

**LABOR AGREEMENT
BY AND BETWEEN
TACOMA PUBLIC LIBRARY**

AND

**TEAMSTERS LOCAL UNION NO. 117
OFFICE STAFF, SUPERVISORS,
AND
MANAGEMENT STAFF**

January 1, 2019 through December 31, 2021

**TEAMSTERS LOCAL UNION NO. 117
OFFICE STAFF, SUPERVISORS, AND MANAGEMENT STAFF
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**TACOMA PUBLIC LIBRARY
AND
TEAMSTERS LOCAL UNION NO. 117
OFFICE STAFF, SUPERVISORS, AND MANAGEMENT STAFF**

ARTICLE 1 -- PREAMBLE

This Labor Agreement is entered into between the Tacoma Public Library, Board of Trustees and the Director as agent for the Board (hereafter referred to as the Library) and the Teamsters Local Union No. 117 (hereafter 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 Library and the Union recognize that the success of these objectives depends upon the Library's success in establishing service and upon joint efforts of both parties in improving the service. Therefore, the Library 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

The Employer recognizes TEAMSTERS LOCAL UNION NO. 117, as the exclusive representative for all regular employees of the Tacoma Public Library employed in the classifications as set forth in Appendix A.

ARTICLE 4 -- DEFINITIONS

Section 4.1: Board - shall mean the Board of Trustees of the Tacoma Public Library.

Section 4.2: Probationary employee - An employee shall be in a probationary status for a period not to exceed six (6) months from date of hire with the option to extend the probationary period to nine (9) calendar months based on performance. An employee who is in a probationary status may be discharged without recourse to the disciplinary appeals procedure (Article 18).

Section 4.3: Regular Employee - shall mean an employee, who is not on probation and who is regularly scheduled for not less than eighty (80) hours in any one (1) two-week pay period. This bargaining unit covers both FLSA exempt ("salaried") and FLSA non-exempt ("hourly") employees.

Section 4.4: Emergency - As defined for the purpose of this Agreement, 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 or to its individual components.

ARTICLE 5 -- NON-DISCRIMINATION

Section 5.1: Non Discrimination - The Library and Teamsters Local Union No. 117 agree that the provisions of this Agreement shall be applied to employees without discrimination based on applicable local, state or federal laws.

Section 5.2: Sexual Harassment – Unlawful harassment, including sexual harassment shall be considered discrimination under this Article. Sexual harassment is any repeated or unwanted verbal or physical sexual advances, sexually discriminatory remarks made by someone in the workforce which are offensive or objectionable to the recipient or which causes the recipient discomfort or humiliation or which interferes with the recipient's job performance.

Section 5.3: Charges/Claims - All allegations of discrimination shall be processed through the Grievance Procedure. However, nothing contained in Article 18 will deprive an employee of any legal rights which they presently have, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar utilization of the grievance process and any grievance filed shall be considered moot and withdrawn.

ARTICLE 6 -- UNION SECURITY

Section 6.1 The Library agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the Library. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. New Employees' initiation fee may be incrementally deducted as specified in the authorization. Union payroll deduction authorization cards submitted to the Library and received by the payroll office will have deductions beginning no later than the second payroll cycle following receipt of the authorization card. The Library will honor the terms and conditions of each employee's duly executed payroll deduction authorization card irrespective of the employee's membership status. The Union agrees to refund to the Library any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union dues.

Upon receipt of a new, original payroll deduction authorization, the Library will make a copy available to the Union electronically within two weeks.

Section 6.2 Employees may cancel their payroll deduction by written notice to the Library and the Union in accordance with the terms and conditions of their duly executed payroll deduction authorization card. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the terms of the employee's duly executed payroll deduction authorization card regarding cancellation have been met.

Section 6.3 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 6.4 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 6.5 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.

ARTICLE 7 -- UNION ACTIVITIES

Section 7.1: Work Site Visit - Duly authorized representatives of the Union shall have access to the Library 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. Union representatives will provide reasonable notice to Library Administration before visiting the worksite.

