of Tacoma plans as provided for in the City of Tacoma and Tacoma Joint labor Committee collective bargaining agreement(s).

- B. For the term of this agreement payment for premium increases and/or changes in benefit design will be based on the provisions of the City of Tacoma and Tacoma Joint Labor Committee collective bargaining agreement(s).
- C. Pages regularly assigned to fewer than 20 hours per week are not eligible for the benefits granted under this Article.

Section 21.2 Worker's Compensation All employees covered by this Agreement shall be afforded disability coverage in accordance with the requirements of state law.

Section 21.3 Life Insurance For the duration of this agreement the Employer will provide life insurance coverage to an amount equal to one times the employee's base annual salary rounded to the next higher \$1,000 for all regular full time (1.0 FTE) and regular part time employees (.5 FTE or greater). For the duration of this agreement the Employer will provide life insurance coverage in the amount of \$15,000 for all PT Page employees (.43 FTE and .44 FTE).

Section 21.4 Long Term Disability (LTD) For the duration of this agreement the Library will provide Long Term Disability (LTD) insurance for all regular full time and regular part time employees.

Upon completion of a waiting period of ninety (90) calendar days an employee who qualifies shall be eligible to receive benefits of a maximum of 60% of salary to a maximum of \$5,000.00 a month until able to return to work or until age 65 when the amount is offset by social security.

ARTICLE 22 - RETIREMENT

Section 22.1 The City of Tacoma Employees Retirement System covers employees of this bargaining unit as governed by the Tacoma City Charter and official code of the City of Tacoma, Washington, Chapter 1.30, Retirement and Pensions, and as amended by subsequent City of Tacoma Ordinances and Resolutions.

Section 22.2 Employees in this bargaining unit are covered by Social Security.

ARTICLE 23 - HOLIDAYS

Section 23.1 Holidays Listed Employees covered by this Agreement shall be granted the following paid holidays, provided the employee is in a paid status on the work day before and the work day after the holiday:

New Year's Day	January 1
King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Holidays shall be taken in eight (8) hour increments for regular full-time employees, and in three and one-half (3.5) hour increments for Pages.

Section 23.2 If an employee, due to the demands of Library services, is required to work on a holiday designated in Section 1, that employee shall be compensated at two (2) times their regular base straight-time rate of pay for hours worked on such holiday and shall be granted a compensatory day off in lieu of the holiday to be used within the same or subsequent pay period following such holiday.

Section 23.3 A regular full-time employee shall not lose a designated holiday because it falls on a regularly scheduled day off. The employee shall be scheduled a holiday day off in lieu of such holiday in the same pay period in which the holiday occurred.

Section 23.4 Pages Pages shall receive three and one-half (3.5) hours of holiday paid time off per holiday listed in Section 23.1. Holiday paid time off shall be used within the pay period within which the employee's working group observes the holiday. Pages, in coordination with their supervisor/manager, may choose to: 1) flex their time to work a full schedule during a pay period within which the holiday is observed; 2) utilize LWOP on the holiday; or 3) may supplement holiday paid time off with general leave.

Section 23.5 Probationary Period An employee must complete their probationary period to be eligible for floating holidays. Requests to take a floating holiday shall be made by the employee, who shall have the responsibility to notify the department head or designee prior to the date requested by the employee.

Section 23.6 Floating Holidays Employees covered by this Agreement shall have three (3) floating holiday days, with the floating holiday days available at the beginning of each calendar year or in the case of employees on probation, after completion of their probationary period.

Floating holiday days for part time employees and part time Pages will be calculated in .1 hour increments as follows:

- .5 FTE employees will have three (3) floating holidays of 4 hours each
- .44 FTE employees will have three (3) floating holidays of 3.5 hours each
- .43 FTE employees will have three (3) floating holidays of 3.4 hours each

- A. Floating holidays that are not taken by December 31 of each year will be forfeited. If an employee is required to work, due to the needs of the Library, on the scheduled floating holiday, the affected employee shall have the holiday rescheduled to a mutually acceptable time prior to December 31 of that year. If the scheduled holiday is after December 15 of that year and the employee is required to work on the scheduled holiday,

the employee has the choice of mutually rescheduling a time prior to the end of the year or receiving double time (2X) the floating holiday worked.

