

2015~~08~~ through 2018~~10~~^[1]

AGREEMENT

by and between

THE SEATTLE PUBLIC LIBRARY

and

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES,
AFSCME, AFL-CIO**

Local 2083 Bargaining Units
Seattle Public Library Employees

and

Seattle Public Library Security Officers^[2]



The Seattle Public Library

PENDING UNION APPROVAL

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and
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO
Local 2083 Bargaining Units—Seattle Public Library Employees and
Seattle Public Library Security Officers³

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Local 2083 Bargaining Units
Seattle Public Library Employees
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This Agreement is between The Seattle Public Library Board (hereinafter called the Board) and the Washington State Council of County and City Employees, AFSCME Local 2083 Seattle Public Library Employees and Seattle Public Library Security Officers (hereinafter called the Union) for the purpose of setting conditions of employment of employees in the Local 2083 Bargaining Unit for whom the Board has recognized the Union as the collective bargaining representative.

For purposes of administering this Agreement, the term "Board" shall be construed as the City Librarian and/or his or her designee.

Unless otherwise specified in the applicable Supplemental Addendum to this Master Agreement, the provisions of this Master Agreement shall be applicable to all employees in the respective bargaining units covered herein.^[6]

PREAMBLE

The Board and the Union agree that providing high quality services (effective, efficient and uninterrupted) to the patrons of The Seattle Public Library, while maintaining a work environment in which all Library employees are treated with dignity and respect and are valued for their individual and team contributions, is their mutual objective. In order to achieve that objective, this Agreement sets forth fair and reasonable compensation and working conditions for the employees of The Seattle Public Library (hereinafter called the Library) achieved through the collective bargaining process.

The Board and the Union have formed a partnership in a joint effort to sustain and enhance an organizational culture grounded in a cooperative labor-management relationship. This labor-management relationship reflects the following principles:

- We promote an understanding of the problems, challenges and opportunities facing the Library, the Union, and the workforce, and will seek ways to jointly and reasonably address them.

- We recognize that the continued enhancement of an organizational culture characterized by sustained cooperative relationships is a long-term effort requiring perseverance, patience and trust.
- We promote the development of a shared vision of our collaborative relationship and will take steps to realize this vision in all levels of the Library.
- We recognize the clear connection between our collaborative relationship-building, the collective bargaining process, and our Joint Labor-Management Committee structure.
- We emphasize collaboration and deal with each other in an environment of trust.
- We seek to preserve our collaborative relationship when addressing difficult issues.

The following are characteristics of the Library's and the Union's labor-management relationship:

- We treat each other with dignity and respect.
- We listen to each other and communicate openly and candidly.
- We keep each other informed, in a timely manner, of critical issues affecting the workplace and pledge meaningful action based on that information.
- We expect that employees, supervisors and managers will work well together.
- We acknowledge our mutual obligation to help employees, supervisors and managers understand and adjust to new roles and ways of relating to one another that support our collaborative relationship.
- We support the active engagement of employees in a variety of ways, including participation on committees chartered by the City Librarian Team and other forums.
- We provide a safe place for the early and continued discussion of operational problems, plans, and ideas.
- We facilitate direct communication between labor and management leaders.
- We strive to ensure that ideas are shared and information is disseminated throughout the organization.
- We solve problems collaboratively and seek to build consensus.
- We address conflicts constructively.
- We communicate candidly and follow through on commitments we make to each other.
- We share information on issues of mutual concern, as well as reliable, substantive information on Library operations and costs.

ARTICLE 1 – WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 to collectively bargain on behalf of the organizations they represent.

ARTICLE 2 – UNION RECOGNITION

Section 1. The Board hereby recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive collective bargaining representative of all regular full-time and regular part-time employees employed within the bargaining unit defined in Appendix A of this Agreement and as certified by the Washington State Public Employment Relations Commission (PERC), excluding temporary employees.

Section 2. The following define terms used in Section 1 of this Article:

- Regular full-time employees - Those employees who are hired to work in other than a temporary status eighty (80) hours in a two-week pay period.
- Regular part-time employees - Those employees who are hired to work in other than a temporary status at least forty (40) hours, but less than eighty (80) hours in a two-week pay period.
- Temporary employees - Those employees who are newly hired to the Library for a stated length of time not to exceed twenty-four (24) months to fill a regular Library position because of a vacancy due to regular employees' leaves of absence, an extended recruitment period prior to filling the position by regular appointment, the completion of a project or a similar reason. Temporary employees may be initially hired for a period of time that exceeds twelve (12) months or may have their initial appointments extended beyond twelve months of continuous employment provided that the temporary employee's total, continuous employment shall not exceed twenty-four (24) months and provided further that such initial appointments or extensions of temporary employment beyond twelve months shall have the concurrence of the Union.

Any temporary employee shall be covered by the provisions of this Agreement that affect regular full-time or part-time employees except for provisions relating to layoff and recall and general leaves of absence whose:

- A. Assignment upon hire is for a period of twelve (12) months, or
- B. Original or subsequent assignments total a continuous working period in excess of six (6) months, if he or she meets the hours criterion.

In case of layoff, Article 23, Section 3 becomes applicable. The Library shall provide the Union with a current roster of temporary employees, including their hire dates, within fifteen (15) calendar days of receipt of a written request from the Union.

Temporary employees covered in A, above shall, within thirty (30) days following the date of employment, be required as a condition of employment to become a member of the Union consistent with Article 4, Section 3. Such temporary employees shall be eligible to receive health care benefits as provided for in Article 17 according to the same provisions as for regular employees.

The hours criterion for temporary employees in B, above shall be defined as working forty (40) hours or more in each of thirteen (13) consecutive pay periods. Eligible temporary employees:

- A. Who meet the hours criterion shall be eligible to receive three (3) months of the health care benefits as provided for in Article 17 and shall continue to receive health care benefits in three (3) month increments for as long as they continue to meet the hours criterion.
- B. Shall accrue and be eligible to use benefits provided for in Articles 12, 13 and 14 according to the same provisions as for regular employees.

- C. Who are subsequently appointed to a regular position without a break in service shall be eligible to accrue and use the benefits provided for in Articles 12, 13 and 14 as if the employee were regular at the time of initial hire.
- D. Who are appointed to a regular position without a break in service shall be in probationary status for one year in accordance with Article 8, commencing with the date of appointment to the regular position.

~~Regular employees who accept temporary out-of-class positions shall have all rights and privileges of regular employees, including seniority for layoff in their regular classification if they have not forfeited rights to return to their regular appointment at the conclusion of their temporary assignment. If the duration of the temporary assignment is one year or less, or two years if the appointment has been extended beyond the initial one year, the employee will be returned to his or her former position if it still exists. If it does not exist, the employee will be returned to his or her former classification. [7]~~

ARTICLE 3 - GENERAL CONDITIONS

Employees shall be treated in a fair and equitable manner. Rules, standards, regulations and policies affecting bargaining unit employees will be uniformly applied considering all relevant circumstances.

ARTICLE 4 - UNION SECURITY

Section 1. The Board agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to represent fairly all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor organization or other employee organizations.

Section 2. Subject to the provisions of the following paragraphs, it shall be a condition of employment that all employees of the Library covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing during the term of this Agreement.

Section 3. Each employee within the bargaining unit whose most recent date of employment with the Library commences on or after September 1, 1974, shall, within thirty (30) days following the date of employment, be required as a condition of employment to become a member in good standing in the Union.

Section 4. If an employee, for the reason of bona fide religious tenets, as per R.C.W. 41.56.122(1), does not desire to be a member of the Union, one of the following shall apply:

- A. The employee shall pay each month a service charge equivalent to regular union dues to the Union.
- B. The employee shall pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the Library.

Failure by an employee to abide by the above provisions shall constitute cause for discharge of said employee, provided that when an employee fails to fulfill the above obligation the Union shall provide the employee and the Library with thirty (30) days' notification of the Union's intent to request the Library to initiate discharge action and during this period the employee may make restitution to the Union of the overdue amount.

Section 5. The above Union security requirements shall be satisfied when the employee pays the required amount equivalent to the regular monthly dues uniformly required by the Union of its members in Library employment.

Section 6. Deduction of Union Dues. Upon receipt of written authorization of the employee, the Employer shall deduct dues uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The employee shall submit such written authorization to Payroll. The deduction of dues shall be reflected on the employee's paycheck. The Employer shall discharge any employee who is not in good standing in conformity with this Section, upon written notice by the Union, through its authorized representative. The Union agrees to indemnify and save harmless the Library from any and all liability arising from this Article.

Section 7. P.E.O.P.L.E. Checkoff. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, payable to AFSCME P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will not be obligated to deduct from the wages of any such employees unless a threshold of twenty-five (25) employees is met and maintained.

ARTICLE 5 - RIGHTS OF MANAGEMENT

Section 1. The rights to hire, promote, transfer, improve efficiency, and determine work schedules and work locations are examples of management prerogatives. It is also understood that the Board retains its right to manage and operate the Library except as may be limited by an express provision of this Agreement.

Section 2. The Union recognizes the Board's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. In establishing new and/or revising existing performance standards, the Library shall meet prior to implementation with the Joint Labor-Management Committee to jointly discuss such performance standards. The Library also agrees that performance standards shall be reasonable.

Section 3. Rights of management are not subject to the grievance procedure.

Section 4. The parties hereby recognize the Board's right to determine the methods, processes and means of providing Library service, the rights to increase, diminish or change Library equipment, including the introduction of any and all new, improved or automated methods or

equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercising such rights nothing contained herein shall modify or change any provision of this Agreement without the written concurrence of the Union and the Library; and provided, further, that in exercising such rights, the Library recognizes its duty to engage in effects bargaining pursuant to RCW 41.56.

Section 5. The Union recognizes the right of the Library to continue those contracts and/or practices currently in effect.

In regard to future contracting out of work, the Library will make every effort to utilize its employees to perform all work, but the Library reserves the right to contract out work under the following guidelines: (1) required expertise is not available within the Library work force, or (2) the contract will result in cost savings to the Library, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the City Librarian, and his or her determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the City Librarian to contract out work under this provision, the Union shall be notified by placing the proposed contract as an informational item on the Joint Labor Management Committee/Union-Management Leadership meeting agenda. The City Librarian shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement, ~~and if that contract is the cause of the layoff of employees covered by this Agreement.~~^[8]

Section 6. As part of its public responsibility and in support of public engagement programs, The Seattle Public Library may participate in or establish public employment or volunteer programs to provide opportunities and/or training for and/or service to the City by various segments of its citizenry. Such programs may include youth or adult training programs, vocational rehabilitation programs, work study and student intern programs, community service programs, and other programs with similar purposes. Some example of such programs already in effect include: Adult Tutors, Community Day of Giving Programs, Assisting with Computer Instruction, and Homework Help.

The Library shall have right to implement new public employment or volunteer programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work, the Library shall give at least thirty (30) days' advance written notice to the Union of such and, upon receipt of a written request from the Union thereafter, shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment or volunteer program that involves the performance of bargaining unit work within The Seattle Public Library, beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted position covered by this Agreement.

The Union recognizes the right of the Library to utilize volunteers. The Library and the Union will continue to collaborate on the development and deployment of volunteer roles and may jointly

evaluate new or existing volunteer roles and their impact upon the work of bargaining unit employees.[9]

ARTICLE 6 - DISCIPLINE

Section 1. The Library retains the right to discipline, suspend, demote or dismiss employees for just cause.

Section 2. The Library agrees to the following principles of progressive discipline, which generally include the following steps:

- A. Verbal warning, which shall be reduced to writing.
- B. Written reprimand.
- C. Suspension or demotion.
- D. Dismissal.

Coaching, counseling and corrective action are deemed to be means of communicating and addressing performance deficiencies or behavioral problems to an employee and are not grievable.

Disciplinary action will be tailored to the nature and severity of the offense. The Library maintains the right to take disciplinary action as it deems appropriate, which may include advancing to an appropriate step in the progressive discipline process to address severe disciplinary issues.

Section 3. Job abandonment. Job abandonment shall mean voluntary separation from an employee's job with no notice, same-day notice, or failure to appear for work for three (3) consecutive scheduled work days without proper authorization.

Job abandonment shall be treated as a major disciplinary offense. The City Librarian or designee shall provide an employee who abandons his or her job with written notice, via personal delivery or certified mail to the employee's address as shown in personnel records, that he or she shall be discharged from Library employment. The employee shall be given five (5) business days to schedule a pre-disciplinary hearing with the City Librarian or designee to provide mitigating information.

Failure by the employee to respond to such notice shall result in discharge effective the employee's last actual working day.

Following a pre-disciplinary hearing, the City Librarian or designee may discharge the employee or take other such action as he or she deems appropriate. [10]

ARTICLE 7 – EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES

Section 1. The Library and the Union shall not unlawfully discriminate against any employee by reason of race, color, religion, creed, national origin, ancestry/genetic information, gender, sexual orientation, gender identity, marital status, political ideology, military or veteran status, physical,

sensory or mental disability, or age. Further, the Library and the Union agree that this Agreement will be administered in a non-discriminatory manner, considering all relevant circumstances.

Disputes involving this Section of this Article may be processed through an appropriate agency and/or the third step of the grievance procedure, but shall not be subject for arbitration; provided, however, use of the grievance procedure may precede the initiation of any other official action involving such a dispute.

Section 2. No employee shall be discriminated against for exercising the employee's rights as a union member or non-member.

Section 3. Words denoting gender in this Agreement are intended to apply equally to ~~either sex-all people.~~^[11]

Section 4. The ~~Union Staff Representative of the Union~~ may, after notifying the Library Human Resources Director, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or alleged grievances. Such representative shall limit his or her activities during such investigations to matters relating to this Agreement. ~~Library work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs other than as stated in this Agreement.~~^[12]

Section 5. The Union shall have the right to appoint Stewards under the terms of this Agreement. In turn, the Union shall notify in writing the Library Human Resources Director within ten (10) days of the appointment of a Shop Steward. The Library will recognize only Shop Stewards for whom the Library has received written notice of appointment. The Union shall maintain on each bulletin board a current official list of Shop Stewards and officers. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such, but shall function as the Union's representatives on the job. Their duties include, but are not limited to, informing the Union of any alleged violations of this Agreement and the processing of grievances relating thereto. The Library will allow the Steward reasonable time to process contract grievances during regular working hours, but it is understood that all other Steward activities are to be conducted on the Steward's own time (before or after work, or during rest or lunch breaks). When a Steward is processing a grievance, arrangements must be made with his or her supervisor for time away from the job. The Steward must also make arrangements with any employee's supervisor if the investigation is taking time away from the grievant employee's work. ~~Library work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs other than as stated in this Agreement.~~^[13]

Section 6. When an employee is required by the Library to attend an interview conducted by the Library for purposes of investigating an incident that may lead to discipline or discharge of that employee because of that particular incident, the employee shall have the right to request that he or she be accompanied at the investigatory interview by a representative of the Union. The Library representative conducting the interview shall advise the employee of the purpose of the meeting. If the employee makes such a request, the request shall be made to the Library representative conducting the investigatory interview. The Library, when faced with such a request, shall grant the employee's request. In construing this Section, it is understood that:

- A. The Library is not required to conduct an investigatory interview before disciplining or discharging an employee.

