

**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, 2023 through December 31, 2025**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	2
ARTICLE 2 - PURPOSE.....	2
ARTICLE 3 - RECOGNITION .....	2
ARTICLE 4 - NON-DISCRIMINATION .....	3
ARTICLE 5 – DEFINITIONS.....	3
ARTICLE 6 - MANAGEMENT RIGHTS .....	4
ARTICLE 7 - EMPLOYEE RIGHTS.....	4
ARTICLE 8 – UNION MEMBERSHIP AND DUES.....	5
ARTICLE 9 - UNION ACTIVITIES .....	6
ARTICLE 10 - LABOR MANAGEMENT COMMITTEE .....	7
ARTICLE 11 - EMPLOYEE PERSONNEL FILE .....	8
ARTICLE 12 - DISCIPLINE.....	8
ARTICLE 13 - GRIEVANCE PROCEDURE .....	9
ARTICLE 14 - NO STRIKE - NO LOCKOUT .....	11
ARTICLE 15 – SENIORITY.....	12
ARTICLE 16 - LAYOFF AND RECALL POLICIES AND PROCEDURES .....	12
ARTICLE 17 - PROMOTIONS, TRANSFERS, VOLUNTARY DEMOTIONS, AND ACTING APPOINTMENTS .....	14
ARTICLE 18 - HOURS OF WORK .....	16
ARTICLE 19 - OVERTIME.....	19
ARTICLE 20 - COMPENSATION.....	19
ARTICLE 21 - HEALTH AND WELFARE BENEFITS.....	21
ARTICLE 22 - RETIREMENT .....	21
ARTICLE 23 - HOLIDAYS.....	22
ARTICLE 24 - LEAVES OF ABSENCE.....	24
ARTICLE 25 - EMPLOYEE LEAVE.....	26
ARTICLE 26 – SUBSTITUTE POOL .....	30
ARTICLE 27 - SAFETY .....	30
ARTICLE 28 - COMPLETE AGREEMENT.....	31
ARTICLE 29 - SEPARABILITY CLAUSE .....	31
ARTICLE 30 - DURATION .....	31
APPENDIX A .....	32
APPENDIX B .....	35
INDEX TO LETTERS OF AGREEMENT AND LETTERS OF UNDERSTANDING.....	36

AGREEMENT  
BY AND BETWEEN  
TACOMA PUBLIC LIBRARY  
AND  
THE WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES (AFSCME - LOCAL 120)

**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 permanent employees of the Tacoma Public Library employed in the 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 twenty-one (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 positions 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 affects hours, wages and working conditions in accordance with RCW 41.56.

## **ARTICLE 4 - 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, gender identity, 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.

## **ARTICLE 5 – DEFINITIONS**

**Section 5.1 Permanent Full-Time Employee** An employee who has passed probation and who is regularly scheduled for not less than forty (40) hours a week.

**Section 5.2 Permanent Part-Time Employee** An employee who has passed probation and who is regularly scheduled to work less than forty (40) hours a week.

**Section 5.3 Page** A permanent part-time employee in the Page classification who has passed probation and who is regularly scheduled to work less than twenty (20) hours per week.

**Section 5.4 Probationary Employee** All permanent employees shall serve a probationary period of six (6) months from the date of hire. A probationary period may be extended for an additional three (3) months. A new 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. Probationary requirements for transferring and/or promoting employees are as further defined in this Agreement.

**Section 5.5 Substitute Employee** Substitute employees are on-call personnel with no regularly assigned hours who cover emergency workloads and planned and unplanned absences of generally up to ten (10) consecutive workdays in duration. Substitute employees are excluded from the provisions of this Agreement except as referenced herein, or as required by law or Employer policy. The Library shall not hire or schedule substitute employees when such action would deprive a permanent 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 who are on the recall list and who are willing to perform this work.

**Section 5.6 Temporary Employee** Temporary employees are hired for a period of time not to exceed six (6) months or specifically for the duration of a permanent employee's leave of absence. Temporary employees are excluded from the provisions of this Agreement except as referenced herein, or as required by law or Employer policy. The Library shall not hire or schedule temporary employees when such action would deprive a permanent 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 who are on the recall list and 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 Volunteers** Volunteers are excluded from the provisions of this Agreement and do not receive compensation, remuneration, or practicum. The work shall be as limited in scope as possible. Volunteers will supplement and support existing staff and will not be utilized in such a way as to deprive a permanent employee of hours of work or job benefits.

**Section 5.9 Project, Grant, and Contract Employees** Project, grant, and contract employees are hired for a specific period of time for a specific project, grant, or contract. Such project, grant, and contract employees are excluded from the provisions of this Agreement. Project employees will not be utilized in such a way as to deprive a permanent employee of hours of work or job benefits.