- B. Full time employees hired between January and June 30th of each year will have their floating holidays pro-rated to the nearest day increment based on the number of pay periods remaining in the year. Full time employees hired after June 30th will be in a probationary status through the end of the year and will not eligible to accrue or use floating holidays until the following year.

Part-time employees hired between January and March 31st of each year will have their floating holidays pro-rated to the nearest day increment based on the number of pay periods remaining in the year. Part time employees hired after March 31st will be in a probationary status through the end of the year and will not eligible to accrue or use floating holidays until the following year.

- C. Requests for floating holidays shall be submitted to the Manager/Supervisor prior to being scheduled. Employees are encouraged to submit leave requests for the use of their floating holidays as early in the year as possible to increase the ability of the managers/supervisors to approve these requests.

- D. Floating holidays must be used in full day increments.

Section 23.7 When a holiday named in Section 1 falls on a Sunday, it shall be observed on the following Monday. When a holiday named in this Agreement falls on a Saturday, it shall be observed on the preceding Friday by those employees who are not regularly scheduled to work on Saturday. When a holiday named in the Agreement falls on a day that the Library is regularly scheduled to be closed to the public, it shall be observed by the employees who work in public service on the preceding regularly scheduled work day.

Section 23.8 A holiday in Section 1 that may fall within an employee's approved general leave period shall be counted as a holiday rather than a day of general leave.

Section 23.9 A holiday that falls within a period of approved sick leave shall be counted as a holiday rather than a day of sick leave.

Section 23.10 All Library facilities shall close no later than six (6) p.m. on the Wednesday before Thanksgiving Day, and on December 31, with the Library customarily utilizing a 9am to 6pm, or an 8am to 5pm work schedule on these days.

Section 23.11 Consistent with RCW 1.16.050, an employee may elect up to two religious holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Employees may elect to use accrued general leave, compensatory time, or floating holidays so as to remain in a paid status. To the extent reasonably possible, employees should submit leave requests with at least 30 calendar days' notice. Approval of leave shall be in accordance with RCW 1.16.050.

Section 23.12 Any unused compensatory time will be paid out at the end of the year in which it is earned.

ARTICLE 24 - LEAVES OF ABSENCE

Section 24.1 Leave of Absence A leave of absence without pay for personal reasons may be granted after completion of one (1) year of employment and approval of the Library Director or designee up to a maximum of one hundred and eighty (180) calendar days. Such employee shall not accrue service credits toward benefits. All leaves without pay exceeding fifteen (15) calendar days in any calendar year shall alter the period for benefit progression. At the end of the leave, the employee shall return to the same or an equivalent position at the same pay step as when they went on leave. The health-welfare benefits during the leave will be administered in the same manner as for employees covered under the City of Tacoma Joint Labor Committee contract.

Section 24.2 Unauthorized Leave of Absence An unauthorized leave of absence of any duration may subject the employee to disciplinary action.

Section 24.3 Approval for Leaves All leaves without pay must be approved by the Library Director or designee; however, leaves of less than ten (10) working days may be approved by the employee's supervisor/manager. Normally, a leave of absence of ten (10) working days or more is to be requested in writing prior to the date such leave is to commence. The written request form for a leave of absence may be obtained from the Personnel Office. The Library Director or designee shall furnish authorization or denial for a leave of absence to the employee in writing as soon as possible, but no less than fifteen (15) calendar days prior to the date such leave is to commence.

An employee who fails to return from a leave of absence within the time interval approved may be subject to termination.

Section 24.4 Jury/Witness Duty An employee called for jury duty or subpoenaed as a witness as a result of their official duties, shall be granted leave only for such time as the employee is required to perform the duties of a juror or witness. A copy of the notice of the call to jury/witness duty should be given to the employee's supervisor within one week of receipt.