- B. The Library does not have to grant an employee's request for Union representation when the meeting between the Library and the employee is not investigatory, but is solely for the purposes of informing an employee of a disciplinary or discharge decision that the Library has already made relative to that employee.
- C. The employee must make immediate arrangements for Union representation when the request for representation is granted.
- D. The Library can cancel a scheduled interview at any time after notifying the parties to the interview.

Section 7. The Library and Union recognize it is in their mutual interest that issues that arise concerning administration of this labor Agreement should be resolved as expeditiously as possible and that the Local Union President and the Executive Vice President of the local Union that is a party to this Agreement may occasionally meet with representatives of management for the purpose of resolving those issues. Subject to the approval of and arrangements made with his or her respective department supervisor, the Local Union President and Executive Vice President shall be allowed to perform such duties on paid time. Reasonable efforts should be made by the department supervisor or scheduler to provide additional staff to cover the absences of the Local Union President and Executive Vice President while attending such meetings. Both the Library and the Union will use reasonable judgment in the application of this Section.

Section 8. The Union shall be provided space on existing staff bulletin boards, [Library intranet](#) or on Union bulletin boards for posting:

- A. [Union bulletins regarding scheduled business and social meetings.](#)
- B. [Information concerning Union elections or the results thereof.](#)
- C. [Reports of official business of the Union on its letterhead including reports of committees of the Executive Board and correspondence addressed to the Union, excluding materials that are political or religious in nature.](#)

[In addition, the Union may use in-house mailing service to designated Shop Stewards for purposes other than general membership mailing and the Union may distribute to Union members via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on \[the intranet or a staff or Union bulletin board.\]\(#\)](#)

[A copy of all Library materials and bulletins posted Library-wide affecting hours, wages, or working conditions shall be sent to the Local Union President. In turn, a copy of all Union materials and bulletins that are to be posted Library-wide \[via bulletin boards or the intranet\]\(#\) shall be sent to the Library Human Resources Director \[prior to posting.\]\(#\) \[14\]](#)

Section 9. The Union may hold Executive Board and membership meetings in a Library public meeting room when available, subject to the Library's general meeting room regulations, during Library open hours.

During Library closed hours, the Union may hold Executive Board or general membership meetings in the auditorium or meeting rooms of the Central or Branch Libraries under the following conditions:

- A. Attendance is limited to Library employees, their families, officials of the Washington State Council of County and City Employees, and meeting speakers or program participants.
- B. An application for use of facilities will be completed for each meeting and submitted to the applicable division at least one week prior to the meeting.
- C. A Union representative will be designated as the responsible party on the application and will be present at the meeting.
- D. A Union representative, instructed in the operation of the applicable security system as part of his or her job, must be present at the meeting to ensure that appropriate security measures are taken.
- E. Access to the Library will be limited to the entry area, the meeting room, adjacent restrooms, and the most direct route between these points.
- F. The responsible Union representative will ensure that meeting participants are checked in and out of the building, that all opening and closing routines are completed, and that facilities are left in the same condition as they were found.
- G. Applicable sections of current meeting room policies and guidelines and subsequent revisions are to be followed.

Section 10. The Library agrees that, during working hours, up to six (6) Union officers and/or designated employee representatives of the Union shall be allowed to attend negotiation sessions with City and/or Library representatives, resulting in a labor agreement, to a maximum aggregate of one hundred fifty (150) hours of paid time, including any associated overtime hours.

Section 11. Official Union representatives, as designated by the Union, may be allowed time off work without pay, at the Library's sole discretion, to attend conferences and conventions of the Washington State Council of County and City Employees and/or the American Federation of State, County and Municipal Employees (AFL-CIO), as designated by the Union. If granted, the time off work shall not exceed five (5) days for a single function and no more than a total of fifteen (15) working days in any one calendar year for the bargaining unit covered by this Agreement. At the employee's option, vacation leave may be granted in lieu of time off without pay, with reasonable notice and the applicable Director's approval.

ARTICLE 8 – NEW EMPLOYEES, PROBATION AND CHANGES IN STATUS

Section 1. All new employees will have-serve a 12-month probationary period status for one year ("initial probation") within the organization. If an employee satisfactorily completes the regular probationary period, the employee will be considered a regular employee. While a new employee is in probationary status, the separation of that employee shall not be subject to the grievance procedure.

An employee who is promoted to a higher-paying classification must satisfactorily complete a six-month probation ("trial service") period before regular status is granted. This "trial service" probationary period may be extended up to a maximum of six (6) additional months by mutual agreement of the Library and the Union. In the event regular status is not granted, or at the employee's request, a promoted trial service probationary employee ~~may~~ will be returned to an available position in the employee's previous classification with at least as many hours as they previously held. If no such position is immediately available, the employee will have call-back rights to an existing and regular position in their former classification, consistent with Article 23, Section 13.-

Staff who promote prior to completing their 12-month initial probation period will serve their initial and trial service probationary periods concurrently but are still required to complete the totality of their initial 12-month probationary period.[15]

Section 2. An employee hired after the signing of this Agreement shall upon hire be provided with a written statement enumerating the employee's classification, rate of pay, approximate duration of employment (if position is temporary) and number of hours scheduled to work per week or pay period if part-time. Such information shall relate to the conditions of employment at the time of employment and shall in no way obligate the Library to maintain such conditions for any period of time. A copy of this statement shall be retained in the employee's personnel file.

If there are to be changes in any of the above for more than one pay period on an individual basis, the employee shall receive written notice of such changes. It is understood that this provision shall in no way abrogate the rights of any employee in a bargaining unit as far as those rights are specified in this Agreement.

Section 3. Employees shall receive written notification of any permanent or temporary changes in the number of hours assigned to their regular appointments, with a copy to the employee's personnel file. Such notification shall indicate beginning and ending dates of said change and whether the change is temporary or permanent.

Section 4. On or before the date of employment within the bargaining unit the Library shall, on a standard written form:

- A. Inform each individual so employed of his or her inclusion within the bargaining unit.
- B. Notify the Union in writing of the following information within fifteen (15) calendar days: name, address, job classification, job location, and date of inception into the bargaining unit.

In addition, the Library shall provide the Union with an opportunity to participate in the Human Resources Department's new-hire orientation of new bargaining unit employees to present a packet of Union information. The Union presentation shall not exceed fifteen (15) [16] minutes. The Union is responsible for the development and distribution of the Union information packet and is solely responsible for its contents.

Section 5. The Library will notify the Union of any changes in appointment or hours affecting bargaining unit members, showing name, job classification, hours, and location on a monthly basis. Such notification shall be sent to the Local Union President.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement the term "grievance" means any dispute between the Library and the Union, or any employee covered by this Agreement, concerning the interpretation, application, claim of breach or violation of the express terms contained in the Articles and Appendixes of this Agreement.

Section 2. In accordance with the intent of the Labor-Management Partnership Agreement between the Library and the Union, every effort will be made to resolve a dispute between an employee and the Library at the lowest possible level of supervision prior to the filing of a grievance.

Section 3. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance; provided, however, that under no circumstances shall employees interfere with orders of or directions from the Library, except where an obvious safety hazard exists.

Section 4. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing, with copies to the Union and the Library Human Resources Director.

Failure by an employee or the Union to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Library to comply with any time limitations of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the Library's reply at the previous step.

Section 5. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the Library, including the procedure for appeals thereof. This clause shall not, however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit.

Section 6. A grievance shall be processed in accordance with the following procedure and, whenever the Library is required to notify or to reply to the Union in writing, one copy of the notification or the reply will be sent both to the Local Union President and to the Washington State Council of County and City Employees.

At any time after Step 1 of the grievance procedure, the aggrieved employee, the Union or the Library may request mediation utilizing the process outlined in Section B, below.

A. Grievance Procedure

Step 1. A grievance shall be presented in writing by the aggrieved party and the Union Representative to the employee's immediate supervisor within fifteen (15) calendar days of the occurrence of the alleged contract violation or within fifteen (15) calendar days from the date the aggrieved party could reasonably have become aware of the information giving rise to the grievance. The grievance shall define (a) the nature of the dispute, (b) the collective bargaining agreement section(s) violated, and (c) the remedy sought. The immediate supervisor shall consult with his or her next-level supervisor outside the bargaining unit prior to

answering the grievance. The immediate supervisor shall give a written answer to the grievance to the employee and the Union Representative within fifteen (15) calendar days after being notified of the grievance; provided, however, that if the immediate supervisor is a subject of the grievance, the grievance may be filed at Step 2 of the grievance procedure.

Step 2. If the grievance is not resolved as provided in Step 1, the Union Representative or his or her designee and/or aggrieved employee shall then forward the written grievance to the appropriate Director with a copy to the Library Human Resources Director, City Librarian and City Director of Labor Relations within fifteen (15) calendar days after the Step 1 answer. The appropriate Director shall convene a meeting, which shall include himself or herself, the aggrieved employee, and the Union Representative(s) within fifteen (15) calendar days after receipt of the grievance. The Library Human Resources Director and City Director of Labor Relations or his or her designee may attend said meeting. The applicable Director shall consult with the Library Human Resources Director and City Librarian prior to issuing a Step 2 written response. Within fifteen (15) calendar days after the meeting a written reply shall be sent to the Union.

Step 3. If the grievance is not resolved as provided in Step 2 above, it shall be forwarded within fifteen (15) calendar days after receipt of the Step 2 answer or, if the grievance was initially submitted at Step 3, within fifteen (15) calendar days after the alleged contract violation or within fifteen (15) calendar days from the date the aggrieved party could reasonably have become aware of the information giving rise to the grievance. The grievance shall be submitted by the Union Staff Representative or his or her designee and/or the aggrieved employee to the City Director of Labor Relations with copies to the Library Human Resources Director and the City Librarian. The City Director of Labor Relations or his or her designee shall investigate the grievance and, if deemed appropriate by either party signatory to this Agreement, shall convene a meeting between the appropriate parties within fifteen (15) calendar days after receipt of the grievance. The Library Human Resources Director may attend said meeting. The City Director of Labor Relations shall thereafter make a confidential recommendation to the Library Human Resources Director and City Librarian or designee. The City Librarian or designee shall give the Union an answer in writing within fifteen (15) calendar days after the meeting between the parties with copies to the City Director of Labor Relations and the Library Human Resources Director.

~~Step 4. At any time after Step 1 of the grievance process, either the aggrieved employee, the Union or the Library may request grievance mediation utilizing the following steps.~~

A. ~~After a party, in a timely manner, has moved the grievance to the next appropriate step, a written request for voluntary mediation assistance is submitted to the Alternative Dispute Resolution (ADR) Coordinator, with copies to the Union Staff Representative, the City Director of Labor Relations, the Library Human Resources Director and the City Librarian. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within twenty (20) calendar days from the receipt of the request for voluntary mediation assistance, the ADR Coordinator or his or her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator. The mediator will serve as an impartial third party who will~~

~~encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative, the Library Human Resources Director, the City Librarian or his or her designee, and the City Director of Labor Relations or his or her designee may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties.~~

~~B. The mediator may request to meet separately with either party.~~

~~C. The mediator will not have the authority to compel a resolution of the grievance.~~

~~D. The presentation of facts and considerations shall not be limited to those presented at previous steps in the grievance process. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. There shall be no transcript or formal record of the mediation conference, except the Agreement to Mediate and Mediation Agreement, if entered into as a result of mediation.~~

~~E. Written material presented to the mediator shall be returned to the party presenting the material at the termination of the conference.~~

~~F. If the parties agree to settle the matter, the mediator will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the Library Human Resources Director, the City Librarian, the Union and the City Director of Labor Relations. The parties shall provide the relevant terms of the settlement agreement to the appropriate officials who need to assist in implementing the agreement.~~

~~G. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement, or to create a precedent regarding the interpretation of the collective bargaining agreement, or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.~~

~~H. If the grievance is not settled within fifteen (15) calendar days of the initial mediation conference date, the Library Human Resources Director, City Librarian, the Union and the City Director of Labor Relations shall be so informed by the ADR Coordinator.~~

~~I. Any fees and expenses of the mediator(s) shall be shared equally by the parties.~~

~~J. If no resolution of the grievance is achieved at the conclusion of the mediation conference(s), the grievance would proceed at the next appropriate step of the grievance procedure within fifteen calendar (15) days following the conference(s).~~

~~K. In the event that a grievance that has been mediated is appealed to arbitration, the mediator may not serve as an arbitrator, nor may the mediator be placed on a panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time at the mediation conference may be used in arbitration.~~

Step 45. If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may mutually agree on the selection of an arbitrator or they may refer the grievance to the Washington State Public Employment Relations Commission which shall, in turn, supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt, the dispute shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration shall be made within thirty (30) calendar days after the decision in Step 3, and will be accompanied with the following information: (a) the nature of the dispute, (b) the collective bargaining agreement section(s) violated, and (c) the remedy sought.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b. The decision of the arbitrator shall be final, conclusive and binding upon the Library, the Union and the employee involved.
- c. The cost of the arbitrator shall be borne equally by the Library and the Union, and each party shall bear the cost of presenting its own case.
- d. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.
- e. Any arbitration proceeding held pursuant to this provision shall be conducted in accordance with the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- f. In view of the fact that neither party to this Agreement could at the time of negotiations find an arbitration statute encompassing subpoena power that would be applicable to arbitration cases under this Article, the parties hereby agree that in the absence of any pertinent statutory subpoena power an arbitrator selected in accordance with Article 9, Section 6, of this Agreement shall have the same power of subpoena as described for arbitrators under RCW 7.04.110 relative to the parties covered by this Agreement and grievances subject to Article 9, Section 6, of this Agreement.
- g. Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the

grievance is based, that date being fifteen (15) calendar days or less prior to the initial filing of the grievance unless the circumstances of the grievance could not have been recognized by the grievant.

B. Grievance Mediation Procedure

Step 4.—At any time after Step 1 of the grievance process, either the aggrieved employee, the Union or the Library may request grievance mediation utilizing the following steps.