## **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 MEMBERSHIP AND DUES**

**Section 8.1** The Library 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 Library 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 Library. Upon receiving notice of the employees' authorization from the Union, the Library 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 Library to the Union on behalf of the employees identified by the Union as authorizing the deduction(s). The Union shall provide the Library 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 Library 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 Library will make a copy available to the Union electronically within two weeks. The Library 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, with pay, when they attend negotiations 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.

**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 by duly elected or appointed union officers, Policy Chairs or Shop Stewards to send Union meeting bulletins, notices, and official Union correspondence, except that no campaign materials in support of ballot measures or candidates may be so distributed. Each bulletin or notice will include a posting and removal date and be initialed by a Union official.

**Section 9.6 Board Meeting Attendance** Either the Local Policy Chair(s) 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 Section 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 Chair(s) 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(s) and the Local Union Staff Representative electronically on the day the information is provided to the Trustees. Any subsequent revisions to the BOT meeting packet on the day of and prior to the Board meeting will be provided to the Policy Chair(s) and the Local Union Staff Representative 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 by 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 warning, b) written warning, c) final warning or suspension, d) termination.

**Section 12.2** When an employee commits an offense warranting disciplinary action, their supervisor/manager may begin disciplinary action in any of the steps listed in Section 12.1 above, 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 they believe 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 notice(s). The employee's signature thereupon shall not be construed as admission of guilt or concurrence with the discipline, but rather be an indicator that they have seen the notice and have been made aware of the disciplinary action to be taken.

**Section 12.4** Written warnings shall be removed from the employee's personnel files after twenty-four (24) months if no further related incident(s) occurs. The Library 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 written discipline prior to its placement into their personnel file.

**Section 12.6** If the Employer has reason to discipline 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 of the Grievance Procedure.

**Section 12.8** The employee who is to receive a disciplinary action, suspension or discharge, or their Union representative with the employee's approval, shall, upon their request, 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 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, and 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 the 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 supervisor's response to the employee and the Union in Step 1, 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. The Manager shall send a written answer stating their position to the employee and the Union representative, within fourteen (14) calendar days of receipt of the grievance, or, if the parties agree to a meeting at Step 2, within fourteen (14) calendar days after 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., the Assistant Director or designee.

**Step 3.** If the grievance is not resolved in Step 2, then by the fourteenth (14th) calendar 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 in writing within fourteen (14) calendar days of receipt of the written grievance. Written warnings shall not be grievable beyond Step 3.

**Step 4. Grievance Mediation (Optional)** Either the Employer or Union may request to the other, in writing, within fourteen (14) calendar days of the written response at Step 3, to submit a grievance that is subject to arbitration to non-binding mediation or directly to Step 5. Upon mutual agreement of the Employer and the Union to mediation, each party shall bear the expense of its own representation, and all other expenses incidental to the mediation shall be divided equally. The parties may utilize the grievance mediation services provided by the Public Employment Relations Commission. If mediation is agreed to, the parties shall hold timelines of the grievance in abeyance until the conclusion of mediation.

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. The party requesting arbitration shall strike first. The person whose name remains shall be the arbitrator. The party requesting

arbitration 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 on the Union, the employees covered by this Agreement, and the Library.

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 that the Union and the Library Director or their designee agree in writing is resolved at any step beyond Step 1 and prior to an arbitrator's decision shall be final and binding on the Union, the employees covered by this Agreement, and the Library.

**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 this 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 such 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 and Continuous Service Defined:** Seniority is defined as the length of an employee's continuous service in a classification and in all higher classifications. Continuous service is defined as uninterrupted employment as a permanent or probationary Library employee. Time on leaves of absence or layoff will not count toward the computation of seniority.

Time worked as a temporary employee, acting employee, or project employee shall be considered as equal to permanent employment for seniority purposes if there is no break in service with the employee's permanent appointment. Pages shall accrue seniority at the rate they are regularly scheduled (i.e., a .43 FTE will accrue at the rate of .43).

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

**Section 15.2 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 15.3 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 15.1, 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.

## **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 permanent full-time or permanent part-time employee while there are temporary, probationary or project employees serving in the same job classification as listed in Appendix B.

**Section 16.2** The Employer shall give as much advance notice of layoff as possible, but at least two (2) weeks notice (ten (10) working days), or more as required by law. Employees so notified shall also be advised of any bumping option(s) available to them and must choose which option to take, if any, and provide management with written notification of their choice, 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 they have 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 same 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 them 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 they held at the time of layoff shall be removed from the seniority list and their 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 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 16.8** 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 16.9** 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, VOLUNTARY DEMOTIONS, AND ACTING APPOINTMENTS**

**Section 17.1 Definitions:** As used in this Article:

- “Promotion” means the advancement of an employee to a classification of greater responsibility with a higher salary range.
- “Transfer” means the reassignment of an employee to a position of equivalent classification and rate of pay.
- “Voluntary Demotion” means a demotion to a vacant position having a lower salary than an employee’s permanent position, at an employee’s request.
- “Acting Appointment” is an appointment by the Library Director or their designee of a permanent employee to perform the duties of a higher classification for a set limited duration.