While on jury/witness duty the employee will be compensated at their regular base rate of pay for the number of hours the employee normally works each day at the Library, provided the employee presents verification of the call to jury/witness duty, as well as the daily court log documenting their daily attendance as a juror or witness. This documentation of their service must be presented to their manager or supervisor at the end of each pay period.

An employee who is scheduled to work outside the Court's normal hours (usually Monday through Friday 8:00 AM – 5:00 PM) may have their work schedule adjusted without the requirement to work a full shift and attend jury duty within the same day.

An employee who is called to jury/witness duty will be scheduled to work Monday through Friday for the duration of their jury duty service unless another schedule is mutually agreed upon by the employee and their supervisor. If an employee who has been called to jury/witness service prefers to work at their primary location when not on jury/witness duty the employee may request a scheduling accommodation for the period while on jury/witness duty. Accommodations for these employees will be made on a case-by-case basis by agreement between the employee and their supervisor. The employee will report to their supervisor in the event they is released from jury duty for the day.

Upon being dismissed from jury/witness duty the employee will resume their regular work schedule. For the purposes of this section jury/witness duty service on Monday replaces scheduled hours of work on Saturday for an employee who is scheduled to work Tuesday through Saturday, and jury/witness duty service on Friday replaces scheduled hours of work on Saturday for an employee who is schedule to work every other Saturday on an alternating Friday/Saturday schedule.

For the duration of their jury/witness service an employee who is released from jury/witness duty either 1) early or 2) for the entire day is required to report to work as follows:

- A. A full-time employee is to report to work at the Main Library to work the balance of their shift for any day that they is excused by the Court after having served less than 7 hours.
- B. A part-time employee is to report to work at the Main Library to work the balance of their shift for that day if excused by the Court prior to having been on jury/witness service for the amount of time that equals the employee's normal shift for that day of the week. If the employee is excused and there is less than one hour remaining to their shift for that day the employee is excused from work for that day.
- C. A full-time employee who has been excused from jury/witness duty for the entire day may report to work for their regularly scheduled shift at their primary work location, or alternately, the employee may report to work at the Main Library at 9:00 AM and work until 6:00 PM.
- D. A part-time employee who is excused from jury/witness duty for the entire day may report to work for their regularly scheduled shift at their primary work location, or alternately, the employee may report to work at the Main Library at 9:00 AM for the duration of the number of hours of their regular shift for that day.

It is the employee's responsibility to accurately report their time while serving on jury duty. It is the supervisor's responsibility to notify the Main Library supervisors when a branch library employee is on jury/witness duty and may be reporting to work at the Main Library, Monday through Friday, if released early from jury/witness duty.

All employees called to appear as a juror, or subpoenaed as a witness in court as a result of their official duties, shall send a photocopy of the check and the remittance to the Library's Business

Office. The amount of the jury/witness duty fees will be deducted from the employee's next payroll.

Section 24.5 Military Leave Military Leave required in order for an employee to maintain status in a military reserve or the United States National Guard or when called to active duty shall be granted in accordance with State and Federal laws.

An employee must submit a copy of such order with a written request for military leave and which type of leave to be utilized, to their department/division manager/supervisor for submission to Personnel with the appropriate leave request. The methods in which military leave may be taken are as follows:

- A. Military pay, base rate up to 120 hours (15 workdays),
- B. Vacation leave
- C. Leave without pay.

Section 24.6 Family Medical Leave Act Application of the Family Medical Leave (FMLA) shall be in compliance with Federal law. The Employer reserves the right to place employees on FMLA consistent with the provisions of the Federal Law. An employee on FMLA may, at their sole option, retain a balance of up to ten (10) days of General Leave.

- A. Within three days after being approved for FMLA leave, employees must notify their supervisor in writing that they wish to retain General Leave (up to a maximum of 80 hours for full-time employees and a pro-rated amount for part-time employees) to be used for one previously submitted leave request
- B. Employees who exhaust their leave balance and use leave without pay (LWP) during FMLA leave in order to retain General Leave will not be eligible to receive donated leave during the LWP period.

Section 24.7 Union Business Up to three (3) officers or stewards shall be granted a leave of absence without pay up to a maximum of ten (10) days in any calendar year for Union business, provided such leave does not place a hardship on the Employer. Such leave must be requested in writing and approved by the Library Director or designee.