- a. After a party, in a timely manner, has moved the grievance to the next appropriate step, a written request for voluntary mediation assistance is submitted to the Alternative Dispute Resolution (ADR) Coordinator, with copies to the Union Staff Representative, the City Director of Labor Relations, the Library Human Resources Director and the City Librarian. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within twenty (20) calendar days from the receipt of the request for voluntary mediation assistance, the ADR Coordinator or his or her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator. The mediator will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative, the Library Human Resources Director, the City Librarian or his or her designee, and the City Director of Labor Relations or his or her designee may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties.
- b. The mediator may request to meet separately with either party.
- c. C.—The mediator will not have the authority to compel a resolution of the grievance.
- d. D.—The presentation of facts and considerations shall not be limited to those presented at previous steps in the grievance process. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. There shall be no transcript or formal record of the mediation conference, except the Agreement to Mediate and Mediation Agreement, if entered into as a result of mediation.
- e. E.—Written material presented to the mediator shall be returned to the party presenting the material at the termination of the conference.
- f. F.—If the parties agree to settle the matter, the mediator will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the Library Human Resources Director, the City Librarian, the Union and the City Director of Labor Relations. The parties shall provide the relevant terms of the settlement agreement to the appropriate officials who need to assist in implementing the agreement.
- g. G.—The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement, or to create a precedent regarding the interpretation of the collective

bargaining agreement, or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

- h. H.—If the grievance is not settled within fifteen (15) calendar days of the initial mediation conference date, the Library Human Resources Director, City Librarian, the Union and the City Director of Labor Relations shall be so informed by the ADR Coordinator.
- i. I.—Any fees and expenses of the mediator(s) shall be shared equally by the parties.
- j. J.—If no resolution of the grievance is achieved at the conclusion of the mediation conference(s), the grievance would proceed at the next appropriate step of the grievance procedure within fifteen calendar (15) days following the conference(s).
- k. K.—In the event that a grievance that has been mediated is appealed to arbitration, the mediator may not serve as an arbitrator, nor may the mediator be placed on a panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time at the mediation conference may be used in arbitration.^[17]

Section 7. The grievance procedure noted in Article 9, Section 6 of this Agreement is subject to the following three exceptions:

- A. Grievances filed on behalf of employees who have been terminated shall be filed at Step 3.
- B. Grievances concerning promotions may be processed through Step 3 but shall not be a subject for arbitration.
- C. A grievance in the interest of three (3) or more employees in the bargaining unit who are not in the same Division may be filed at Step 3 of the grievance procedure.

ARTICLE 10 - WORK STOPPAGES

The Board and the Union agree that the public interest requires the efficient and uninterrupted performance of all Library services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause or condone any work stoppage, strike, slow down or other interference with Library functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strike, slow down or other interference with Library functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Board, including but not limited to the recovery of any financial losses suffered by the Board.

ARTICLE 11 – CLASSIFICATION, RATES OF PAY

AND OTHER COMPENSATION

Section 1. The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A, which is attached hereto and made a part of this Agreement. The classifications as contained in Appendix A of this Agreement, and the corresponding classification descriptions will not be changed by the City Librarian without fifteen (15) calendar days' advance notice to the Staff Representative and Local Union President Union, and, upon the request of either party, subsequent consultation with the Library Human Resources Director during said fifteen (15) calendar-day period. Such notification to the Union must be made in writing. The Union may likewise request a review of the classification(s) contained in Appendix A of this Agreement and the corresponding classification descriptions with fifteen (15) calendar days' advance notice to the Library Human Resources Director and subsequent consultation with him or her. [18]

Section 2. When the duties and responsibilities of a classification within the bargaining unit have changed significantly during the term of this Agreement, the Union shall be notified in advance and the effect of said change as it relates to the bargaining unit and/or salary shall be considered a proper subject for bargaining.

Section 3. The Library will inform the Union of a new classification fifteen (15) calendar days prior to posting, with the opportunity for the Union to request a meeting with the Library Human Resources Director prior to posting.

The Library will inform the Union if the vacation accrual rate for the new classification shall be in accordance with Schedule A or Schedule B as described in Article 12, Section 1.

If a newly developed classification is posted prior to the parties' agreement on bargaining unit status, the job announcement shall include a statement that this issue is unresolved. Should the Library and the Union fail to reach agreement on the issue of appropriate bargaining unit status, the dispute shall be referred to PERC for resolution.

Section 4. The salary rates for classifications set forth in Appendix A of this Agreement shall not be changed during the term of this Agreement without prior negotiations and written agreement with the Union.

Section 5. If the existing duties and responsibilities of an existing position within the bargaining unit are reclassified by the City Librarian to a higher-paying classification, the incumbent employee will retain that position and will receive the higher rate of pay when the position is officially reclassified, so long as the incumbent is qualified to assume and perform the duties of the reclassified position. The rate of pay shall be the lowest salary step that provides an increase of at least 2%, if such a step is available. Otherwise, it shall be the top step of the salary range.

If an existing position within the bargaining unit is reclassified by the City Librarian to a lower-paying classification, the incumbent will retain his or her current rate of pay so long as he or she remains in that position; provided, however, that subsequent across-the-board salary increases accruing to the bargaining unit shall not include the incumbent of a position which has been reclassified downward until such time as there is a salary step in the incumbent's classification that is higher than the incumbent's frozen pay rate. At that time, the incumbent's pay rate will change to the lowest salary step that provides an increase. The incumbent shall, thereafter, be

eligible for subsequent across-the-board salary increases applicable to the incumbent's classification.

~~Section 6. Whenever an employee is promoted or appointed to either a regular or a temporary position in a higher paid classification within the bargaining unit, the employee shall be compensated at the first pay step of the higher classification for all continuous time so worked. If his or her own regular pay is already higher, the employee shall be compensated at the lowest pay step that provides a minimum 2 percent (2%) pay increase based on their pay rate in their current or most recent regular assignment, if such a pay step is available. The subsequent salary step increases, if available, will occur on the one-year anniversary dates of the regular or temporary appointment to the higher classification until the top step is reached. At the end of an appointment to a temporary position, the employee shall return to the salary step and schedule of salary step increases in the employee's regular classification that would be in effect if the employee had been in his or her regular classification continuously and without the temporary appointment.~~^[19]

~~Section 7. Six (6) months from the date of initial hire and appointment at Step 1, the first salary step increase will occur. Subsequent salary step increases will occur annually from the date of the first salary step increase. If hired above Step 1, salary step increases will occur annually from the date of appointment. A salary step increase shall occur once only, six (6) months after the date of initial hire, and only if initially appointed to Step 1 of the salary range and shall not be applied to subsequent promotions, reclassifications or other changes of assignment. If initially hired to the Library at Step 1, a one-time salary increase will occur at six (6) months from the date of initial hire. Subsequent pay increases will occur annually from the date of the six (6) month step increase. If initially hired at Step 2 or above, or promoted after receiving a six (6) month step increase in any prior appointment at the Library, salary step increases will occur annually from the date of appointment.~~^[20]

~~Section 8. When an employee is voluntarily demoted either by management-initiated process or voluntarily to a position within a classification that has a lower pay range than that of the employee's current position, the employee shall be placed at a salary step in the lower-salaried classification that is closest to the employee's current pay rate but which represents a decrease from their current pay rate.~~^[21]

Section 9. The Library will inform the Union when it reallocates hours assigned to a regular position in an existing classification to a regular position in an existing different classification.

Section 10. Mileage Reimbursement Rate. An employee who is required by the Library to provide a personal automobile for use in Library business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.

The cents (¢) per mile mileage reimbursement rate set forth above shall be adjusted up or down to reflect the current rate.

~~Section 11. Transit Passes. Effective January 1, 2008, the City agrees to increase the current \$15/month transit pass subsidy by \$15/month for a total transit pass subsidy of \$30/month. Effective January 1, 2009, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass. The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.~~

ARTICLE 12 - ANNUAL VACATION

Section 1. Vacation Accrual. Annual vacation with pay shall be computed for all regular full-time and part-time employees at the rate shown below for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

SCHEDULE A

COLUMN 1		COLUMN 2			COLUMN 3	
<u>Accrual Rate</u>		<u>Equivalent Annual Vac For Full-Time Employees</u>			<u>Maximum Vac Balance</u>	
Hours on Regular Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours	Working Days Per Year	Hours
1-10,440	.0498	0 through 5	13	104	20	160
10,441-20,880	.0575	6 through 10	15	120	23	184
20,881-31,320	.0651	11 through 15	17	136	29	232
31,321-41,760	.0728	16 through 20	19	152	32	256
41,761-50,112	.0843	21 through 24	22	176	38	304
50,113-52,200	.0958	25	25	200	42	336
52,201-54,288	.0996	26	26	208	43	344
54,289-56,377	.1034	27	27	216	44	352
56,378-58,464	.1073	28	28	224	45	360
58,465-60,552	.1111	29	29	232	46	368
60,553+	.1149	30	30	240	47	376

SCHEDULE B

COLUMN 1		COLUMN 2			COLUMN 3	
<u>Accrual Rate</u>		<u>Equivalent Annual Vac For Full-Time Employees</u>			<u>Maximum Vac Balance</u>	
Hours. on Regular Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours	Working Days Per Year	Hours
1-20,880	.0843	0 through 10	22	176	34	272
20,881-41,760	.0958	11 through 20	25	200	39	312
41,761+	.1149	21+	30	240	47	376

The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

Employees who accrue vacation according to the rates in Schedule A include those employees in the following classifications: Assistant Manager, Audio/Visual & Media Coordinator, Audio/Video Technician and Events Assistant, Automated Materials Handling System Operator, Automated Materials Handling System Technician, Automated Materials Handling System Supervisor, Braille

~~Program Assistant, Branch Delivery Driver, Building Engineer, Building Maintenance Support Lead, Building Maintenance Worker, Coordinating Library Associate, Coordinating Library Technician, Custodial/Janitorial Support Lead, Sr., Custodian, Delivery Driver I, Delivery Driver II, Facilities Operations Assistant, Gardener, Help-Desk Analyst, Information Technology Specialist, Janitor Supervisor Lead, Janitor, Lead Gardener, Lead Page, Library Associate I, Library Associate II, Library Associate III, Library Associate IV, Library Technician I, Library Technician II, Library Technician III, Mail Clerk, Materials Distribution Services Specialist, Mobile Driver, Materials Distribution and Grounds Assistant, Page, PC and Network Technician, Program Coordinator, Public Service Technician, Security Officer, Senior Systems Analyst I, Senior Systems Analyst II, Senior Systems Analyst III, Senior Information Technology Specialist I, Senior Information Technology Specialist II, Senior PC and Network Technician, Senior Program Coordinator, and Systems Analyst, and Technology Operations Assistant.~~

Employees who accrue vacation according to the rates in Schedule B include those employees in the following classifications: Assistant Managing Librarian, ~~Branch Library Manager I, Branch Library Manager II~~, Librarian, ~~Library Resource Specialist~~, Selection Services Librarian, Senior Librarian, ~~Supervising Librarian~~ and Systems Librarian. [22]

Employees covered by this Agreement shall accrue vacation from the date of entering Library service and may accumulate vacation to the maximum number of hours shown in Section 1, Column No. 3 above; provided, however, such accrual will not be credited to the employee until the employee has completed six (6) months on regular pay status with the Library.

Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided that exceptions may be made by the applicable Director when work-related circumstances prevent an employee from using his or her accrued vacation balance.

Section 2. Vacation use. Accrued vacation may be used in quarter-hour increments.

Employees may, with Library approval, use accumulated vacation with pay after completing six (6) months on regular pay status. "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, and sick leave.

For purposes of this Article, "service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire.

Section 3. Vacation scheduling. The supervisor of each department or branch shall arrange vacation time for employees on such schedules as will least interfere with the functioning of the department or unit, but which will accommodate the desires of the employees to the greatest degree feasible.

Section 4. An employee will not be required to take his or her vacation time on days that the employee is not scheduled to work.

Section 5. Restoration of vacation leave for sick leave purposes. If an employee becomes ill and is under the care of a fully licensed health care practitioner during the employee's vacation or other approved paid leaves for four (4) days or more, such days that the employee is ill shall be charged

to sick leave. The employee is required to provide notification of such illness to his or her supervisor no later than the third day of such illness scheduled shift following return from leave. A health care practitioner's written statement verifying the illness and length of treatment must be submitted to the employee's supervisor upon return to work. However, if it is physically impossible to give the required notice by the third dayscheduled shift following return from leave, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of the reason for the delay. [23]

Section 6. Vacation payout upon separation. An employee who separates from the payroll after completing six (6) months on regular pay status shall be paid in a lump sum for any unused vacation balance at the employee's straight rate of pay. For purposes of this Article, an employee's last day worked is considered the "separation date".

Section 7. Vacation payout upon death. Upon the death of an employee who has completed six months of employment, pay shall be allowed for any unused vacation balance and shall be paid to the employee's designated beneficiary, or to the employee's estate, at the employee's straight rate of pay.

Section 8. Vacation leave use prior to unpaid leave. An employee who is absent as the result of sick leave eligible circumstances must exhaust his or her sick leave balance before requesting the use of his or her vacation balance. When an employee has exhausted his or her sick leave balance and requests further paid leave for medical reasons, the manager may approve the use of accrued vacation or other accrued leave. Employees must use all accrued applicable leave such as vacation, holiday credit and compensatory time prior to beginning an unpaid leave of absence, except for designated parental, Family or Medical Leave. An employee using vacation time during a Family Medical Leave covered absence must do so prior to being placed on unpaid leave status.

Section 9. Vacation payout upon transfer to non-vacation eligible position. Any employee who transfers after more than six (6) months on regular pay status and from a position in which he or she receives vacation benefits to a position in which he or she is not entitled to vacation benefits shall be paid in a lump sum for any unused vacation balance upon leaving or transferring from his or her regular position.

Section 10. Vacation accrual and re-scheduling following extended illness. If the Library cancels an employee's previously scheduled vacation, or if the employee is off work on extended illness verified by the employee's licensed health care practitioner, the employee's supervisor will re-schedule the employee's vacation within three (3) months and at a time mutually agreed upon between the employee and the Library. The employee will continue to accrue vacation during that period until the vacation is rescheduled, even if this results in accumulation of vacation above the employee's allowable maximum balance, provided that the maximum balance will again be in effect when the employee returns from the rescheduled vacation or at the end of the three (3) month period, whichever comes first. [24]

ARTICLE 13 - HOLIDAYS

Section 1. Library-observed holidays. The following day or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day
Presidents' Day

Martin Luther King Jr.'s Birthday
Memorial Day

Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day before Christmas Day	Christmas Day

In January of each year, the Library will designate the day to be observed by employees for each of the holidays except for floating holidays.