**Section 17.2 Physical Examinations:** No employee shall be required to take a physical examination for promotions, transfers, voluntary demotions, or acting appointments unless the new position necessitates particular physical abilities.

**Section 17.3:** At the request of the Union the Employer will inform the Union of its decision regarding any vacant bargaining unit position(s). The Union will be notified in the event a bargaining unit classification is abolished. Incumbent employees shall receive first consideration to reclassified positions, including on-the-job training. New bargaining unit classifications will be filled through a competitive process as determined by the Employer.

**Section 17.4 Promotions 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.

- A. **Notification of Job Announcements:** Employees may complete a job interest card / job alert at [www.cityoftacoma.org/jobs](http://www.cityoftacoma.org/jobs) to be notified by e-mail of Library job announcements. 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.

- B. 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 if the employee's test is not more than five (5) years old.

### **Section 17.5 Transfers**

- A. Prior to filling a vacant position, the Employer shall give consideration to current employees who have requested a transfer and/or demotion to the vacant position.
- B. 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.
- C. If a probationary employee transfers prior to completion of probation, they must complete a total of a six month probation, and in no event less than a three (3) month probationary period in the position to which they transfer. For example, if a probationary employee has completed four months of probation and then transfers, they must complete three months of probation in the new position. However, an employee's total probationary period in the situation described in this Section shall not be less than six (6) months nor more than nine (9) months in duration.

**Section 17.6 Request for Voluntary Demotion**: A permanent 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 17.5 of this Article shall apply to this Section 17.6. Should the employee not be selected for the position they shall retain their current classification.

**Section 17.7 Acting Appointment Process**: 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.

- A. Acting Appointment 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 no later than the start of the full pay period two weeks after the employee provides written notice to their management/supervisor.
- B. Acting Appointment 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, or to the top step of the range of the acting appointment,

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

- C. Acting Appointment Probationary Period Credit: If an employee takes on a permanent role in the same classification in which they have worked in an acting position within the last two (2) years, they will serve a three (3) month probationary period, which may be extended up to an additional three (3) months.

## **ARTICLE 18 - HOURS OF WORK**

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

- A. A full-time employee's work day shall normally consist of eight (8) hours worked, with up to a one (1) hour unpaid meal period. Normally, these hours shall be consecutive, except as provided in Section 18.2, Split Shifts. A full-time employee's normal workweek will be forty (40) hours worked within a five (5) day period.
- B. A part-time employee's work week shall not normally equal a full-time employee's hours per week. The time may include up to a one (1) hour unpaid Meal Period in accordance with Section 18.6, and Rest Periods in accordance with Section 18.5. Normally, these hours shall be consecutive, except as provided in Section 18.2, Split Shifts, of this Article. A 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 if other work schedules were specified at the time of employment or due to 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 if other work schedules were specified at the time of employment or due to acceptance of a specific position.
- E. Employees shall not normally be required to work more than two (2) evenings per week, that is, later than six (6) p.m., unless other work schedules were specified at the time of employment, or due to acceptance of a specific position, or if the employee and their supervisor or manager mutually agree.
- F. An employee and their supervisor or manager may mutually agree in writing, with a copy to the employee, to work a different schedule than described in this Section. The Employer will notify the Union if such different schedule is permanent.

**Section 18.2 Split Shifts** 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, which does not include a meal period. 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 provided to the employee at least one work week prior to the beginning of the pay period, on either the employees' department/branch bulletin board for that particular department/branch, or electronically. Work schedules as provided to the employee may not be changed, except in emergency situations, or 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 five (5) work days in advance.

**Section 18.4 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 the managers/supervisors of both employees, the Library Human Resource Manager shall be notified. The Employer, including a Manager, shall not be responsible for facilitating the search for any such exchange.

**Section 18.5 Rest Periods** All employees who work for a consecutive period of more than three (3) hours 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 the shift whenever this is feasible. Employees shall not be required to take a break in the first hour of work, nor the last hour of work.

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. In this case, an additional paid fifteen-minute (15) rest period shall be granted, either within the last half-hour prior to the end of their regular shift or within the first one and one-half (1-1/2) hours from the beginning of such overtime period.

**Section 18.6 Meal Period** All employees shall be allowed an unpaid meal period not to exceed sixty (60) minutes and not less than one half-hour (thirty (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 18.7 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(s) of the site(s) and approved.

**Section 18.8 On Call/Call Back** An employee who is assigned to stand-by status by their manager shall receive three dollars (\$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 (2) hours 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 an aggregate one-half (1/2) hour per day will be paid in tenth (.10) of an hour increments.
- C. A temporary assignment to an upgrade position pursuant to Section 18.9 below does not preclude an employee from being on call in the employee's permanent position, outside the normal work hours of the temporary assignment. Overtime pay for such an employee will be calculated at the overtime rate received by the employee in their permanent position.
- D. There shall be no duplication or pyramiding of rates paid under this Section.