Section 24.8 Emergency Closure If a decision is made by the Director or designee to close all or any part of the Library system as a result of an emergency situation, staff on duty at the time of closure will be paid for the remainder of their regular shift. Any staff scheduled to report after the closure will be notified not to report to work.

Section 24.9 Emergency Leave After completion of the probationary period employees shall be entitled to eight (8) hours of emergency leave per year. Emergency leave may be taken in one-half hour increments and is charged to General Leave.

ARTICLE 25 - GENERAL LEAVE

Section 25.1 Employees covered by this Agreement shall accrue General Leave at the rate of:

8.00 hours per pay period (208.00 hours a year/26 days) beginning at hire.

8.92 hours per pay period (231.92 hours a year/29 days) upon the completion of 4 years of continuous service.

9.54 hours per pay period (248.04 hours a year/31 days) upon the completion of 8 years of continuous service.

10.46 hours per pay period (271.96 hours a year/34 days) upon completion of 13 years of continuous service.

11.08 hours per pay period (288.08 hours a year/36 days) upon the completion of 18 years of continuous service.

1. Accrued General Leave is credited based on the employees' date of hire and the hours in a paid status in the previous pay period. An employee must be in a paid status to accrue general leave. General Leave may be taken in increments of one-tenth (.10) of an hour.
2. During the probationary period of employment, employees are not authorized to use General Leave, except for absences due to illness or injury or paid sick leave pursuant to RCW 49.46. Employees who use general leave due to illness may be requested to submit a physician slip.
3. General Leave may be accrued to a maximum of 960 hours. General Leave exceeding the authorized maximum accrual of 960 hours shall be forfeited as of January 1 of each year.
4. Employees covered by this agreement may submit one (1) request each calendar year to cash out a portion of their general leave, at ninety percent (90%) of the value of the leave. The remaining ten percent (10%) balance of the cash value not paid to the employees under this Paragraph 4 shall be paid into the Employee Benefit Trust Fund.
 - A. To be eligible to cash out general leave the total amount of the employee's combined balance in general leave and sick leave must be equal to or greater than one hundred twenty-five (125) hours for part-time employees or two hundred fifty (250) hours for full time employees.
 - B. A part-time employee whose combined general leave balance and sick leave balance is equal to one hundred twenty-five (125) hours or more may request the cash out of twenty (20) hours of general leave.
 - C. An employee whose combined general leave balance and sick leave balance is equal to two hundred fifty (250) hours or more may request the cash out of forty (40) hours of general leave.

- D. An employee whose combined general leave balance and sick leave balance is equal to five hundred (500) hours or more may request the cash out of eighty (80) hours of general leave.
- E. To be eligible to request a cash out payment of accrued general leave an employee must:
1. Have been employed for a minimum of one full year prior to submitting a request to cash out general leave.
 2. Have used planned general leave equivalent to the amount of general leave requested for cash out (twenty (20) hours of planned general leave must have been used to be eligible to cash out twenty (20) hours of general leave; forty (40) hours of planned general leave must have been used to be eligible to cash out forty (40) hours of general leave, eighty (80) hours of planned general leave must have been used to be eligible to cash out eighty (80) hours of general leave) during the 12 months prior to the date of submission of the request.
 3. Submit the cash out request form to the Business Office after March 1st and before October 1st.
 4. Have available in their general leave balance at the time the request is submitted the full amount of the general leave hours requested for cash out.
- F. The cash value of the general leave shall be based on the rate of pay for the classification in which the employee is working at the time an eligible request is submitted to the Business Office.
- G. A maximum of two (2) weeks of General Leave may be used at the time of termination of employment or at the time of retirement provided the employee submits a leave request form with their letter of resignation or retirement. Such General Leave credit shall be compensated at the rate in effect at the time of payout, except that no payments shall be made to an employee who has not completed their probationary period, nor shall any payment be made for unused credit in excess of an individual's maximum accrual.
- H. General Leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the services of the Library. The employer will make a good faith effort to respond to all leave requests in writing within ten (10) working days of receipt of the leave request form. If a leave request has not been responded to within ten (10) working days, the requesting employee may notify the Library HR Manager.
- I. An employee using General Leave for illness or accident that exceeds three (3) days maybe required to have a medical release prior to returning to work. The employee shall be notified in advance if such a medical release is required.
- J. Part time Pages who are off work for three (3) or more days due to illness or accident are not required to obtain a doctor's note to return unless:

1. The employee's doctor has issued a "modified duty" order which will require that the employee obtain a medical release authorizing the employee's "return to full duty".
2. An employee may be required to provide a doctor's note if he/she has had more than one instance of being absent for three (3) or more consecutive work days due to illness or injury in a consecutive ninety (90) day period.

Section 25.2 Sick Leave Balance is the amount of accrued sick leave remaining to the employee as of January 1, 2015 including any General Leave that the employee elected to transfer from General Leave to the sick leave balance through November 2014.

1. Effective January 1, 2015 all employees covered by this Agreement shall receive make no additional transfer of general leave to sick leave.
2. Any General Leave that has been transferred to the employee's sick leave balance cannot be allocated back to the employee's General Leave balance.
3. Any General Leave transferred to the employee's sick leave balance shall be used as sick leave or shall be paid off at termination in accordance with this agreement.
 4. Any employee off work due to illness may elect to use sick leave for that illness. Sick leave may be utilized in one-tenth (.1) hour increments for those employees identified in Appendix A.
5. Employees who terminate their employment for reasons other than retirement or death, shall have the time compensated at the rate of 25% of their sick leave pool balance at the rate the leave was earned.
6. Employees who terminate their employment due to retirement or death shall receive 100% of their sick leave balance at the rate earned.
7. Employees who use sick leave from their pool do so at the current rate.
8. All employees shall be permitted to use sick leave for FMLA or Mandatory Paid Sick Leave qualified absences for themselves or to care for a family member.

Section 25.3 Bereavement Leave In the event of a death in an employee's immediate family up to a maximum of seven (7) days annually of bereavement leave with pay will be approved by the Library Director or designee. Immediate family is defined as: spouse, registered domestic partner, domestic partner by affidavit, father, mother, foster parent, step parent, brother, sister, child, step child, foster child, aunt, uncle, grandparents, or grand children of the employee or spouse or registered domestic partner or domestic partner by affidavit. "Domestic partnership by affidavit" must be established by affidavit from the employee in a form provided by the Library, which shall contain the criteria for establishing domestic partnership. The definition of immediate family in this Section shall not be construed to impact any benefit other than bereavement leave or any other benefit provided for by Library policy, Tacoma Municipal Code, or the Tacoma Joint Labor Agreement.

Section 25.4 Leave Sharing

1. An Employee is eligible to receive donated leave under this section if:
 - A. The employee is on approved FMLA or on an approved medical leave of absence;
 - B. The employee will deplete his or her general leave and any sick leave balance during the next pay period;
 - C. The employee has abided by rules regarding use of leave;
 - D. The employee is not on an unpaid suspension during the period he/she is receiving donated leave.
2. All leave sharing requests are to be submitted in writing to the Library HR Manager. If an employee is unable to submit a request another person, usually a family member may submit the request for the employee.
3. The Library HR Manager will notify all staff by email of the request for donated leave from an eligible employee and provide information about the procedure for donating leave.
4. Employees may donate leave under this provision to any Library employee who is eligible.
 - a. Leave shall be donated in eight (8) hours increments.
 - b. To be eligible to donate general leave employees must have twelve (12) days/ninety-six (96) hours of leave remaining in general leave after donating leave, or to donate sick leave employees must have twelve (12) days/ninety-six (96) hours of leave remaining in sick leave after donating leave.
5. Donations of leave shall be utilized in the order received (first in, first out). Leave is moved from the donor to the recipient during the pay period the leave is to be used.
6. Employees donating sick leave hours will not receive payment for these hours at time of resignation or retirement.

Section 25.5 If an employee is on an approved leave of absence as defined in Article 24, Leave of Absence leave benefits do not accrue.