~~Once the eligibility threshold has been met and the use of a day in lieu of a recognized holiday is approved by and taken by an employee and the employee terminates prior to the recognized holiday, an amount equivalent to one day's pay shall be deducted from the employee's final paycheck.~~

~~Section 2. Holiday eligibility. In order for employees to qualify for holiday pay, Library employees covered by this Agreement must have been employed for a period of thirty (30) calendar days prior to the holiday and have been in paid status for any portion of their scheduled²⁵ work day before and their scheduled²⁶ work day following the Library-observed holiday.~~

~~Section 36. Library-observed holidays falling on regularly scheduled work days. Employees who are eligible for holiday benefits and who are assigned by the Library to work on any Library-observed holiday shall be paid for the holiday at their straight-time rate of pay and, in addition, they shall receive either one and one-half (1-1/2) times their straight-time rate of pay for the hours worked or one and one-half (1-1/2) times the hours worked (compensatory time) to be taken off at another date. Compensation in the form of compensatory time must be agreeable to both the employee and the Library.~~

~~Once the eligibility threshold has been met and the use of a day in lieu of a recognized holiday is approved by and taken by an employee and the employee terminates prior to the recognized holiday, an amount equivalent to one day's pay shall be deducted from the employee's final paycheck.~~

~~Section 42. When a Library-observed holiday falls on an employee's day off, an alternate paid day off to substitute for that observed holiday will be granted. Days for part-time employees shall be prorated as outlined in Section 7.~~

~~Section 54. When a Library-observed holiday falls within an employee's approved vacation, the observed holiday will be taken in lieu of the scheduled vacation day.~~

~~Section 63. Employees taking time off during the same pay period in which a holiday falls must first exhaust holiday pay, followed by accrued holiday credits prior to vacation or other applicable leaves. An employee will be required to use any holiday credit available prior to using vacation or other applicable leaves.~~

~~Section 4. When a Library-observed holiday falls within an employee's approved vacation, the observed holiday will be taken in lieu of the scheduled vacation day.~~

~~Section 5. Holiday eligibility. In order for employees to qualify for holiday pay, Library employees covered by this Agreement must have been employed for a period of thirty (30) calendar days prior to the holiday and have been in paid status for any portion of their normal work day before and their normal work day following the Library-observed holiday.~~

~~Section 6. Library-observed holidays falling on regularly scheduled work days. Employees who are eligible for holiday benefits and who are assigned by the Library to work on any Library-observed holiday shall be paid for the holiday at their straight-time rate of pay and, in addition, they shall receive either one and one-half (1 1/2) times their straight-time rate of pay for the hours worked or one and one-half (1 1/2) times the hours worked (compensatory time) to be taken off at another date. Compensation in the form of compensatory time must be agreeable to both the employee and the Library.~~^[27]

Section 7. Holiday accrual and use for part-time employees. A part-time employee covered by this Agreement shall receive holiday benefits equivalent to the percentage of hours at which the employee is appointed (i.e., a half-time employee receives fifty percent (50%) of holiday hours).

At the discretion of the employee, any difference between scheduled work hours and earned holiday hours may be addressed in the following manner:

1. The employee may take leave without pay for the difference, or
2. The employee may use accrued vacation or other applicable paid leaves for the difference, or
3. The employee may work the hours, with the approval of the scheduler, at another time within the same pay period.

Section 8. Holiday credit accrual. When the earned holiday credit results in an overage of hours, the employee may bank the extra hours as holiday credit earned or may reduce the hours in another shift within the same pay period, with the approval of the scheduler.^[28]

Section 9. Floating holidays. Floating holidays shall be scheduled per Article 12, Section 3.

Employees accruing vacation in accordance with Schedule A in Article 12, Section 1, shall receive two (2) floating holidays per calendar year. Employees accruing vacation in accordance with Schedule B in Article 12, Section 1, shall receive one floating holiday per calendar year.

Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours of regular full-time equivalent pay status on or before December 31st of the previous year shall receive additional personal holidays in each subsequent calendar year, to accrue as follows:

- A. An additional two (2) floating holidays annually for employees on Vacation Schedule A, for a total of four (4) floating holidays annually.
- B. An additional two (2) floating holidays annually to employees on Vacation Schedule B, for a total of three (3) floating holidays annually.

Floating holidays for part-time employees shall be pro-rated.

The floating holidays may be taken only after completing six (6) months of service. Floating holidays are granted per calendar year. If the floating holidays are not taken in the calendar year, they are lost.

**ARTICLE 14 - SICK LEAVE, FAMILY AND MEDICAL LEAVE, BEREAVEMENT LEAVE, JURY DUTY,
EMERGENCY LEAVE AND WORKERS' COMPENSATION**

Section 1. Sick Leave accrual and eligibility for use. A uniform plan for sick leave with pay shall be granted to eligible Library employees. Sick leave credit shall accumulate at the rate of .046 hour for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. Sick leave may be used in quarter-hour increments. New employees entering Library service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during said thirty (30) day period. However, this clause shall not be used to deny employees' rights to unpaid leave arising from pregnancy and/or maternity disability. Sick leave credit may be used for time off with pay for bona fide cases of a personal illness, incapacitating injury, medical disability, pregnancy and/or childbirth, medical and dental appointments and prescribed treatment emanating therefrom from the first day of such absence. Library management is responsible for the proper administration of the sick leave benefit, which includes, but is not limited to, verification of illnesses from a licensed health care practitioner. Abuse of sick leave shall be grounds for corrective action or discipline, up to and including suspension or dismissal.

Sick leave payout upon retirement. Upon retirement, an employee's sick leave credit accumulation can be applied in accordance with Article 18.

Sick leave payout upon death. Upon the death of an employee, either by accident or natural causes, twenty five percent (25%) of such an employee's accumulated sick leave credits shall be paid to his or her designated beneficiary.

Sick leave use for family member. Accrued sick leave credit may be used for care of an ill child as required by State and Federal law. Accrued sick leave credit may also be used for an illness, injury, or health care appointment of an employee's spouse, domestic partner, parent or grandparent or the parent, grandparent or dependent child of the employee's spouse or domestic partner in instances where the absence of the employee from work is required, or when such absence is recommended by a health care provider. "Grandparent" shall mean the birth, adoptive, foster or stepparent of an employee's parent, or the birth, adoptive, foster or stepparent of an employee's spouse or domestic partner's parent. [29]

Sick leave may also be used for care of an employee's sibling or adult child, or the sibling or adult child of an employee's spouse or domestic partner, in instances where the absence of the employee from work is required, or when such absence is recommended by a health care provider.

With the approval of the Director or designee, an employee may use accumulated sick leave for the non-medical care of the employee's newborn child or a dependent child placed with the employee or his or her spouse or domestic partner for adoption; provided that (a) sick leave under this section may be used to supplement a reduced work schedule and that the reduced work schedule must be stable and predictable, and (b) sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement and reasonable travel time to claim and return home with the child, and (c) sick leave for this purpose must begin and end by the first anniversary of the newborn child's birth or the first anniversary of the dependent child's adoption.

Use of vacation leave for sick leave purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the employee's manager.

Family and Medical Leave (FMLA). Consistent with federal and state law, an employee who has worked for the Library for at least twelve (12) consecutive months and for one thousand forty (1,040) hours during the twelve (12) consecutive months prior to the requested leave, is entitled to up to twelve (12) work weeks of Family and Medical Leave per year for any combination of the following:

- A. Parental leave to care for a newborn or newly placed adopted or foster child;
- B. Personal medical leave due to the employee's own serious medical condition that requires the employee's absence from work;
- C. Family medical leave to care for a family member who suffers from a serious medical condition that requires care or supervision by the employee.

A "Family Member" for purposes of Family and Medical Leave includes all of the following: the employee's spouse or domestic partner (as defined in Article 27), the employee's child, the child of the employee's domestic partner, the parent of the employee/spouse/domestic partner.

The twelve (12) week Family and Medical Leave entitlement is available to employees each rolling calendar year, provided that the eligibility requirements listed above are met.

During an approved Family and Medical Leave absence, the Library will continue the employee's existing employer-paid health insurance benefits.

Approved Family and Medical Leave may be taken immediately or as part of a reduced work schedule when medically necessary.

Family Leave (Washington Family Care Act). Employees may also be eligible for family leave, as defined by the Washington Family Care Act.

Section 2. Bereavement Leave. One (1) day off with pay shall be granted for bereavement purposes to an employee in the event of the death of a relative or family member, including domestic partner (see Article 27 for definition of a domestic partner). For funeral or bereavement requiring total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed.

Additional days for bereavement leave may be authorized by the applicable manager not to exceed an additional three (3) days chargeable to the employee's sick leave. In extenuating circumstances, an employee may be granted an additional two (2) days, and may use accrued vacation leave instead of sick leave for these two (2) additional days at the employee's discretion. In cases of a death in the family where no applicable leave benefit exists, the employee may be granted leave without pay.

Section 3. Jury Duty. An employee covered by this Agreement shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be remitted to the Library for such period; provided that an employee excused by the court on any day of such duty falling within his or her normal work schedule shall notify his or her supervisor and, if so directed, report for work for the balance of his or her normal shift.

Section 4. Emergency Leave. Eight (8) hours of emergency leave per agreement year without loss of pay may be taken with approval of the employee's supervisor when it is necessary that the

employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates unexpected and immediate action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The eight (8) hours of emergency leave may be used in two (2) separate instances, but no more than eight (8) hours shall be allowed per instance. In the event an unforeseen occurrence requires additional time beyond eight (8) hours, the employee may request the use of accrued vacation leave.

Section 5. On-the-Job Injury or Illness. The Library agrees to contract with the City of Seattle's Personnel Department to administer the Workers' Compensation Program.

- A. Any employee who is disabled in the discharge of his or her duties, and if such disablement results in absence from his or her regular duties, shall be compensated, except as otherwise hereinafter provided, ~~in the up to a maximum [30]~~ amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to his or her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his or her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Workers' Compensation or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for those three (3) days at the eighty percent (80%) compensation rate described in Section 5(a).
- C. Such compensation shall be authorized by the City Personnel Director or his or her designee with the advice of the City Librarian on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code (SMC) 4.44, as now or hereinafter amended.
- D. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 5(b). Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 5(b).
- E. Any employee eligible for the benefits provided by City Ordinance Number 104878 whose disability prevents him or her from performing his or her regular duties but who, in the judgment of his or her licensed health care practitioner, could perform duties of a less strenuous nature, shall be employed at his or her normal rate of pay in such other duties

as the City Librarian or designee shall direct, with the approval of such employee's licensed health care practitioner until a closure is requested of such employee's claim pursuant to Seattle Municipal Code (SMC) 4.44, as now or hereinafter amended.

- F. Sick leave shall not be used for any disability herein described except as allowed in Section 5(b).
- G. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Compensation and Medical Aid.
- H. Appeals of any denials under this Article of benefits that are mandated by the Washington State Department of Labor and Industries shall be made through the Department of Labor and Industries as prescribed in Revised Code of Washington (RCW), Title 51.
- I. In this Article, terms such as "normal rate of pay" and "regular pay" and "hourly rate of pay" are determined by the compensation received by an employee as determined by the employee's hourly rate of pay in his or her regularly appointed classification with reference to the number of hours per pay period to which the employee is regularly appointed and scheduled to work, and shall not be determined by reference to compensation received from work for unscheduled extra or temporary or similar hours worked in the employee's regular classification beyond those to which the employee is regularly appointed.

ARTICLE 15 - GENERAL LEAVES OF ABSENCE

Section 1. Leaves of absence without pay may be granted at the discretion of the Board and the City Librarian or his or her designee for reasons including, but not limited to, the following: physical or mental illness, infant care, prolonged illness in the employee's immediate family, continuing education, service in an exchange or other Library position for a limited term, teaching or position as a Library consultant. Leave of absence without pay may also be granted for serving in any elected position and for travel. Seniority accrual shall continue during general leaves of absence for a period of time not to exceed two (2) years from the date a leave of absence without pay was granted.

Applications for medical leaves of absence must be accompanied by a licensed health care practitioner's statement indicating the reason necessitating such a leave and the approximate duration if known. An employee who is ready to return from a medical leave of absence must also submit to the Library Human Resources Director a licensed health care practitioner's statement that he or she is physically and/or mentally able to resume his or her normal duties.

Section 2. ~~In cases of leaves of absence of three (3) months or less, an employee will return to the position held prior to the leave. If the position no longer exists, the employee shall be returned to his or her previous classification. Employees wishing to return to their previous position must request so in writing at the time the leave of absence request form is submitted. Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year, but extendible for an additional year for good cause as approved by the City Librarian or his or her designee.~~

- In cases of leaves of absence of three (3) months or less, an employee will return to the position held prior to the leave.

- In cases of leaves of absence of more than three (3) months, at the discretion of the City Librarian or designee the employee may be returned to the position held prior to the leave, or will have return rights to his or her same position or a different but comparable position, per Section 4 below, at the expiration of said leave of absence.

~~Section 3. Applications for a leave of absence without pay, or an extension thereof, must be made in writing to the supervisor who will forward it for review to the applicable Director, Library Human Resources Director, and City Librarian or designee. The granting of such a leave of absence, and extension thereof, or the refusal of such a leave and reasons therefor, will be in writing from the City Librarian or designee. If granted, the City Librarian's or designee's response shall specify the length of the leave of absence and, if more than three (3) months' duration, whether or not the employee will have return rights to his or her same position or a different but comparable position, per Section 6 below, at the expiration of said leave of absence. When an employee has been granted a leave of absence with right to return to their previous position, and the employee has notified the Library Human Resources Director of their intent to return to work thirty (30) days in advance of the end of leave, upon conclusion of the leave the employee will be returned to the position held prior to leave. If the position no longer exists, the employee shall be returned to their previous classification in a position with at least as many hours as the employee previously held. If no such position is immediately available, the employee shall be considered laid off and will have call back rights to an existing and regular position in their former classification, consistent with Article 23, Section 13. Employees who are laid off while on leave may be placed in an alternative position immediately, but will not be expected to return to work until the conclusion of their approved leave. Employees wishing to return to their previous position must request so in writing at the time the leave of absence request form is submitted.~~

~~Section 4. Leave of absence without pay may be granted for reasonable periods not to exceed one (1) year, but extendible to two (2) years for good cause as approved by the City Librarian or his or her designee. When an employee has been granted a leave of absence without right of return to their previous position, and the employee has notified the Library Human Resources Director of their intent to return to work thirty (30) days in advance of the end of leave, the employee shall be returned to their previous classification in a position with at least as many hours as the employee previously held. If no such position is immediately available, the employee will have call-back rights to an existing and regular position in their former classification, consistent with Article 23, Section 13.~~

~~Section 5. Applications for a leave of absence without pay, or an extension thereof, must be made in writing to the supervisor who will forward it for review to the applicable Director, Library Human Resources Director, and City Librarian or designee. The granting of such a leave of absence, and extension thereof, or the refusal of such a leave and reasons therefor, will be in writing from the City Librarian or designee. If granted, the City Librarian's or designee's response shall specify the approved length of the leave of absence and, if a leave of more than three (3) months' duration is approved, the response shall designate whether or not the employee will have return rights to his or her same position or a different but comparable position, per Section 26 above below, at the expiration of said leave of absence.~~^[31]

~~Section 6. Employees on leave without pay shall be granted the opportunity to maintain retirement and death benefits as well as medical and dental plans pursuant to rules and regulations regarding such continuation in effect at that time.~~

~~Section 6. In leaves of absence of more than three (3) months, an employee who is scheduled to return from a leave without pay, and who has so notified the Library Human Resources Director of such thirty (30) days in advance, shall be returned to his or her former position, if open.~~

~~If the employee's former position is not available, the employee shall be notified of the first available position for which the individual is qualified in the employee's regular classification that is at least at the same hours as the employee's former position. However, the process to determine qualifications shall not unnecessarily delay an employee's return to work. Such employee will be retained on a recall list for two (2) years, but if the on-leave employee is not returned to employment within the two (2) year period, the employee loses his or her return rights.~~

~~Such notice shall be sent by certified mail by the Library to the employee's last known address, with a copy to the Local Union President. If the employee fails to report for work or otherwise respond to the Library Human Resources Director within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights. The refusal of three (3) job offers by the on-leave employee will result in the forfeiture of all return rights.~~

~~If no opening in the employee's classification is available when the employee is scheduled to return, the employee may be offered and may accept an assignment to a temporary position for which they are qualified, including positions in other classifications, provided that they shall remain on the recall list for positions in their original classification. That assignment to the temporary position will not add to the maximum time on the recall list.~~

~~If no opening in the employee's classification is available when the employee is scheduled to return, the employee may be offered and may accept a regular position in a lower paying classification. Such an offer and acceptance by the employee shall fulfill the Library's obligation to reemploy the employee.~~

~~In a reduction in force situation, the employee on leave without pay who is scheduled to return shall be included on the recall list according to seniority as provided for in Article 23 of this Agreement.~~

~~Section 7. An available position within the bargaining unit ~~need shall~~ not be posted as long as there is an individual on leave of absence who is automatically eligible for the position and who has properly notified the Library Human Resources Director of his or her availability for reemployment.^[32]~~

~~Section 8. An employee who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and who is on unpaid military leave of absence shall be eligible to receive the difference between his or her base military wage and the regular base rate of pay, excluding overtime, he or she would have received for his or her Library position, if higher.~~

ARTICLE 16- PARENTAL LEAVE

~~For purposes of this Article, references to an employee refer to either gender all people. For clarification purposes, this Article does not address policy or procedure on maternity disability~~

before and/or after birth. This Article describes leave only for purposes of caring for a child in the circumstances described below. [33]

Parental Leave - Paid and unpaid leave, as described below, to be taken for reasons of care for a newborn child, adoption or foster placement of a child under the age of eighteen (18), or care of a terminally ill child under the age of eighteen (18). [34]

Sick Leave - Accrued paid leave taken by an employee under provisions of Article 14.