**Section 18.9 Temporary Upgrade Pay** An employee temporarily assigned by a Manager to fill the duties and responsibilities of a higher classification will be paid at the step of the temporary classification salary range which is at least five percent (5%) above their current paid rate in their permanent classification, or to the top step of the range of the higher classification, whichever is less. In order to be compensated at the rate of the higher classification, an employee temporarily reassigned shall meet the minimum qualifications and substantially assume the duties of such classification. The temporary assignment shall result in the relinquishing of the employee's regular duties to a substantial degree. The upgrade pay will be for a minimum of one (1) hour a workday.

In addition, an employee who is temporarily upgraded for four (4) or more hours in a workday will be compensated at the upgraded rate for the duration of their entire shift for that workday.

**Section 18.10 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) to be assigned the duty of book-drop service outside of their normal work hours 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 an hourly employee's scheduled eight (8) hours per day or forty (40) hours in any one work week shall be considered overtime. For purposes of this Article only, time in paid status shall be considered as time worked.

**Section 19.2 Overtime Compensation** Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's 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. Any unused compensatory time will be paid out at the end of the year in which it is earned.

**Section 19.3 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 19.4 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, the employee transfers or promotes into a position with regular Sunday hours, or if mutually agreed to in accordance with Article 18, Section 18.1.F.

## **ARTICLE 20 - COMPENSATION**

**Section 20.1** Employees shall be compensated in accordance with the schedules set forth in Appendix A of this Agreement.

**Section 20.2 Step Plan** The current step salary plans shall remain in effect.

- A. Employees shall be eligible for a one-step merit increase upon completion of their probationary period and on each subsequent anniversary date until they reach the top pay step of that range. Step increases will be granted with the approval of the

Manager/Supervisor and Assistant Director or their designee to employees who have received a meritorious rating on their performance appraisal.

- B. 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 20.3 Mileage Reimbursement/Compensation** An employee using their private vehicle for Library business, meetings, seminars, and training, as authorized in advance by the Library, shall be reimbursed for their mileage 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.

**Section 20.4 Uniforms and Boot Allowances**

- A. Employees in the classifications 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. Uniforms shall be replaced by the Employer as necessary due to wear and tear.
- B. Library Pages shall be provided aprons/smocks upon request.
- C. Incumbents in the classifications Maintenance Worker and Custodian will receive an allowance of two hundred and twenty-five dollars (\$225) for safety footwear every two years, in the first pay period of each January of the beginning of the Employer's biennial budget. Employees new to these classifications will receive the boot allowance at the time of hire, and then as stated in this Paragraph C per biennium thereafter, except where employees are hired within six months prior to January 1<sup>st</sup> (first) of the biennium, in which case they will not receive another allowance in accordance with this Paragraph C until the second biennium thereafter.

**Section 20.5 Longevity Pay** Permanent full-time employees, permanent part-time employees, and Pages shall receive longevity pay based on a percentage of their base straight-time rate of pay, that excludes applications of rate, received for the job classification in which they are currently being paid in accordance with the following schedule:

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

Eligibility to receive longevity pay shall be determined by an employee's length of aggregate service at the Library, and shall be paid at the first pay period in which any of the stipulated periods of aggregate service will be completed. Aggregate service is defined as of the effective date of this Agreement, as the total of all employment inclusive of authorized leaves of absences, and excluding

suspensions of more than fifteen (15) working days, or layoff. No temporary or project employee shall accrue longevity as defined herein, with the exception that when those employees become permanent and there is no break in service between the employee's temporary or project employment and their permanent employment, they shall have that temporary or project time period included in the accumulation of their aggregate service.

## **ARTICLE 21 - HEALTH AND WELFARE BENEFITS**

### **Section 21.1 Medical, Dental, and Vision Insurance**

- A. Except as specified in Section 21.1.C below, the Employer shall provide medical, dental, and vision insurance through the City of Tacoma plans as provided for in the collective bargaining agreement between the City of Tacoma and Tacoma Joint Labor Committee.
- 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 collective bargaining agreement between the City of Tacoma and Tacoma Joint Labor Committee.
- C. Employees who are regularly assigned to fewer than twenty (20) hours per week are not eligible for the benefits granted under this Section.

**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 in an amount equal to one times the employee's base annual salary rounded to the next higher one thousand dollars (\$1,000) for all permanent full time (1.0 FTE) and permanent part time (.5 to .9 FTE) employees. For the duration of this Agreement the Employer will provide life insurance coverage in the amount of fifteen thousand dollars (\$15,000) for all Page employees.

**Section 21.4 Long Term Disability (LTD)** For the duration of this Agreement the Library will provide Long Term Disability (LTD) insurance for all permanent full time and permanent part time employees at no cost to the employee.