1. Union representatives and/or one (1) shop steward may visit the work location of bargaining unit employees for the purpose of investigating alleged grievances affecting its bargaining unit employees.
2. Except as specifically provided in this Article, employees, stewards, and/or Union representatives will not conduct internal Union business or promote the Union or its affairs during such employees' work time, other than contract negotiations, or in view and/or hearing of the public. The Union may conduct meetings during regularly scheduled lunch breaks and at other times outside of the regularly scheduled work time of the employees who participate in the meeting. When such meetings are conducted on Library property, the Union shall give the Library Human Resources Office prior

notice of the time, location and expected duration of the meeting. Employees will attend such meetings during their non-work time or approved leave time.

3. The Library will provide copies of the Labor Agreement and a Union information packet to be distributed to all new employees. The Union shall supply the information packets to the Library Human Resources Office.

Section 7.2 Union Stewards

1. The Union will identify to the Library up to four (4) stewards to assist in the administration of this Agreement. The Union will notify the Library when there is a change in Shop Stewards. The Library will only recognize the Union stewards that have been identified as such, in writing to the Library Human Resources Office, by the Union.
2. Except as otherwise specifically provided in this Article and Article 18, Section 18.5, bargaining unit employees and Union employees will not be compensated by the Library for any Union activities, other than contract negotiations.
3. Two (2) Union negotiating team members will be compensated, at the straight time rate of pay for their Union job classification, for scheduled work hours lost in attendance of formal negotiation for successor collective bargaining agreement.

Section 7.3 Board Meeting Attendance

The Local 117 Shop Steward may attend open Board meetings without loss of pay when they are held during regularly scheduled hours of work. The Employer reserves the right to deny Board meeting attendance to Shop Stewards in emergency situations as required by the business needs of the Library.

A copy of the Library Board of Trustees (BOT) meeting packet (excluding confidential information) will be provided to the Local 117 Union Representative or designee(s) electronically prior to such meetings. Information provided to the Trustees on the day of the Board meeting will be provided to the Local 117 Union Representative or designee at the meeting.

Section 7.4 Library Mail System: The Employer's delivery or internal mail system may be used to send Union meeting bulletins and notices.

Section 7.5 Voluntary Contribution to Labor Funds, Committees or Subsidiary

Organizations: The Joint Labor Contract language regarding this payroll deduction, as it is now and as it may be revised in the future, is incorporated herein by reference.

ARTICLE 8 -- LIBRARY RIGHTS

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the Library to make and implement decisions with respect to the operation and management of its operations in all respects. The Library's rights include, but are not limited to, the following:

1. The right to manage and determine all services, operations and facilities.
2. The right to schedule working hours, meal periods, breaks and days of rest.
3. The right to establish, modify or change work schedules or standards.
4. The right to direct the work force, including but not limited to the right to hire, assign, evaluate, promote, demote, layoff or transfer any employee.
5. To establish qualifications for employment and to employ employees.
6. The location of the Library, including the establishment of new libraries, or departments, divisions or subdivisions thereof, and the relocation or closing of libraries, departments, divisions or sub-divisions.
7. The determination of services rendered or supplied, including the right to determine whether goods or services are made or purchased.
8. The determination of financial policy, including account procedures, prices of services rendered or supplied, and patron relations.
9. The selection, promotion, or transfer of employees.
10. The determination of policy affecting the selection or training of new and existing employees.
11. The scheduling of operation and the determination of the number and duration of shifts.
12. Introduction of new, improved or different service methods or facilities or change in existing methods, equipment or facilities.
13. The determination of the amount of supervision necessary.
14. To introduce technological changes.
15. The establishment of quality and quantity standards and the judgment of the quality and quantity of workmanship required.
16. The establishment, modification, and enforcement of rules, regulations or policies, which are not in direct conflict with any of the provisions of this Agreement, as well as the right to establish, modify and enforce disciplinary rules, regulations and procedures with respect to employees.
17. The determination of safety, health and property protection measures for the Library.
18. The allocation and assignment of work to employees.
19. To discipline, discharge or suspend employees for cause.
20. The Library reserves the right to accept and make use of the valuable contributory service performed by volunteer organizations and volunteer workers.