Parent - Parent means a biological, ~~or~~ adoptive, or foster parent or, stepparent or a domestic partner who is a parent and recognized by the employee on an Affidavit of Marriage/Domestic Partnership. [35]

Section 1. All employees can request parental leave consistent with state and federal laws, as outlined in Article 14 and the Library's Parental Leave Guidelines.

Section 2. Employees may elect to use all vacation, and/or applicable sick leave as defined in Article 14, Section 1, or compensatory time, then unpaid leave of absence, with the combined leave time not to exceed six (6) months and consistent with state and federal leave laws.

Section 3. Employees on leave without pay shall be granted the opportunity to maintain retirement and death benefits as well as medical and dental plans pursuant to rules and regulations regarding such continuation in effect at that time.

Section 4. The employee will be returned to his or her former position if the position still exists at the end of parental leave, consistent with the Library's Parental Leave Guidelines. If the position no longer exists, the employee shall be notified of the first available position in the employee's regular classification that is at least at the same hours as the employee's former position. However, the process to determine qualifications shall not unnecessarily delay an employee's return to work. An employee wishing to return to his or her position must state so in writing when requesting parental leave. Seniority shall continue to accrue during parental leave.

If no opening in the employee's classification is available when the employee is scheduled to return, the employee may be offered and may accept an assignment to a temporary position for which they are qualified, including positions in other classifications, provided that they shall remain on the recall list for positions in their original classification. That assignment to the temporary position will not add to the maximum time on the recall list.

Section 5. If an employee on parental leave is scheduled to return from leave during a layoff process, the employee will be returned to his or her former position if available, or to his or her former classification if he or she has sufficient seniority. If the employee does not, he or she will be placed on the recall list in order of seniority.

Section 6. At least twelve (12) weeks before the expected date of parental leave to care for a newborn child, the employee shall notify his or her supervisor/manager and the Library Human Resources Director, by written note from the employee's physician, of the expected date of birth, intent to take parental leave, and the length of the leave. The employee and supervisor/manager will schedule the leave in the best interests of the employee and the department.

Section 7. At least twelve (12) weeks before the date of adoption or arrival of a foster child, the employee will notify the Library Human Resources Director and supervisor/manager in writing of the intent to take parental leave, including date of adoption/fostering and length of leave. Application for parental leave must be accompanied by a statement from the adoption agency or adoption/foster agency facilitator confirming the expected date of adoption/expected foster date. In the event of an adoption or foster date not being known, parental leave can begin as soon as can be reasonably scheduled between the employee and the applicable manager which, under normal circumstances, shall begin no later than six (6) weeks after the date of adoption or fostering. In unusual circumstances, the Library may authorize parental leave to start at any time up to one (1) year after the date of adoption/fostering.^[36]

Section 8. In the event of the terminal illness of a child under age eighteen (18), the employee may take parental leave at any time during the illness, provided that the time does not exceed the six (6) month limit, and the employee has submitted a request to take parental leave in writing to the Library Human Resources Director and supervisor/manager as soon as possible after the employee knows of the nature of the illness and the intent to take parental leave. Application for parental leave must be accompanied by a licensed health care practitioner's statement indicating the nature of the terminal illness and its expected duration, if known.

Section 9. If an employee on parental leave wishes to return to work earlier than originally scheduled, the employee must notify the Library Human Resources Director in writing. The employee will then be placed on a call back list until his or her former position becomes vacant or the original parental leave date expires, whichever occurs first.

If an employee on parental leave wishes to extend his or her leave past the return date originally planned, and the Library agrees to such an extension, the employee's return rights will be governed by Article 15, Section 3.

Section 10. ~~Parental leave will be granted once per birth, adoption, or foster care, and is granted as a continuous leave, rather than short blocks of time. Parental leave cannot be taken within one (1) year of the conclusion of previous parental leave, except where an employee has used less than twelve (12) weeks within a twelve (12) month period.~~ Library employees, who have been employed at least six (6) months and are a regular employee or a benefits-eligible temporary employee, will be entitled to four (4) weeks of Paid Parental Leave, upon the birth or placement of a child for adoption or foster care. The leave must be taken within twelve (12) months of the child's birth or placement, and employees may only use this benefit once per twelve (12)-month period. An employee need not exhaust his or her paid or unpaid leave prior to requesting and taking Paid Parental Leave. Furthermore, Paid Parental Leave shall not be taken on a reduced schedule or intermittent basis unless the employee and the Library agree. Employees will be required to submit documentation to certify the leave and the Library retains the right to recover the value of the Paid Parental Leave should the employee fail to return to work following his or her leave of absence. Employees who use Paid Parental Leave will have the same benefit and job protections as provided to employees who take Family and Medical Leave. Paid Parental Leave will run concurrently with any and all other applicable leaves. The benefit will be pro-rated for part-time employees.

The employee benefit shall apply to the qualifying event of a birth or placement of a child for adoption or foster care. The Library will oversee the administration of Paid Parental Leave. ^[37]

The Library will oversee the administration of Paid Parental Leave including any backfill costs associated with an employee on such leave.[38]

ARTICLE 17 - HEALTH CARE, DENTAL CARE AND INSURANCE

Section 1. Medical, Dental and Vision Care. The Library shall provide medical, dental and vision plans ~~(initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services and Vision Services Plan)~~ for all regular employees. Said plans, changes thereto and premiums shall be established through the Joint Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee as contained in Appendix D.[39]

Section 2. Retiree Medical. Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

Section 3. Life Insurance. The Library shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty (60) percent of the monthly premium and the Library shall pay forty (40) percent of the monthly premium at a premium rate established by the Library and the carrier.

Section 4. Long-Term Disability Insurance. During the term of this Agreement, the Library will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Library will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first \$667 base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the Library may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

Section 5. Long-Term Care. The Library may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

Section 6. Life Insurance Supplement. The Library will offer an option for employees to purchase additional life insurance coverage for themselves and their eligible dependents.

Section 7. Benefit Eligibility. New regular employees will be eligible for benefits on the first day of the month following their date of hire (or immediately, if hired on the first working day of the month). [40]

ARTICLE 18 - RETIREMENT

Pursuant to City Ordinance Number 112479 and subsequent revisions thereof, as cited in the SMC Number 4.36.100 and subsequent revisions thereof, all eligible employees shall be covered by the Seattle City Employees Retirement System.

Employees who are eligible to retire during the term of this Agreement have participated in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit is offered to employees who elect to retire during the term of this Agreement. The VEBA benefit, ~~which was approved for the duration period of January 1, 2008 through December 31, 2010,~~ shall allow employees who retire from Library service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

- 5 – 9 years of service and age 62 or older
- 10 – 19 years of service and age 57 or older
- 20 – 29 years of service and age 52 or older
- 30 years of service and any age

For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older as of the final day of the previous contract term and provide this list to the Union ~~to administer the vote upon request.~~

Eligible-to-retain employees who retire from Library service ~~from the date of the vote until the end of the Agreement term, during the term of this agreement,~~ shall either:^[41]

- A. Place their sick leave cash-out at 35% into their VEBA account, or
- B. Forfeit the sick leave cash-out altogether. There is no minimum threshold for the sick leave cash-out.

Employees are not eligible to deposit their sick leave cash-out into their deferred compensation account or receive cash.

ARTICLE 19 - HOURS OF WORK^[42]

Section 1. A normal work day for full-time employees will be eight (8) hours. A normal work week will be forty (40) hours, except when the employee and ~~the~~ Library management have agreed on other schedules.

Section 2. Employees will be scheduled to work a minimum of four (4) hours per work shift, with exceptions outlined in Article 19, Section 3:

- A. For all authorized hours indicated on a Personnel Action Form, and/or
- B. When the Library requires an employee to work, the employee will be scheduled to work a minimum of four (4) hours. In the event the employee actually works less than the four (4) hour minimum, he/she shall be paid for a minimum of three (3) hours at his/her regular rate, or if mutually agreeable, an equivalent amount of compensatory time off.

Section 3. Employees may work less than the minimum four (4) hours per work shift when, on a voluntarily-initiated basis, they:

- A. Request to work less than the minimum four (4) hours for their assigned shift, and/or
- B. Work "extra hour" assignments in excess of their authorized hours as indicated on a Personnel Action Form, or-
- B-C. Are Union representatives participating in Union business.

Section 4. ~~When management deems it necessary, work schedules may be established other than Monday through Friday.~~ Employees shall be informed of the work schedules a minimum of one (1) month in advance. Unanticipated circumstances may occasionally necessitate adjustments to the previously posted schedules. In such circumstances, a supervisor shall discuss with the employee the adjustment to the employee's schedule. Employees affected by such schedule changes will be given as much notice as possible. If an employee feels that the posted or adjusted work schedule presents an undue hardship to the employee, the employee may appeal to his or her supervisor. The supervisor shall consider the information presented by the employee and inform the employee of his or her decision.

Section 5. The standard number of nights worked per calendar week (Sunday through Saturday) shall be no more than two (2) nights for full-time employees and regular part-time employees working twenty (20) hours or more per week who are covered by Appendix A of this Agreement. If said employees, except ~~janitors, custodians and employees working in the Automated Materials Handling Unit, Audio/Video Technician and Events Assistant, Automated Material Handling System Operator, Custodial/Janitorial Support Lead Sr., Custodian, Janitor, and Janitor Lead,~~ are required to work in excess of two (2) nights per week, they will be paid at the rate of one and one-half (1-1/2) times their regular straight-time rate of pay for any time worked between the hours of ~~six~~6:00 p.m. and ~~nine~~9:00 p.m. on any subsequent additional night worked. Employees may request to work more than two (2) nights per week at their regular straight-time rate of pay upon prior written approval from their supervisor.

It is recognized that ~~Automated Materials Handling System Operators, Custodians, and Janitors, and custodians and employees working in the Automated Materials Handling Unit~~ may be hired and regularly scheduled to work a day, swing or night shift. Such employees shall have the right to request a ~~changetransfer~~ to a different shift when an opening occurs within their respective job classification. ~~Transfer Opportunities to change shifts~~ shall be filled according to seniority within the ~~janitor, custodian or Automated Materials Handling operator job~~respective classifications, unless the Library determines there are performance and/or job-related factors that would preclude a ~~transfershift change~~ based on seniority, as documented by the employee's supervisor/manager.

Section 6. Overtime.

- A. All work performed over forty (40) hours in any one work week shall be paid at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay.
- B. If compensatory time off is used as a method of compensating employees for overtime work, the overtime rate shall be one and one-half (1-1/2) hours of compensatory time off for each hour of overtime work. Compensatory time off must be mutually agreeable to

the employee and the Library. Compensatory time off shall be taken as soon as practical. An hourly employee may not accumulate in excess of two hundred and forty (240) hours of compensatory time. Once employees have accrued 240 hours of compensatory time, they will automatically be paid for time worked over 40 hours per work week that is in excess of the 240 hour maximum. Once the employee's compensatory time balance is below two hundred and forty (240) hours, the employee may again accrue compensatory time for overtime work.

- C. The classifications of Assistant Managing Librarian and Supervising Librarian, ~~Branch Library Manager I and Branch Library Manager II~~ are exempt from all provisions of this contract that provide for pay or compensation over and above their fixed salary, provided they also qualify for exemption from the overtime requirements of the Fair Labor Standards Act. Employees in those classifications that are exempt from the overtime provisions of this Agreement shall accrue vacation in accordance with the Schedule B rate in Article 12, Section 1 and shall accrue holidays according to the provisions in Article 13, Section 2.

Section 7. Split Shift. When the Library requires an employee to work a split shift in one (1) work day in which he or she is off work for two (2) or more hours between the scheduled shift segments, which total the equivalent of up to a full-time employee's work day, the second part of the scheduled shift for that work day shall be compensated at the rate of one and one-half (1-1/2) times the straight-time rate of pay or one and one-half (1-1/2) times compensatory time. Scheduling of compensatory time must be mutually agreeable to the employee and the Library. The second segment of a scheduled split shift shall not be eligible for emergency call-back pay nor standby pay during the time between shift segments.

An employee who voluntarily requests in writing to work a split shift shall not be eligible for compensation at one and one-half (1-1/2) times the straight-time rate of pay or one and one-half (1-1/2) times compensatory time.

Section 8. Twelve (12) hours between shifts. Library employees shall have a minimum of twelve (12) hours off duty between scheduled shifts. When an employee is required to work the next shift without the minimum twelve (12) hour break, the scheduled shift shall be compensated at the rate of one and one-half (1-1/2) times the straight-time rate of pay or one and one-half (1-1/2) times compensatory time. Scheduling of compensatory time must be mutually agreeable to the employee and the Library. An employee who requests, in writing, to work a shift with less than twelve (12) hours off duty shall not be eligible for one and one-half (1-1/2) times the straight-time rate of pay or compensatory time off for the shift.

Section 9. Shift differential. An employee who is scheduled to work not less than four (4) hours of his or her regular work shift during the evening/night shifts, between the hours 7:30 p.m. to 7:30 a.m., shall receive the following shift differential pay for all scheduled hours actually worked during such shift:

Evening Shift (7:30 p.m. to 12:00 a.m.)
\$~~0.65-74 cents~~ per hour

Night Shift (12:00 a.m. to 7:30 a.m.)
\$~~0.90-1.06 cents~~ per hour^[43]

Beginning in 2009, the shift differential amounts shall be increased annually according to the cost of living adjustment outlined in Appendix B of this Agreement.

Section 10. Standby. Employees who are assigned standby duty shall receive ten percent (10%) standby pay while so assigned. Standby pay shall not apply to hours actually worked if the employee responds remotely or is called in, nor to hours in a paid leave status, including vacation and sick leave. When standby is assigned to take place on a paid holiday, standby pay shall be paid in addition to holiday pay.