ARTICLE 26 – SUBSTITUTE POOL

Section 26.1 Subject to the terms and conditions set forth below, the Employer and Union agree that the Employer shall have the right to utilize a substitute pool of substitute employees (“substitutes”), so long as said employment does not supplant bargaining unit positions.

It is recognized and agreed that persons employed as substitutes are not members of the bargaining unit and as such, except where specifically provided in this Agreement, shall not be subject to the

terms and conditions of this Agreement. Substitute Employees shall not be hired to fill Regular Full-Time or Part-Time positions without applying for the position through the normal hiring process. No regular positions shall be supplanted by a Substitute Employee on an ongoing basis, nor shall Substitute Employees deprive any Regular Employees of hours of work or job benefits.

Section 26.2 Substitute Employees may be used when intermittent assistance is necessary or to fill an absence of an employee, scheduled or unscheduled.

Section 26.3 Term of Employment. Except as provided otherwise herein, the Employer shall not allow substitutes to work more than seventeen (17) hours per week or more than three hundred and twenty (320) hours in one year. Substitutes will be called on an as needed basis at the Library Director or the designee's discretion.

The Employer will establish a monitoring system and will notify the Union annually, or upon request, of the total number of substitute hours used in the calendar year and the total number of employee leave hours used in the calendar year. The parties agree that no extensions for substitutes shall be allowed.

Section 26.4 Hiring and Compensation of Substitutes. The Library Director or their designee shall have the sole discretion to hire and terminate all substitutes, with or without cause. The rate of pay for all substitutes will be at Step 1 of the appropriate classification as set forth in Appendix C. Except as specifically provided in this Article, substitutes shall not be entitled to any other compensation or benefits (including, but not limited to, holiday pay, vacation, sick leave, or insurance), except as may be required by applicable law or Employer policy.

ARTICLE 27 - COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties, and no written or oral statement shall add to or supersede any of its provisions.

ARTICLE 28 - SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Section.

ARTICLE 29 - DURATION

This Agreement shall be effective January 1, 2020, and shall continue in full force and effect through December 31, 2022.

Ninety (90) calendar days prior to the end of the expiration of the Labor agreement the parties shall meet and may agree to extend the terms and conditions of existing agreement, or, upon written notification, may open negotiations for the purpose of discussing a new agreement.

ARTICLE 30 - SAFETY

Section 30.1 The Employer and employee will comply with applicable safety codes as set forth in federal or state law, and employees shall cooperate in the use of all safety devices. All work areas shall be adequately heated, lighted and ventilated. An adequately heated, lighted and ventilated staff room shall be made available at each TPL facility.

Section 30.2 There shall be at least two (2) employees on duty in any building at all times during regular shifts scheduled public service hours.

Section 30.3 Incumbents in the classifications Maintenance Worker and Custodian are eligible to receive an allowance of \$175 per biennium for safety footwear,

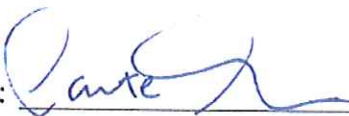
ARTICLE 31 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable state and Federal laws. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said law are paramount and shall prevail.

IN WITNESS WHEREOF, the parties have signed this Agreement this 24 day of April, 2020.

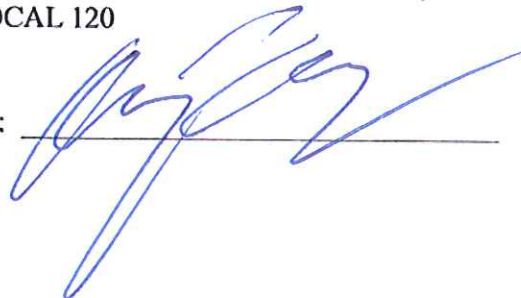
TACOMA PUBLIC LIBRARY

By: _____



TACOMA PUBLIC LIBRARY EMPLOYEES,
THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME,
LOCAL 120

By: _____



APPENDIX A

REPRESENTED CLASSIFICATIONS

9009.0	Maintenance Worker
9007.0	Custodian
9070.0	Librarian
9072.0	Librarian II
9031.0	Senior Library Associate
9030.0	Library Associate
9029.0	Library Assistant
9063.0	Senior Computer Technician
9058.0	Graphic Arts and Public Information Specialist
9053.0	Page
9079.0	Collection Development Librarian
9080.0	Digital Instructor