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 sixty percent (60%) of salary to a maximum of five thousand (\$5,000) 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
Dr. Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
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 permanent full-time employees, and in three and one-half (3.5) hour increments for Pages. Part-time employees shall have their holidays prorated based on their FTE (full-time equivalent).

**Section 23.2 Employees Scheduled to Work Monday-Friday.** When a holiday named in Section 23.1 above falls on a Saturday or a Sunday, it shall be observed on the following Monday. If back to back holidays fall on a Saturday and Sunday, they shall be observed on the Friday before and the Monday following.

**Section 23.3 Employees Scheduled to Work Tuesday – Saturday.** When a holiday named in this Agreement falls on a Sunday or Monday, it shall be observed on the preceding Saturday. If back to back holidays fall on a Sunday and Monday, they shall be observed on the preceding Friday and Saturday.

**Section 23.4 Employees Working on a Holiday.** If an employee, due to the demands of Library services, is required to work on a holiday designated in Section 23.1 above, 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 23.5 Pages and Part-Time Employees.** Holiday paid time off shall be used within the pay period within which the employee's working group observes the holiday. Pages and Part-Time Employees, 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 Leave With Out Pay on the holiday; or 3) may supplement holiday pay with Paid Time Off.

**Section 23.6** A holiday named in Section 23.1 above that falls within an employee's approved paid time off shall be counted as a holiday.

**Section 23.7** A holiday named in Section 23.1 above that falls within an employee's period of approved sick leave shall be counted as a holiday.

**Section 23.8** 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 9 a.m. to 6 p.m., or an 8 a.m. to 5 p.m. work schedule on these days.

**Section 23.9 Floating Holidays.** Employees covered by this Agreement shall have three (3) floating holiday days annually, with the floating holiday days available at the beginning of each calendar year or in the case of new employees on probation, after completion of their probationary period. Floating holidays shall be taken in eight (8) hour increments for permanent full-time employees, and in three and one-half (3.5) hour increments for Pages. Other permanent part-time employees shall have their floating holidays prorated based on their FTE (full-time equivalent).

- 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. All full time permanent employees, permanent part-time employees, and Pages hired between January 1 and June 30<sup>th</sup> 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. All full time permanent employees, permanent part-time employees, and Pages hired after June 30<sup>th</sup> will be in a probationary status through the end of the year and will not be eligible to accrue 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.

**Section 23.10 Observance of Religious Holidays.** Consistent with RCW 1.16.050, an employee may elect up to two unpaid 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 Paid Time Off, 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 thirty (30) calendar days' notice. Approval of leave shall be in accordance with RCW 1.16.050.

## ARTICLE 24 - LEAVES OF ABSENCE

**Section 24.1 Leave of Absence Without Pay** A leave of absence without pay for personal reasons may be granted after completion of one (1) year of employment, and with the required approval as further explained in Section 24.3, up to a maximum of one hundred and eighty (180) consecutive calendar days. For all leaves without pay exceeding fifteen (15) calendar days in any calendar year there shall be no benefits accrual or progression. An employee on leave without pay will not be eligible for paid holidays or bereavement leave. 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. This Section does not apply to leaves pursuant to the Family and Medical Leave Act (FMLA) and Washington State Paid Family and Medical Leave (PFML), those leaves will be administered pursuant to FMLA and PFML policies and statutes.

**Section 24.2 Unauthorized Leave of Absence** An unauthorized leave of absence of any duration may subject the employee to disciplinary action. The Library may consider an employee's unauthorized absence from work for a period of five consecutive working days as the employee's voluntary resignation.

**Section 24.3 Approval for Leaves Without Pay** All leaves without pay must be approved by the Library Director or designee; except that leaves of less than ten (10) consecutive working days may be approved by the employee's supervisor/manager. Normally, a leave of absence of ten (10) consecutive working days or more is to be requested in writing to the Library Director and the employee's supervisor/manager as soon as possible, but no less than prior to the date such leave is to commence, and shall include the reason for the request and the inclusive dates. The Library Director or designee shall furnish authorization or denial for a leave of absence to the employee in writing as soon as possible 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. The employee shall provide a copy of the notice of the call to jury/witness duty to their supervisor as soon as possible, and no less than 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 are 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 are excused by the Court after having served less than seven (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 to their manager for submission to Human Resources.

**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 Paid Time Off.

- A. Within three days after being approved for FMLA leave, employees must notify their supervisor in writing that they wish to retain Paid Time Off (up to a maximum of eighty (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 Paid Time Off 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 Paid Time Off.

## **ARTICLE 25 - EMPLOYEE LEAVE**

**Section 25.1 Paid Time Off** Employees covered by this Agreement shall accrue Paid Time Off (“PTO”) 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 PTO is credited based on the employees' date of hire and their being in a paid status in any portion of the previous pay period. Thus, an employee who is in an unpaid status for a full pay period will not accrue PTO. Hourly employees may take PTO in increments of one-tenth (.10) of an hour, and salaried employees in full day increments.