When an employee on assigned standby duty is required to perform his or her regular duties, either remotely or when called in, for fifteen (15) minutes or more, the employee shall be compensated for such time at the employee's regular and straight-time rate of pay in increments of fifteen (15) minutes; provided, however, that all time actually worked in excess of forty (40) hours in a work week shall be paid at the overtime rate of one and one-half (1-1/2). By mutual agreement, such time actually worked may be compensated by compensatory time off. Employees on standby are not eligible for Emergency Call-Back pay.

Section 11. Emergency Call-Back. Employees who are either responding remotely or are called back in to work at a Library facility and are required to work after completing their regular shift and prior to their next regular shift, inclusive of employees' days off, shall be paid a minimum of four (4) hours' pay or, if mutually agreeable, compensatory time off. Compensation for call-back time will be at the straight-time rate, provided that time actually worked in excess of forty (40) hours in a work week shall be paid at the overtime rate of one and one-half (1-1/2).

Section 12. Four-Day Work Week. It is hereby agreed that the Board may, notwithstanding Section 1 of this Article, implement alternative work schedules affecting employees covered by this Agreement, such as a four (4) day, forty (40) hour work week. In administering the alternative work schedules, such as a four (4) day, forty (40) hour work week, the following working conditions shall prevail:

- A. Employee participation shall be on a voluntary basis.
- B. All work performed over forty (40) hours in any one (1) work week shall be considered as overtime, except for bargaining unit members covered under the conditions of Section 3, paragraph C above.
- C. Holidays shall be granted in accordance with Article 13 provided that the holiday benefit for employees on alternative work schedules shall be prorated based on the employee's authorized appointment and that the holiday benefit will not exceed eight (8) hours per paid holiday.

Section 13. Religious accommodation. A staff member ~~will~~ may be excused from work on his or her regular day of worship and/or for breaks for religious tenets for bona fide religious reasons only if he or she presents a letter from a minister, pastor or responsible official of a religious group verifying the religious tenets that prohibit the staff member from working on that day.

Section 14. All employees, except ~~Facilities and Automated Materials Handling employees~~ Automated Materials Handling Systems Operator, Building Engineer, Building Maintenance Support Lead, Building Maintenance Worker, Custodial/Janitorial Support Lead Sr., Custodian, Delivery Driver I, Gardener, Janitor, Janitor Lead, Materials Distribution and Grounds

Assistant, and Materials Distribution Services Specialist, who work an average of twenty (20) or more hours per week, shall have at least every third Saturday off except where such an arrangement is precluded by a personnel shortage due to sickness, injury or vacation; provided, however, that time off with pay which encompasses a normal Saturday off shall, for purposes of this provision, be calculated as a Saturday off; provided, further, that any employee who misses his or her normal Saturday off because of a personnel shortage shall be entitled to an alternate Saturday off as soon as it can be arranged in his or her schedule, but not to exceed twelve (12) weeks.

All employees, except ~~Facilities and Automated Materials Handling employees~~Automated Materials Handling Systems Operator, Building Engineer, Building Maintenance Support Lead, Building Maintenance Worker, Custodial/Janitorial Support Lead Sr., Custodian, Delivery Driver I, Gardener, Janitor, Janitor Lead, Materials Distribution and Grounds Assistant, and Materials Distribution Services Specialist, who work an average of twenty (20) or more hours per week, shall have at least every third Sunday off except where such an arrangement is precluded by a personnel shortage due to sickness, injury or vacation; provided, however, that time off with pay which encompasses a normal Sunday off shall, for purposes of this provision, be calculated as a Sunday off; provided, further, that any employee who misses his or her normal Sunday off because of a personnel shortage shall be entitled to an alternate Sunday off as soon as it can be arranged in his or her schedule, but not to exceed twelve (12) weeks.

Section 15. No employee will work more than seven (7) consecutive days unless agreed to in writing.

Section 16. Work schedules that conflict with Sections 1, 3, 5, 7, 8, 14 or 15 of this Article may be agreed upon in writing between the employee and the applicable Director or designee. This Section shall function as an exception to Article 19, Sections 1, 3, 5, 7, 8, 14 or 15 and shall hold said Sections in abeyance for as long as such a written agreement is in force. Copies of such an agreement that hold said Sections in abeyance for a duration longer than two pay periods shall be copied to the Local Union President and to the Library Human Resources Director.

Section 17. Meal and rest breaks. Employees working a shift longer than five (5) hours shall be provided a meal break of at least thirty (30) minutes. Meal periods shall be on the Library's time when the employee is required by the Library to remain on duty on the premises or at a prescribed work site. Employees shall be allowed a paid fifteen (15) minute rest break for each four (4) hours of work time. Rest periods shall be scheduled as near as possible to the midpoint of each four-hour work period. In an emergency situation, if an employee is required to work through his or her rest period, the employee should be given a break at the first available time. Rest breaks cannot be used to shorten the work day or extend lunch and/or dinner breaks.

Section 18. In the event of budget reductions, management and the Union will meet to negotiate the impacts on bargaining unit members.

ARTICLE 20 - WORK OUTSIDE OF CLASSIFICATION AND RECLASSIFICATION REQUESTS

Section 1. Whenever the Library requires an employee to assume the normal duties and accept the substantial majority of the significant responsibilities for more than five (5) consecutive work shifts of any employee who works in a position in a higher-paid classification within the bargaining unit, he or she shall be compensated at the first pay step of the higher classification for all

continuous time so worked. If his or her own pay is already higher, he or she shall be compensated at the pay step that provides a minimum 2 percent pay increase.

Section 2. If an employee has reason to believe that his or her position is not properly classified, he or she may petition the applicable Director for reclassification consideration. Such a petition must be in writing and address the differences between the employee's current duties and those listed in the position classification description.

The applicable Director will review the request and refer it to the Library Human Resources Director within fifteen (15) calendar days after receiving the request, provided sufficient information has been obtained from the employee. The Library Human Resources Director will review the request and make a decision within thirty (30) calendar days after receiving the request, provided that sufficient information has been obtained from the employee. The decision of the Library Human Resources Director will be forwarded to the employee.

The employee may appeal the decision of the Library Human Resources Director by filing an appeal statement within fifteen (15) calendar days, in writing, with the City Librarian or his or her designee. The appeal decision of the City Librarian, or his or her designee, will be made within fifteen (15) calendar days and forwarded to the employee. The decision on appeal shall be final and shall not be subject to the grievance process.

Section 3. Whenever an employee's position is reclassified to a position in a higher-paid classification within the bargaining unit, he or she shall be compensated at the first pay step of the higher classification, effective as of the date the reclassification request was initiated. If his or her own pay is already higher, he or she shall be compensated at the lowest pay step that provides a minimum 2 percent (2%) pay increase. The subsequent salary step increases, if available, will occur on the one-year anniversary date of the reclassification to the higher classification, until the top step is reached.

Section 4. Whenever the Library creates a new classification that the Library maintains has a community of interest with work performed by the bargaining unit, the Union will be notified in advance. Following such advance notification, the Library will provide the Union a copy of the draft classification specification and provide the Union an opportunity to comment. Once the classification specification has been finalized, the Library will provide the Union a copy of the finalized classification specification and will negotiate with the Union the salary range assigned to the new classification.

ARTICLE 21 - APPOINTMENTS, PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1. The following definitions shall apply to the appointment, promotion, demotion and/or transfer of employees in the bargaining unit:

Appointment: Initial assignment to a position in the Seattle Public Library system within a specific job classification.

Promotion: Placement of an employee in a position within a classification that has a higher pay range than that of the employee's current position.

Demotion: Placement of an employee in a position within a classification that has a lower pay range than that of the employee's current position.

Transfer: For purposes of this Article, the definition of transfer is reassignment of an employee, at the sole discretion of the City Librarian or his or her designee, for more than thirty (30) days to a position of the same classification and same pay rate in a different department or unit.

Section 2. Traditional Recruitments. Whenever a position identified by the City Librarian or designee as available for competitive bidding by qualified Library employees becomes vacant in any existing job classification covered by this Agreement, including temporary positions that exceed ~~one hundred eighty (180) days~~ six (6) months duration, Human Resources will announce the position vacancy to all Library staff electronically. The position vacancy will not be filled for a minimum of ten (10) calendar days following the date of the electronic announcement of the position vacancy. During this period, employees who wish to apply for the vacant position, including employees on layoff, may do so by submitting written materials as specified in the applicable job posting to Human Resources. Current employees who desire a change in hours and/or work location on a regular basis may apply for job openings according to the instructions contained in the job posting. This Section shall not apply to position vacancies in the classifications ~~of Page, Library Associate I, Library Associate II, and Librarian~~ recruited through the Continuous Recruitment Process, consistent with Section 4 of this Article.^[44]

For exceptions, see Article 15, Section 7, and Article 23, Section 10.

Job postings shall include, among other things, desired and required job qualifications, minimum educational requirements and work experience; general duties and responsibilities, current salary, general location and scheduled number of hours per pay period.

Announcements of position vacancies may be valid for a period of up to ninety (90) calendar days for similar positions within the same classifications. For those vacancies in similar positions within the same classification that are not publicly advertised, announcements will be made available in each department and neighborhood library for ten (10) calendar days for internal applicants only.

Section 3.

- A. Vacant regular hours, to a maximum of twenty (20) hours per week, may be added to an assignment of a regular employee within the work unit or to more than one regular employee within the work unit on a regular basis by mutual agreement among the Library, the Union, and the affected employee. In the event that these vacant regular hours are not filled within the work unit, the hours may be made available for competitive bidding.
- B. Additional vacant regular hours may be added to an existing regular position that is currently vacant on an ongoing basis if such additional vacant hours do not, on their own, constitute a full-time or part-time position. The vacant position, including the vacant regular hours, shall be posted if it is to be filled on a regular basis and has been identified by the City Librarian or his or her designee as available for posting.

Section 4. Continuous Recruitment Process Recruitments. Recruitments for regular positions and temporary positions greater than six (6) months in duration in Page, Library Associate I, Library Associate II, and Librarian classifications will be open continuously for internal candidates as part of the Continuous Recruitment Process (CRP). Human Resources will announce all specific position vacancies in classifications of Page, Library Associate I, Library Associate II, and Librarian

classifications to all Library staff electronically. A copy of a sample job bulletin for each of these classifications will be made available in each department and Branch Library continuously for internal applicants to review. Library employees may submit application materials to Human Resources on a continuous basis to be considered for qualification for these classifications. In order to be considered for a specific position vacancy in these classifications, internal and external candidates must first submit required application materials and satisfactorily complete an initial qualifying interview and be determined qualified by the qualifying interview panel. Once internal and external candidates have satisfactorily completed the qualifying interview process, they are considered to be CRP-qualified. All internal CRP-qualified candidates will be notified by an announcement sent by Human Resources electronically of all specific position vacancies in these classifications, for which they are qualified. Such position vacancies will not be filled for a minimum of ten (10) calendar days following the date of the electronic notification of internal CRP-qualified candidates. Internal CRP-qualified candidates interested in being considered for a specific position vacancy must indicate their interest electronically or in writing to Human Resources. In addition, these internal candidates may also inform the hiring manager of their interest in the specific position vacancy. Internal CRP-qualified candidates will be informed of their competitiveness for specific position vacancies and their status throughout the specific interview and selection process. Internal CRP-qualified candidates will be notified of selection decisions in a timely manner either by Human Resources or the hiring manager. Internal CRP-qualified candidates may request feedback from Human Resources and/or a hiring manager on their competitiveness for a specific position vacancy and/or the quality of their application materials and interview skills. Human Resources may, at their discretion, also send out an announcement electronically to all external CRP-qualified candidates. External CRP-qualified candidates may be considered for a specific position vacancy in these classifications when there is an insufficient number of CRP-qualified internal candidates to be considered by the hiring manager.

Temporary positions less than six (6) months in duration will be filled by those CRP-qualified internal and/or external candidates who have previously expressed an interest to Human Resources to be considered for such temporary opportunities.

Section 5. The Union shall be notified in the event that the City Librarian or his or her designee determines that a vacant bargaining unit position will not be filled, or that the authorized hours of a vacant regular bargaining unit position will be reduced on a permanent basis, or in the event vacant bargaining unit positions are not made available for competitive bidding.

Section 6. Qualifications for appointments, promotional or otherwise, shall be determined by the Library.

Section 7. A regular employee may be appointed to a temporary assignment in his or her same classification or a different classification for a period not to exceed twelve (12) calendar months. An extension of a temporary assignment, up to an additional twelve (12) calendar months, may be approved by mutual agreement between the library and the Union.

A "temporary assignment" shall be defined as either:

- A. A full-time regular employee who is temporarily appointed to a different position in his or her same classification or a different classification on either a full-time or part-time temporary basis.

1.B. A part-time regular employee who either:

- Is temporarily appointed to a different part-time position in his or her same classification or a different classification on a part-time temporary basis.
- In addition to working his or her current part-time regular appointment, is temporarily appointed to another part-time regular position in his or her same classification on a part-time temporary basis, not to exceed eighty (80) hours per pay period.
- Is temporarily appointed to a full-time regular position in his or her same classification or a different classification on a full-time temporary basis.

Temporary assignments as defined in 7A and 7B above shall be posted if the duration of the temporary assignment exceeds ~~one hundred eighty (180) calendar days~~ six (6) months.

At the Library's discretion, employees will be notified via e-mail of an opportunity to express an interest in a temporary assignment of less than ~~one hundred eighty (180) calendar days~~ six (6) months' duration. [45]

If the duration of the temporary assignment is one year or less, or two years if the appointment has been extended beyond the initial one year, the employee will be returned to his or her former position if it still exists. If it does not exist, the employee will be returned to a vacant position in his or her ~~previous~~ former classification with at least as many hours as they previously held. If no such position is immediately available, the employee will have call-back rights to an existing and regular position in their former classification, consistent with Article 23, Section 13, when a position becomes available. If no opening in the employee's classification is available when the employee's temporary assignment ends, the employee may be offered and may accept an opening in a lower classification. Such an offer and acceptance by the employee shall fulfill the Library's obligation to return the employee to his or her former classification.[46]

Regular employees who accept temporary out-of-class positions shall have all rights and privileges of regular employees, including seniority for layoff purposes in their regular classification in which they hold regular status and for which they have not forfeited rights to return at the conclusion of their temporary assignment.

Section 8. The Library will notify the Local Union president in advance of the transfer of an employee. An employee who is to be transferred shall be given ~~ten (10) days~~ two (2) weeks notice, with an additional ~~five (5) days~~ one (1) week for extenuating circumstances, and the City Librarian or his or her designee shall, during that time, discuss the reasons for the impending transfer with the affected employee. Any personal hardship caused by such a transfer shall be identified by the affected employee for consideration by the City Librarian or his or her designee within ~~five (5) days~~ one (1) week after notice of transfer. However, this Section shall not apply to temporary assignments of thirty (30) days or less; or in extraordinary circumstances that may require more immediate action. [47]

Section 9. The Board recognizes the desirability and value of filling vacancies by promotion from among existing employees. In the event the City Librarian or his or her designee feels the best qualified person is not among applicants from within the Library, he or she may hire an applicant from outside the Library.