APPENDIX B

SENIORITY, LAYOFF RECALL CHART

BARGAINING JOB CLASSIFICATION GROUPS - BUMPING ORDER

<u>FACILITIES</u>	<u>MISCELLANEOUS (No Bumping)</u>
Maintenance Worker Custodian	Graphic Arts and Public Information Specialist Digital Instructor
<u>PUBLIC/TECHNICAL SERVICES</u>	<u>COMPUTER SYSTEM</u>
Collection Development Librarian Librarian Librarian II Senior Library Associate Library Associate Library Assistant Sr. Page Page	Senior Computer Technician

APPENDIX C
SALARY SCHEDULE
2020 RATES

Code	A	Job Title	1	2	3	4	5
9079		Collection Development Librarian	34.20	35.91	37.71	39.60	41.58
9063		Computer Tech, Sr.	30.10	31.60	33.18	34.84	36.58
9007		Custodian	19.58	20.56	21.59	22.67	23.80
9080		Digital Instructor	30.99	32.54	34.17	35.88	37.67
9058		Graphic Arts & Public Info Specialist	26.56	27.89	29.28	30.74	32.28
9070		Librarian	30.99	32.54	34.17	35.88	37.67
9072		Librarian II	35.82	37.61	39.49	41.46	43.53
9029		Library Assistant	18.90	19.85	20.84	21.88	22.97
9030		Library Associate	22.19	23.30	24.47	25.69	26.97
9031		Library Associate, Sr	25.68	26.96	28.31	29.73	31.22
9009		Maintenance Worker	24.00	25.20	26.46	27.78	29.17
9053		Page	14.19	14.90	15.65	16.43	
9052		Page, Sr					

APPENDIX D
SALARY SCHEDULE
2021 RATES

Code	A	Job Title	1	2	3	4	5
9079		Collection Development Librarian	35.06	36.81	38.65	40.59	42.62
9063		Computer Tech, Sr.	30.85	32.39	34.01	35.71	37.49
9007		Custodian	20.07	21.07	22.13	23.24	24.40
9080		Digital Instructor	31.76	33.35	35.02	36.78	38.61
9058		Graphic Arts & Public Info Specialist	27.22	28.59	30.01	31.51	33.09
9070		Librarian	31.76	33.35	35.02	36.78	38.61
9072		Librarian II	36.72	38.55	40.48	42.50	44.62
9029		Library Assistant	19.37	20.35	21.36	22.43	23.54
9030		Library Associate	22.74	23.88	25.08	26.33	27.64
9031		Library Associate, Sr	26.32	27.63	29.02	30.47	32.00
9009		Maintenance Worker	24.60	25.83	27.12	28.47	29.90
9053		Page	14.54	15.27	16.04	16.84	

APPENDIX E
SALARY SCHEDULE
2021 RATES

Code	A	Job Title	1	2	3	4	5
9079		Collection Development Librarian	35.85	37.64	39.52	41.50	43.58
9063		Computer Tech, Sr.	31.54	33.12	34.78	36.51	38.33
9007		Custodian	20.52	21.54	22.63	23.76	24.95
9080		Digital Instructor	32.47	34.10	35.81	37.61	39.48
9058		Graphic Arts & Public Info Specialist	27.83	29.23	30.69	32.22	33.83
9070		Librarian	32.47	34.10	35.81	37.61	39.48
9072		Librarian II	37.55	39.42	41.39	43.46	45.62
9029		Library Assistant	19.81	20.81	21.84	22.93	24.07
9030		Library Associate	23.25	24.42	25.64	26.92	28.26
9031		Library Associate, Sr	26.91	28.25	29.67	31.16	32.72
9009		Maintenance Worker	25.15	26.41	27.73	29.11	30.57
9053		Page	14.87	15.61	16.40	17.22	