2. During the probationary period of employment, employees are not authorized to use Paid Time Off, except for absences due to illness, injury, or paid sick leave pursuant to RCW 49.46, or as required by other state and/or federal law. Employees who use PTO due to illness may be requested to submit a physician slip. In addition, promoted employees in a probationary period may use PTO as approved by their manager/supervisor, which leave time taken will not count towards the computation of the length of their probationary period.
3. PTO may be accrued to a maximum of 960 hours.
4. Employees covered by this Agreement may submit one (1) request in the month of March of each calendar year beginning in 2022, to cash out a portion of their PTO based on future PTO leave accruals.
  - A. The cash out will be paid in the first pay period of April in the next calendar year following the request.
  - B. The cash out will be paid at one hundred percent (100%) of the value of the leave, at the rate for the classification in which the employee is working at the time the cash out is made.
  - C. An employee may request a cash out of up to one hundred (100) hours of available PTO.
  - D. Once made, an employee cannot change their cash out request. If an employee does not have enough PTO hours to cover the full amount of the request at the time of the cash out, then a cash out will be made of all of the PTO hours the employee has.
  - E. To be eligible to request a cash out payment of PTO hours an employee must:
    1. Be in a classification that accrues PTO at the time of the request.
    2. Submit the cash out request form to the Finance Office in the month of March beginning in 2022, for receipt of the cash out in the first pay period of April of the next calendar year.
5. A maximum of two (2) weeks of PTO 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 PTO 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.
6. PTO 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.
7. An employee using PTO for illness or accident that exceeds three (3) days may be 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.
8. 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:
  - A. 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."

B. An employee may be required to provide a doctor's note if they have 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.

9. All employees shall be permitted to use PTO leave for FMLA, Paid Family Medical Leave, or Mandatory Paid Sick Leave qualified absences for themselves or to care for an eligible family member.

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

1. Effective January 1, 2015 all employees covered by this Agreement shall make no additional transfer of PTO to sick leave.
2. Any PTO that has been transferred to the employee's sick leave balance cannot be allocated back to the employee's PTO balance.
3. Any PTO 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 twenty-five percent (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 one hundred percent (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, Paid Family Medical Leave, or Mandatory Paid Sick Leave qualified absences for themselves or to care for an eligible 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 grandchildren 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. The bereavement leave provided in this Section is in addition to the bereavement leave, known as “Family Leave,” provided by Washington Paid Family Medical Leave (“PFML”).

### **Section 25.4 Leave Sharing**

1. An employee is eligible to receive donated leave under this Section if:
  - A. The employee or family member suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which prevents the employee from working for a prolonged period and has caused, or is likely to cause, the employee to:
    - i. Go on leave without pay status; or
    - ii. Terminate their Library employment;
  - B. The employee’s absence and the use of shared leave are justified;
  - C. The employee has depleted or will shortly deplete their leave reserves;
  - D. The employee has abided by rules regarding use of leave;
  - E. The employee has diligently pursued and been found ineligible for or exhausted other Library leave benefits; and
  - F. The employee is not on an unpaid suspension during the period they are 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 PTO and/or sick leave employees must have twelve (12) days/ninety-six (96) hours of leave remaining in PTO and/or 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.

## 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 pool of substitute employees (“substitutes” or “Substitute Employees”), 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 permanently fill full-time or part-time positions without applying for the position through the normal hiring process. The Library shall not hire or schedule Substitute Employees when such action would deprive a permanent employee of hours of work or job benefits, or while there are qualified bargaining unit members within the same classification who are on the recall list and who are willing to perform this work.

**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.** Substitute Employees are on-call personnel with no regularly assigned hours who cover emergency workloads and planned and unplanned absences of generally up to ten (10) consecutive workdays in duration. 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.

**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 - SAFETY

**Section 27.1** The Employer and employees 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 27.2** There shall be at least two (2) employees on duty in any building at all times during regular shifts, including scheduled public service hours.

**ARTICLE 28 - 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 29 - 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 30 - DURATION**

This Agreement shall be effective January 1, 2023, and shall continue in full force and effect through December 31, 2025.

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.

**IN WITNESS WHEREOF**, the parties have signed this Agreement this 26th day of January, 2023.

TACOMA PUBLIC LIBRARY

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

By: 

By: 

**APPENDIX A**  
**WAGES**

**A. General Wage Increases**

1. Effective the first full pay period after the Board of Trustees of the Tacoma Public Library approval of this Agreement, for those bargaining unit employees employed on that date, wage rates will be increased by two and one-half percent (2.5%), retroactive to January 1, 2023.
2. Effective January 1, 2024, those bargaining unit employees employed on that date will receive a General Wage Increase of two and three-quarters percent (2.75%).
3. Effective January 1, 2025, those bargaining unit employees employed on that date will receive a General Wage Increase of two and three quarters percent (2.75%).