It is agreed that the enumeration of management prerogatives shall not be deemed to exclude other management prerogatives not specifically enumerated above. It is also understood and agreed that in the event the Library should waive knowingly or otherwise, any right it may have, the waiver of such right shall establish no precedent and such right shall not be reduced, diminished, or lost in any other event or action, past, present, or future. The Union shall make no claim based upon the

Library's neglect or refusal to enforce any or all of the rights of the Library contained herein. No happening or event shall diminish or eliminate any right of the Library.

Notwithstanding any other provisions of this Agreement, the Library may take all actions it deems reasonable to comply with the Americans With Disabilities Act.

ARTICLE 9 -- UNION AND EMPLOYEE RIGHTS

Section 9.1: 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 9.2: Employees have the following Rights

1. To clear, fair standards, regulations and policies, uniformly applied.
2. To engage in outside activities, provided such activities do not render the employee unable to perform assigned duties, are clearly prejudicial or harmful to the Library's reputation or in conflict with acceptable bidding or State contract law.
3. To be provided a copy of the Library's Personnel Rules, Labor Agreement, 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 his/her position, duties and the Library's expectations.

Section 9.3: All employee personnel files shall be maintained in a secure location in the Human Resources Office and available for inspection when requested by:

1. The employee
2. The Library Human Resources Office staff
3. The Supervisors/Managers with direct line authority over the employee or an employee who is designated to transfer to the Department of the inquiring supervisor/manager, upon written notice to the employee
4. The Library Director
5. An individual or party making a request as authorized by law

The employee shall have reasonable access to the materials contained in their personnel file. Copies of the materials contained in the personnel file will be made available, upon written request during normal business hours using the Employee Personnel File Request (Form #91-80). The Library shall grant the employee's request that a Union representative be present when viewing their personnel file. The viewing of the files shall take place only in the Library Human Resources Office or other such place that is mutually acceptable.

Section 9.4: The employee may respond in writing to materials that in the employee's judgment may have an adverse effect on their employment.

Section 9.5: The Library will verify only the fact of employment, date of hire, and salary range of an employee relative to general inquiries or inquiries from prospective employers.

ARTICLE 10 -- LABOR-MANAGEMENT COMMITTEE

The Union and the Library agree to establish a Labor-Management Committee to discuss matters of mutual interest. The Committee shall be advisory in nature. The Committee shall not discuss negotiable issues unless both parties so agree. Bargaining unit members appointed by the Union to attend Committee meetings or attending Committee meetings as invited guests during their work hours will (a) request approval from their Supervisor in advance to attend meetings, for which approval shall not be unreasonably withheld, (b) record release time on their timesheets and (c) shall attend meetings without loss of pay, however, no overtime or compensatory time will be incurred during Committee meetings or as a result of meetings that occur outside an employee's regular work hours.

Section 10.1: When a current bargaining unit employee has temporarily filled a different vacant position represented by Teamsters Local Union No. 117, for a period of ninety (90) days, upon written request from the Union, a Labor/Management meeting shall be held to discuss the permanent filling of the vacant position.

ARTICLE 11 -- HOURS OF WORK

Section 11.1:

1. Hours of work shall be defined to include: hours actually worked, general leave, frozen sick leave, holidays, bereavement leave, jury/witness duty and family leave that is paid. Hours worked shall not include time indicated as leave without pay.
2. Hourly Employees:
 - A. A normal pay period shall consist of eighty (80) hours in a pay period. Up to one (1) hour unpaid meal period shall be allowed for each day worked. The work schedule shall be established in accordance with the needs of the Library.
 - B. Employees who work for a consecutive period of four (4) hours shall have a fifteen (15) minute rest period during that time. 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.

Section 11.2: Overtime - Overtime, as defined by this Section, pertains only to hourly employees. Overtime is assigned and authorized by administration or management, in advance, which is in excess of forty (40) hours worked time per week.

1. Authorized work in excess of forty (40) hours in one week shall be considered overtime. Whether or not overtime shall be assigned to the employee and at what