ARTICLE 22- PERFORMANCE APPRAISALS AND PERSONNEL FILES

Section 1. Performance Appraisals. Formal performance appraisals shall be discussed with the employee, have space for the employee's comments, be signed by the employee, and contain a statement to the effect that an employee's signature does not necessarily constitute agreement with the appraisal; provided, however, that if an employee refuses to sign his or her appraisal, a note to that effect, undersigned and dated by the City Librarian or his or her designee, shall validate the appraisal.

It is the intention of the Library to address performance deficiencies with an employee as expeditiously as possible. Performance deficiencies not brought to the attention of an employee within a reasonable time prior to the performance appraisal will not be included. Where performance deficiencies are cited in an appraisal, the appraisal will include an improvement plan will be developed by the supervisor with input from the employee, with specific recommendations for improvement, expected outcomes and a timeline for achievement and review.[48]

Employee appraisals shall remain the property of the Library, and shall be maintained in the Human Resources Department, except that the affected employee shall be provided with one copy, and the employee's supervisor shall retain one copy. Every possible precaution shall be taken to ensure the confidentiality of an employee's personnel file.

All materials related to an employee's appraisal held at the work location shall either be transferred to the employee's personnel file or be destroyed at the end of one year, except for documentation needed for performance reviews in process and/or current disciplinary actions under consideration.

Section 2. Personnel File. The Human Resources Department shall be the central depository for all official personnel records and files, which shall be maintained by the Department. Materials placed in the employee's official personnel file after the employee's date of hire are available for review by the employee with the Library Human Resources Director or designee at any mutually agreeable time. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and are subject to the same requirements of state law as official personnel files maintained by Human Resources.

An employee will be notified by the supervisor/manager or by the Library Human Resources Director or designee when written materials that they believe might have an adverse effect on his or her employment are placed in the employee's official personnel file. A copy of such materials will be provided to the employee upon request.

In accordance with RCW 49.12.250, an employee may respond in writing to materials in his or her official personnel file which have been reviewed by the employee and judged by the employee to have an adverse effect upon his or her employment. The employee's written response shall be attached to the materials and shall become a part of his or her written personnel records.

Section 3. Removal of Materials from Personnel File. An employee may petition in writing to the Library Human Resources Director for the removal of materials relating to records of verbal warnings (after a period of one (1) year from date of issuance) and/or written reprimands (after a period of three (3) years from date of issuance) from his or her personnel file in the event there have been no additional corrective and/or disciplinary actions taken of the same or similar nature after a period of one (1) year for verbal warnings and three (3) years for written reprimands from the date of issuance. The Library Human Resources Director shall, within fifteen (15) days of such

a request, inform the employee of the decision and the basis for the decision to remove or retain the materials. The decision to remove or retain materials shall be at the sole discretion of the Library. An employee may not grieve the retention and/or removal of such materials. Nothing in this section, however, shall be interpreted as preventing the Library and the Union from reaching mutually agreeable timelines for requiring the removal of such materials on an individual basis, as a result of a grievance settlement relating to a disciplinary action and/or another related issue.

ARTICLE 23 - LAYOFF AND RECALL

Section 1. The Library and the Union shall meet within fifteen (15) calendar days after the Library Board has officially decided that there may be or will be layoff(s) that directly affect the bargaining unit. At this meeting the Library shall inform the Union of the details of the layoff situation, including the reasons therefore, ~~and the expected duration thereof, if known~~. The Union, in turn, may submit alternative ideas in lieu of layoff that shall be discussed at this meeting or any subsequent meeting mutually agreed upon for that purpose. The Library and the Union may explore alternative strategies to avoid the impacts of the layoff and bumping provisions in this Article on Library operations and the membership. Upon mutual agreement, such alternative strategies may include, but not be limited to, the placement of affected employees in existing and regular, alternate vacant positions for which they are qualified as determined by the Library. In the event such strategies are implemented, the parties will agree upon specific terms of such placements.

Section 2. In the event of budget reductions resulting in layoffs or reduction of hours, the Library and the Union will meet to negotiate impacts on bargaining unit members.

Section 3. Layoff shall be by classification, as approved by the Board upon recommendation by the City Librarian.

Section 4. Each employee to be laid off shall be given at least thirty (30) calendar days' written notice of layoff and a copy of such notice shall be placed in the employee's personnel file.

Section 5. An involuntary reduction in an employee's hours of work shall be considered as a layoff.

Section 6. The Library agrees to restore hours, ~~within the timeframe for recall as outline in Section 13 of this Article~~, to any employee in the bargaining unit who has suffered a reduction in hours, and who is qualified, before hiring new employees for any added hours of work in a classification in which an existing employee is suffering a reduction in hours.

Section 7. In a reduction of force that involves the layoff of regular employees, the regular job classification and job duties of any employees ~~in the bargaining unit~~ may be changed. The Union shall be notified of any significant changes and may request the opportunity to negotiate the impact of such changes.

Section 8. Seniority rights, for the purposes of layoff and recall, shall be determined by each employee's ~~initial~~ date of hire ~~to a represented position~~ and continuous employment ~~in represented classifications~~ within the library. ~~If a represented employee leaves the bargaining unit through any means other than separation, but returns to a represented position within a period of 24 months or less, seniority shall not be broken and shall continue to accrue from the point at which the employee left the bargaining unit.~~ No employee will acquire such seniority rights until completion of the employee's twelve (12) month initial probationary period, at which

time the employee's seniority shall be retroactive to the date of hire. An individual who was hired as a temporary employee and who subsequently becomes a regular employee without a break in service with the Library, shall have seniority for purposes of layoff computed retroactively to the date of hire as a temporary employee once the employee has served a probationary period as a regular employee. A regular employee who has received a temporary assignment without a break in service shall be considered a regular employee for purposes of layoff. ~~For the sole purpose of layoff and recall, seniority shall not be broken and shall continue to accrue during any break of twenty-four (24) months or less which is the result of a reduction in force.~~

Section 9. Should the Library find it necessary to effect a reduction in its work force, temporary employees who hold no right to a regular appointment and initial probationary employees in classifications affected shall be separated first, provided:

- A. The separation of a temporary employee shall occur before the separation of an initial probationary employee and shall not allow such temporary employee to bump a regular employee because the temporary employee does not accrue seniority.
- B. A temporary or probationary employee possessing skills, abilities or qualifications which the Library has determined necessary to retain and which are not available among regular employees in the same classification may be retained at the discretion of the City Librarian.

Section 10. When it becomes necessary to lay off regular employees, regular full-time or regular part-time employee(s) in the affected classification who have the least seniority shall be laid off first; provided, however, that employees possessing skills, abilities or qualifications which the Library has determined necessary to retain and which are not available among senior employees in the same classification may be retained or recalled regardless of seniority at the discretion of the City Librarian; and provided further that a promotional employee serving a trial service period in a position in a job classification affected by the layoff shall be downgraded to a position in his or her former job classification if said employee has greater seniority than the least senior employee in their former job classification. In the event that the employee does not have greater seniority than the least senior employee in their former job classification, the employee shall have bumping rights in accordance with Section 10.B.b of this article.

The following procedures shall apply, in order, to regular employees affected by layoff:

- A. Placement in vacant positions: If there is an existing and regular vacant position either in the same classification as the affected employee's classification, or in a classification with the same salary range as the affected employee's classification, or in the next immediately lower-salaried classification from the affected employee's classification, and the Library has determined that the affected employee in the position to be eliminated is qualified for this position, the Library will offer the affected employee that existing and regular vacant position. If more than one employee from the same classification to be reduced is affected by the elimination and all are determined by the Library to be qualified for the existing and regular vacant position, the position will be offered to the employee with the most seniority by the most recent date of hire and ensuing continuous employment in a represented position with the Library. If more than one existing and regular position is vacant in the same classification as the affected employee's classification, or in the same salary range as the affected employee's classification, or in an immediately lower-salaried classification from the affected employee's classification, the Library will determine which of the existing

and regular positions will be offered to the employee, or to each of the employees, subject to layoff from the positions in the affected classification to be eliminated.

An employee may refuse to accept an offer of an existing and regular position in an immediately lower-salaried classification. In such cases, the employee's name will be placed on the call-back list according to seniority by most recent date of hire and continuous employment in a represented position with the Library.

B. Bumping into filled positions: Bumping of regular employees into filled positions shall be governed by the following provisions.

1. In order to bump:

- a. An employee seeking to bump is required to possess the skills, abilities or qualifications, as determined by the City Librarian, for an existing and regular position in a lower-salaried classification.
- b. The employee must have notified the Library Human Resources Director in writing, pursuant to the instructions given with layoff notification, within seven (7) calendar days of receipt of his or her layoff notice of his or her desire to bump, or to decline to exercise an option to bump, forfeit all further bumping rights, and have his or her name placed on the call-back list according to seniority. Failure to respond within the specified period will result in the affected employee being placed on the recall list.

2. The bumping process shall be conducted in the following order:

- a. The Library makes a determination whether the least senior employee in the affected classification is qualified for the next immediately lower-salaried classification.
- b. If the affected employee has greater seniority by date of hire and continuous employment in a represented position with the library than the least senior employee in the lower-salaried classification and has been determined qualified, he or she may exercise his or her option to bump the least senior employee in the lower-salaried classification.
- c. If the affected employee has less seniority than the least senior employee in the next immediately lower-salaried classification, the affected employee may bump the least senior employee in successively lower-salaried classifications for which he or she has been determined qualified by the Library.

Section 11. The Library shall provide the Union with a current seniority list of the bargaining unit members who have seniority under this Article within fifteen (15) calendar days after the Library Board has officially decided that there will be layoffs that would directly affect the bargaining unit. This list shall remain in effect for one (1) calendar year from its date of issuance or until it is determined by the Library that a more recent list is needed.

Section 12. Should the seniority of any two employees be equal, the affected employees shall draw lots.

Section 13. All regular employees who have either refused to accept an offer of an existing and regular position in an immediately lower-salaried classification, or who have bumped into a lower-salaried classification, or who have declined the option to bump into a lower-salaried classification, or who have suffered an involuntary reduction in hours, or who have been laid off without an offer of alternate placement, shall be entitled to the following call-back rights, as outlined in this Section, shall be extended to the following employees:

- All regular employee affected by layoff who are not immediately offered placement in an existing and regular position in their regular classification with at least as many hours as they previously held; and
- All regular employees returning from leave without rights to a specific position who are not immediately placed in an existing and regular position in their former regular classification with at least as many hours as they previously held; and
- All regular employees who either did not successfully complete a promotional "trial service" period or who requested to return from promotional placement to their previous classification during their "trial service" period, but are not immediately placed in an existing and regular position in their former, regular classification with at least as many hours as they previously held; and
- All regular employees who accepted a position on a temporary basis, but for whom no existing and regular position in their previous classification is available upon conclusion of their temporary appointment.

A. Call-Back List. Names of affected employees shall be placed on a call-back list in order of seniority by most recent date of hire and continuous employment within the bargaining unit the Library. Names of employees affected by successive reductions-in-force shall be incorporated into one call-back list in order of seniority.

B. Call-Back Rights. Call-back rights for affected employees shall be for a period of twelve (12) calendar months from the date of layoff. For employees affected by layoff, return from temporary appointment, or return from "trial service" period, this call-back period shall begin on the first day following the employee's last day of employment with the Library; in the case of employees returning from leave who do not have right of return to a specific position, this period shall begin on the first day following the employee's last day of leave. Within thirty (30) calendar days prior to the end of the twelve (12) month period and upon receipt of the employee's written request, the Library may extend the employee's call-back rights for an additional twelve (12) month period. While remaining on the call-back list, an employee may be placed in a lower-hours position and/or lower-salaried classification for which they are qualified.

C. Restoration of Hours. Employees who have suffered a reduction in hours due to a reduction-in-force shall have the right to have those hours restored before employees with lesser seniority are recalled from layoff; provided that such cutback in hours qualifies as a layoff.

D. Reinstatement. When regular employees on the call-back list are reinstated, the order of call-back shall be according to seniority, with the person with the most seniority reinstated first. The Union and the employee on the call-back list who is eligible for reinstatement shall

be notified of the job available. The Library will mail a notice by certified mail to the employee at his or her last known address, with a copy to the Local Union President. It is the responsibility of the employee to provide the Library with current contact information.

1. An employee will be considered fully reinstated and have no further call-back rights when the employee accepts an existing and regular position in their former regular classification that is at least the same hours as the employee's former position.
2. An employee who has been placed in or who has bumped into a lower-salaried classification due to a reduction-in-force and whose name is on the call-back list, when offered an available existing and regular position in his or her former classification, shall choose between the offered position and the currently held position in the lower-salaried classification, inasmuch as the employee will not be allowed to fill both positions simultaneously.
3. If the employee fails to report for work or otherwise respond to the Library within seven (7) calendar days from the date of receipt of notification, or if the notification letter is returned unclaimed, the employee shall forfeit all call-back rights; provided, however, an employee may refuse in writing no more than two offers of an existing and regular position that does not result in the employee being fully reinstated. Any further refusal will result in the employee forfeiting all call-back rights. If a person exercises an option to refuse a particular recall, the employee may not at a later date change his or her mind and request that he or she displace a less senior employee or new-hire who has accepted the position after his or her refusal.
4. If an employee declines an offer of an existing and regular position in their former regular classification that would result in his/her/their being fully reinstated, he/she/they will forfeit rights to return to their former position and their name will be removed from the call-back list.

E. Employees whose names are on the call-back list and who have been actually laid off (as opposed to employees who have been placed in or who have bumped into a lower-salaried classification due to a reduction-in-force) shall be given priority for any temporary work for which the employee is immediately qualified by virtue of past experience or present qualifications.

F. A reopened existing and regular position within the bargaining unit will not be posted for competition as long as there is an individual on the call-back list who is eligible for the position. [49]

ARTICLE 24 - JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. The Board and the Union, recognizing the value of mutual cooperation, hereby agree to establish a Joint Labor-Management Committee (hereinafter called the "JLMC") as described in Section 2, to enhance labor-management relations within the Library. The JLMC shall operate consistent with the principles and characteristics of the Labor-Management Partnership Agreement.

Section 2. The function of the JLMC is to discuss possible methods and means of enhancing Library services; promote the effective implementation and administration of this Agreement;

discuss any other matters pertaining to Library service and/or the welfare of Library employees covered by this Agreement, except individual grievances; and approve recommendations for expenditures of training and educational development funds. The JLMC may also advise the City Librarian on labor-management issues, or on other issues as requested by the City Librarian, and shall function in an advisory capacity. Final decisions resulting from this process shall reside with the City Librarian. It is further understood that the JLMC shall not be considered a collective bargaining forum nor shall this Article be construed to limit, restrict or reduce either party's rights as outlined in this Agreement.

Section 3. The Union representatives and/or the Library representatives may initiate discussion of any subject outlined above. An agenda describing the issues in question shall be prepared by the party presenting topics for discussion and shall be distributed to all JLMC members at least seven (7) calendar days in advance of each meeting. It is the responsibility of the committee members who wish to place a topic on the agenda to obtain relevant information about the topic prior to initiating discussion of the topic at the meeting. Prior to bringing topics to the JLMC, every effort shall be made to resolve the issue at the lowest possible level within the Library. The JLMC shall discuss all issues submitted by representatives of either party in hopes of facilitating a possible resolution to those issues.