If, for a specific year during the life of this Agreement, another TPL bargaining unit receives a general wage increase in excess of any of the general wage increases provided above, bargaining unit members will receive an equivalent general wage increase.

**B. Market/Compression Adjustments**

In addition to the General Wage Increases described in Section A above, effective January 1, 2023, January 1, 2024, and January 1, 2025, the following adjustments shall be applied to address market and compression factors:

<b>Market/Compression Adjustments</b>					
<b>Code</b>	<b>A</b>	<b>Job Title</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
9007		Custodian	1.00%	1.00%	2.00%
9009		Maintenance Worker	1.00%	1.00%	2.00%
9029		Library Assistant	5.00%	3.00%	7.00%
9030		Library Associate	5.00%	3.00%	7.00%
9031		Library Associate, Sr.	4.30%	3.00%	7.00%
9053		Page	5.00%	3.00%	7.00%
9058		Graphic Arts & Public Info. Specialist	5.00%	3.00%	7.00%
9063		Computer Tech, Sr.	2.00%	2.00%	4.00%
9070		Librarian	2.00%	2.00%	4.00%
9072		Librarian II	0.80%	1.00%	3.00%
9079		Collection Development Librarian	1.75%	1.00%	3.00%
9080		Digital Instructor	2.00%	2.00%	4.00%

**C. Salary Tables for Years 2023, 2024, and 2025**

The tables below include general wage increases and also any increase for market/compression adjustments, as described in Sections A. and B. above.

<b>Salary Table Effective January 1, 2023</b>							
<b>Code</b>	<b>A</b>	<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
90790		Collection Development Librarian	37.40	39.27	41.23	43.29	45.45
90630		Computer Tech, Sr.	32.96	34.61	36.34	38.16	40.07
90070		Custodian	21.25	22.31	23.43	24.60	25.83
90800		Digital Instructor	33.96	35.66	37.44	39.31	41.28
90580		Graphic Arts & Public Info Specialist	29.96	31.46	33.03	34.68	36.41
90830		Library Information Technology Intern	20.50				
90700		Librarian	33.96	35.66	37.44	39.31	41.28
90720		Librarian II	38.77	40.71	42.75	44.89	47.13
90290		Library Assistant	21.31	22.38	23.50	24.68	25.91
90300		Library Associate	25.02	26.27	27.58	28.96	30.41
90310		Library Associate, Sr	28.77	30.21	31.72	33.31	34.98
90090		Maintenance Worker	26.03	27.33	28.70	30.14	31.65
90530		Page	16.01	16.81	17.65	18.53	

<b>Salary Table Effective January 1, 2024</b>							
<b>Code</b>	<b>A</b>	<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
90790		Collection Development Librarian	38.81	40.75	42.79	44.93	47.17
90630		Computer Tech, Sr.	34.54	36.27	38.09	39.99	42.00
90070		Custodian	22.05	23.15	24.32	25.53	26.81
90800		Digital Instructor	35.59	37.37	39.24	41.20	43.26
90580		Graphic Arts & Public Info Specialist	31.71	33.29	34.96	36.70	38.53
90830		Library Information Technology Intern	21.06				
90700		Librarian	35.59	37.37	39.24	41.20	43.26
90720		Librarian II	40.23	42.25	44.36	46.59	48.91
90290		Library Assistant	22.55	23.69	24.87	26.12	27.42
90300		Library Associate	26.48	27.80	29.19	30.65	32.18
90310		Library Associate, Sr	30.45	31.97	33.57	35.25	37.02
90090		Maintenance Worker	27.01	28.36	29.78	31.28	32.85
90530		Page	16.94	17.79	18.68	19.61	

Salary Table Effective January 1, 2025							
Code	A	Job Title	1	2	3	4	5
90790		Collection Development Librarian	41.07	43.13	45.29	47.55	49.92
90630		Computer Tech, Sr.	36.91	38.76	40.70	42.73	44.88
90070		Custodian	23.11	24.26	25.49	26.76	28.10
90800		Digital Instructor	38.03	39.93	41.93	44.03	46.23
90580		Graphic Arts & Public Info Specialist	34.86	36.60	38.44	40.35	42.36
90830		Library Information Technology Intern	21.64				
90700		Librarian	38.03	39.93	41.93	44.03	46.23
90720		Librarian II	42.58	44.71	46.95	49.31	51.76
90290		Library Assistant	24.79	26.05	27.34	28.72	30.15
90300		Library Associate	29.11	30.56	32.09	33.70	35.38
90310		Library Associate, Sr	33.48	35.15	36.91	38.75	40.70
90090		Maintenance Worker	28.31	29.72	31.21	32.78	34.43
90530		Page	18.62	19.56	20.54	21.56	

**APPENDIX B**

**SENIORITY, LAYOFF RECALL CHART**

**BARGAINING JOB CLASSIFICATION GROUPS - BUMPING ORDER**

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

**INDEX TO LETTERS OF AGREEMENT AND LETTERS OF UNDERSTANDING**

<u>Description</u>	<u>Initial Date</u>
LOU - Return to Work of Certain Retired Employees Who Were Previously Senior Pages	12/15/2017
LOA - Observance of Certain Holidays	04/12/2022

**Letter of Understanding  
By and Between  
TACOMA PUBLIC LIBRARY  
And  
AFSCME LOCAL 120 TACOMA PUBLIC LIBRARY UNIT  
Effective Date: 12-15-2017**

---

**Subject: Return to Work of Certain Retired Employees Who Were Previously Senior Pages**

The Tacoma Public Library (Library) and AFSCME Local 120 Tacoma Public Library (TPL) Unit (Union) (collectively, the Parties) enter into this Letter of Understanding (LOU).

Background

In February 2015, the Parties entered into a Letter of Agreement titled "Implementation of the Senior Page Layoffs" (copy attached) (hereafter "Implementation LOA") due to the elimination of the Senior Page position at the Library. Pursuant to Paragraph No. 1 of the Implementation LOA, certain employees who had been in the Senior Page classification, were laid off and subsequently returned to work at the Library, and, as of the effective date of this LOU, were employed at the Library as Part-Time Pages. These employees are: Ronald B. Fowler, Matthew Dickson, John T. King and Ellen J. Nishimoto-Webber (hereafter "Part-Time Pages"). The Parties now wish to enter into this Agreement specifically addressing the options for these four individuals to return to work at the Library following retirement.

Agreement

The Parties agree as follows:

1. The four employees referenced in this LOU will be given the opportunity to return to the position they vacated at retirement under the following conditions:
  - a. The employee retires from the Library in good standing;
  - b. The Part-Time Page position the employee vacated is not eliminated;
  - c. The employee meets the Library's requirements for rehire; and
  - d. The employee notifies the Library's Human Resources Manager in writing within 14 calendar days of the date of their retirement that they wish to return to the Part-Time Page position from which they retired. If the employee does not provide the required notice, the Parties agree that the Library will follow its regular policy with respect to reinstating such employee.
  
2. Assuming all of the conditions in Paragraph 1 above are met, then the employee will return to work, in the position that they vacated at retirement, with the following:
  - a. The employee's rate of pay at retirement;
  - b. The employee's BIP (longevity) at retirement;
  - c. The employee's rate of leave accrual at retirement;
  - d. The employee's seniority at retirement; and
  - e. The employee will not have a probationary period when they return to work.

3. This LOU makes no representations regarding, nor does it have any effect on, the referenced employees' eligibility for, or the requirements under, any retirement plan.
4. The Parties further agree that this LOU is in accord with the Implementation LOA and the collective bargaining agreement between the Parties, and that nothing in this LOU entitles any other employee in the Local 120 TPL bargaining unit to bring a grievance alleging disparate treatment.

The Parties agree that this LOU applies to the four individuals referenced herein with regard to the date that they returned or may return to the Library.

Nothing in this LOU is intended to be used as a precedent for future contract negotiations or other similar matters.

**Original Signed By:**

**For AFSCME Local 120 TPL:**

Dylan Carlson  
Union Representative  
01/18/2018

**For the Tacoma Public Library:**

Susan Odencrantz  
Library Director  
12/15/2017

**Letter of Agreement  
By and Between  
TACOMA PUBLIC LIBRARY  
And  
AFSCME LOCAL NO. 120**

---

**Subject: Observance of Certain Holidays**

This Letter of Agreement (“LOA”) is entered into between the Tacoma Public Library (“Library”) and AFSCME Local No. 120 (“Union or Local 120”) (collectively, “the Parties”).

**Background**

The Parties have negotiated certain changes to holiday observances to add to the Library’s efficiencies.

**Agreement**

The Parties agree as follows, in accordance with past practice:

- A. In 2021, when Christmas Day falls on a Saturday, for employees who work Monday through Friday, this holiday will be observed on Monday, December 27.
- B. In 2022, when Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday:
  - i. For employees who work Tuesday through Saturday, these holidays will be observed Friday, December 23 and Saturday, December 24.
  - ii. For employees who work Monday through Friday, these holidays will be observed Friday, December 23 and Monday, December 26.
- C. In 2023, when Christmas Eve falls on a Sunday and Christmas Day falls on a Monday:
  - a. For employees who work Tuesday through Saturday, these holidays will be observed Friday, December 22 and Saturday, December 23.
  - b. For employee who work Monday through Friday, these holidays will be observed Friday, December 22 and Monday, December 25.

This LOA will be effective upon signature by both of the Parties hereto. This LOA will expire with the expiration of the successor to the 2020-2022 collective bargaining agreement.

**Original Signed By:**

**For Tacoma Public Library:**

Kate Larsen  
Library Director  
04/12/2022

**For AFSCME, Local 120 TPL:**

Zach Dugovich  
Union Representative