The parties shall alternate, by mutual agreement, the chair, agenda, and minutes-taking responsibilities. The Chairperson shall develop a written agenda for the meeting with input from both parties, and distribute the agenda in a method mutually agreed upon. Minutes will be taken, written, and distributed within the Library in a manner mutually agreed upon.

Section 4. Composition of Committee. The JLMC shall consist of fourteen (14) members, seven (7) of whom shall be appointed by the City Librarian, to include the Human Resources Director, and seven (7) bargaining unit members appointed by the Union, to include the Union Business Representative. With the exception of the Union Business Representative, all committee members shall be employees of the Library.

Section 5. The Library and the Union agree that any time the JLMC convenes there must be a quorum. A quorum is at least four (4) representatives from each side.

Section 6. The Library and the Union agree that the JLMC shall meet twelve (12) times per year, unless mutually agreed upon to meet more or less often.

ARTICLE 25 - EDUCATIONAL DEVELOPMENT

Section 1. The Board and the Union agree that continuous upgrading of employee skills and knowledge is most important in providing accurate information and creative, efficient Library service to the public. Employees are encouraged to take advantage of opportunities available for continuing study and self-improvement. To this end it shall be a policy of the Library to allow employees covered by this Agreement, at the discretion of the City Librarian or his or her designee, Library time off plus related expenses to attend job-related meetings, conferences, and other training and educational programs insofar as this practice is compatible with the continuation of full Library service to the public. In the event paid time off is granted, an employee shall be compensated for actual time spent in the conference, workshop, class or other training event, or educational program, regardless of whether the employee has been appointed to a full-time or part-time position.

Section 2. In addition, when an individual wishes to take a class for college or continuing education credit which is closely related to his or her position as determined by the City Librarian or his or her designee, the following principles will be applied insofar as possible:

- A. It is understood that any adjustment affecting either time or salary takes into account the work of the position involved, and the importance of the course and/or courses in relation to this work.
- B. The schedule of work of the employee is adjusted to permit attendance at approved classes.
- C. One-half (1/2) of the time required for attendance at classes, during the individual's regularly scheduled working hours, to a maximum of three hours a week, is granted without reduction of salary.

Section 3. If funds and/or job-related leave with pay are desired by a bargaining unit employee, written application for such funds and/or leave shall be made five (5) weeks in advance whenever feasible to the employee's supervisor/manager. Those requests that are approved by the employee's supervisor/manager and Director or designee shall be forwarded to the Library Training and Development Manager. The employee may originate the application, or the supervisor/manager may originate an application on behalf of the employee after discussion with the employee if the supervisor/manager has determined that the employee needs the training. All copies of the current approved training request form shall be forwarded to the Training and Development Manager. The form shall be signed by the employee, his or her supervisor/manager, and Director or designee, and shall include the total requested funds.

The Training and Development Manager will develop draft guidelines for use of Educational Development funds and present them to JLMC for approval. The City Librarian or his or her designee will have final approval of the guidelines. The guidelines will be reviewed on an annual basis and revised as needed.

When training requests are received by the Training and Development Manager, they will be reviewed and any funding formula applied. Recommendations for training funds will be presented at the JLMC meetings for approval. In the event of any split between Labor and Management, or tie vote on the approval of a request, it will be sent to the City Librarian or his or her designee for a final decision.

The Joint Labor-Management Committee may establish a mutually agreed upon process to consider and approve training requests between the regular meetings.

Section 4. During each year of the contract, the Library shall allocate the sum of ~~\$40,000~~ \$47,000 for an Educational Development Fund to be used for job-related educational development. Any unused funds shall be carried over into the subsequent budget year. [50]

Section 5. Reports of training and educational development expenditures will be made for the Joint Labor-Management Committee on at least a quarterly basis, showing requests made, action taken, approved expenses and total funds spent year-to-date.

Section 6. It is hereby agreed and understood that this Article does not, in any way, interfere with the City Librarian's or his or her designee's authority to grant or deny leave with or without pay and with or without related expenses.

ARTICLE 26 - LIBRARY FACILITIES AND SAFETY

Section 1. ~~The Library agrees to have one uniformed Security Officer on duty at the Central Library during hours the Library is open and for one-half (1/2) hour after closing. Neighborhood Library facilities will be provided with dedicated Security Officer staffing. The Library and the Union will meet annually, or more often upon the request of either party, to identify emerging security trends in the Neighborhood Libraries and to determine optimum utilization of available Neighborhood Library security resources. The Library recognizes the joint desire with the Union to create and maintain a safe and secure working environment. The Library, under the direction of the City Librarian or designee, will assign Security Officer staffing as it deems necessary and at the appropriate levels. The Library and the Union will meet annually, or more often upon request of either party, to identify emerging security trends in the Branch Libraries. Staffing and deployment requests will be considered; however, the Library will retain the right to determine the appropriate levels and deployment strategies.~~

Section 2. Whenever possible, the Library will operate with a minimum of three (3) staff members at all Library facilities during public service hours. An employee will not be required to open or maintain public service hours unless at least two (2) staff members are present as referenced in the Public Services Scheduling Guidelines. Staff members will contact the ~~supervisor or scheduler~~appropriate authority, who will make every effort to obtain a third staff member so that relief staff are available during meal and break times. However, in the event that relief staff are not available, in order to maintain the two-person minimum staffing level, staff members will remain on call and in the building during their meal breaks. In this instance, staff members will be compensated for their meal breaks.

Section 3. The Library shall provide for adequate safekeeping of employees' clothing worn to and from the workplace but not worn on duty.

Whenever the Library requires employees to wear a uniform or other article of wearing apparel of a specific style or color, it must be furnished by the Library. Usual and customary wearing apparel in conformance with a general dress standard need not be furnished by the Library.

Section 4. ~~To comply with state health regulations, the Library does not allow smoking in any public areas. Library policy also prohibits smoking in all enclosed work and common areas that are owned, leased or rented by the Library, including, but not limited to, shared work areas, private offices, employee lounges, lunchrooms, stairways, elevators and restrooms. Smoking is similarly prohibited in all Library vehicles. The above prohibitions apply during all hours and days of the year. The Library prohibits smoking in any Library-owned or controlled building or vehicle and on any Library-owned or controlled property.~~

Section 5. All work shall be done in a competent and safe manner, and in accordance with the State of Washington safety codes and The Seattle Public Library's safety procedures. All employees are expected to comply with established safety procedures, promote safety, and to assist in the prevention of accidents. All employees are expected to participate and cooperate in the overall Library ~~safety program~~accident prevention program.

Section 6. It is the mutual goal of both the Library and the Union that an area designated for employee breaks will be established at each permanent work site.

Section 7. The Library will maintain a Health and Safety Committee consisting of represented employees and management representatives. The purpose of the committee shall be to investigate safety and health issues and to advise the Library management of education and preventative health measures for the workplace and its employees. The Committee shall consist of equal membership representation of employee-elected and Library-selected members; provided that one such member shall be designated as a Union representative.

The Committee shall have regular monthly meetings and special meetings may be called if needed. Minutes of the meetings will be ~~sent to the Local Union President and distributed to each work site~~ posted to the intranet in an area accessible to all staff.

Section 8. Recognizing the joint commitment of the Library and the Union to reducing exposure to physical hazards in the work place, including work-related musculoskeletal hazards, the Joint Labor-Management Committee and the Library Safety Committee shall review, discuss and make recommendations to the Library in matters relating to injury prevention efforts including, but not limited to, ~~the acquisition and use of ergonomic equipment,~~ staff training for injury prevention, and performance standards for using safe work methods. The Library will respond to any request for an ergonomic assessment brought forward by an employee or the Union. Decisions on the acquisition and use of ergonomic equipment, staff training for injury prevention, and performance standards for using safe work methods will be made by the Library and communicated, as applicable, to employees and the Union.

Section 9. All employees are expected to be physically and mentally fit to perform their jobs in a safe manner at all times and are subject to The Seattle Public Library Fit for Duty Administrative Procedures, as identified by the Library.^[51]

ARTICLE 27 – DOMESTIC PARTNERSHIP DEFINITION

A "domestic partnership" shall exist between two (2) persons when they complete, sign, and cause to be filed with the Seattle Public Library an "Affidavit of Domestic Partnership" that attests to the following:

1. The two parties share the same regular and permanent address.
2. The two parties have a close personal relationship.
3. The two parties are jointly responsible for "basic living expenses," as defined below.
4. The two parties are not married to anyone.
5. The two parties are each eighteen (18) years of age or older.
6. The two parties are not related by blood closer than would bar marriage in the state of Washington.
7. The two parties were mentally competent to consent to contract when the domestic partnership began.
8. The two parties are each other's sole domestic partner and are responsible for each other's common welfare.

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a domestic partner that are paid at least in part by a program or benefit for which the partner

qualified because of the domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

ARTICLE 28 – SEVERABILITY

If an Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 29 - SUBORDINATION OF AGREEMENT

Section 1. It is understood that the parties hereto and the employees of the Library are governed by the provisions of applicable Federal or State Law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal or State Law are paramount and shall prevail.

Section 2. Provisions of City Ordinances that have been made legally applicable to the Library by the Library Board shall be paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 30 - ENTIRE AGREEMENT

Section 1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each party voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 31 - DURATION OF AGREEMENT

Section 1. This Agreement shall be effective January 1, ~~2008-2015~~ and remain in full force and effect through December 31, 20~~18~~~~19~~.

Written notice of intent to modify, amend or terminate this Agreement must be served by the requesting party at least sixty (60) but not more than ninety (90) days prior to December 31, 20~~18~~~~19~~. Any modifications requested by the opening party shall accompany the opening letter, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.^[52]

Section 2. This Agreement shall be subject to amendment at any time by mutual agreement of the parties hereto. Such an amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as this Agreement, and be approved by the Library Board.

PENDING UNION APPROVAL

**APPENDIX A
WAGE SCHEDULE**

Section 1. The base wage and salary rates enumerated in Appendix "A" are as follows:

3.82.0% percent COLA Annual Wage Increase (AWI) for 2008-2015 included
Effective December 26, 2007 December 31, 2014

Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5
89016	AMH Syst Op	\$16.1918.95	\$17.0019.91	\$17.8120.83	\$18.7321.91	\$19.6523.00
89017	AMH Syst Supv[53]	\$25.26	\$26.53	\$27.86	\$29.27	\$30.70
89015	AMH Syst Tech[54]	\$21.92	\$23.02	\$24.19	\$25.37	\$26.65
89590	Asst Mgr-Library	\$25.2629.57	\$26.5331.05	\$27.8632.61	\$29.2734.26	\$30.7035.93
89439	Asst Mnging Librn	\$31.3136.65	\$32.8338.42	\$34.4940.37	\$36.2042.36	\$37.9944.45
89419	Audio/Visual&Media Coord[55]	\$25.32	\$26.58	\$27.90	\$29.30	\$30.76
89928	Audio/Video Tech&Events Asst	\$21.86	\$22.98	\$24.09	\$25.29	\$26.57
89900	Bldg Engr-Libr	\$24.1028.19	\$25.3129.62	\$26.5731.11	\$27.90	\$29.30
89850	Bldg Maint Wkr	\$20.2723.72	\$21.2624.90	\$22.3626.17	\$23.4327.42	\$24.5828.77
89942	Bldg Maint Supp Ld	\$29.62	\$31.11	\$32.67	\$34.29	\$36.01
89800	Braille Prgm Asst[56]	\$18.68	\$19.63	\$20.58	\$21.60	\$22.70
89510	Branch-Delivery Drvr[57]	\$16.47	\$17.28	\$18.10	\$19.01	\$19.95
89442	Branch Mgr-I	\$29.68	\$31.11	\$32.66	\$34.29	\$36.01
89441	Branch Mgr-II[58]	\$31.31	\$32.83	\$34.49	\$36.20	\$37.99
89443	Coordinating Library Assoc	\$19.8823.28	\$20.8424.40	\$21.9025.63	\$22.9826.90	\$24.1128.21
89432	Coordinating Library Tech	\$19.8823.28	\$20.8424.40	\$21.9025.63	\$22.9826.90	\$24.1128.21
89956	Custdl/Janitorial Supp Lead,Sr	\$23.11	\$24.27	\$25.48	\$26.75	\$28.09
89840	Custodian	\$16.1218.88	\$16.9119.79	\$17.7320.75	\$18.6021.78	\$19.5022.83
89510	Delivery Drvr I	\$19.27	\$20.22	\$21.19	\$22.26	\$23.37
89530	Delivery Drvr II	\$20.97	\$21.96	\$23.06	\$24.17	\$25.38
89168	Facility Opns Asst[59]	\$20.12	\$21.12	\$22.16	\$23.28	\$24.43
89875	Gardener	\$19.0422.30	\$19.9823.40	\$21.0024.59	\$21.9825.72	\$23.0627.00
89037	Help Desk Tech[60]	\$24.57	\$25.80	\$27.08	\$28.45	\$29.87
89184	Info Technol Spec,Sr[61]	\$24.60	\$25.83	\$27.10	\$28.46	\$29.88
89907	Info Technol Spec 1,Sr	\$31.17	\$32.50	\$34.09	\$35.80	\$37.79
89908	Info Technol Spec 2,Sr	\$31.67	\$33.25	\$34.88	\$35.65	\$38.46

89183	Info Technol Spec[62]	\$22.08	\$23.21	\$24.34	\$25.59	\$26.85
89846	Janitor-Supv	\$18.91	\$19.85	\$20.83	\$21.87	\$22.96 [63]
89831	Janitor	\$15.4418.06	\$16.1918.95	\$17.0019.91	\$17.8120.83	\$18.7321.91
89957	Janitor Lead	\$22.13	\$23.22	\$24.39	\$25.59	\$26.88
89457	Lead Gardener[64]	\$22.36	\$23.43	\$24.58	\$25.77	\$27.09
89523	Lead Page	\$16.0718.81	\$16.8519.73	\$17.7020.72	\$18.5621.74	\$19.4622.80
89447	Library Assoc I	\$15.3918.00	\$16.1418.90	\$16.9619.84	\$17.7620.78	\$18.6521.83
89448	Library Assoc II	\$16.1918.95	\$17.0019.91	\$17.8120.83	\$18.7321.91	\$19.6523.00
89449	Library Assoc III	\$17.3020.24	\$18.1221.22	\$19.0522.31	\$19.9923.41	\$21.0124.60
89437	Library Assoc IV	\$21.8525.57	\$22.9326.85	\$24.0328.11	\$25.2429.55	\$26.5131.02
89438	Library Resource Spec[65]	\$26.21	\$27.51	\$28.84	\$30.32	\$31.79
89429	Library Tech I	\$16.3619.15	\$17.1520.08	\$18.0121.10	\$18.9122.13	\$19.8123.17
89430	Library Tech II	\$17.4520.42	\$18.3021.41	\$19.1922.45	\$20.1523.59	\$21.1624.77
89431	Library Tech III	\$18.6821.86	\$19.6322.98	\$20.5824.09	\$21.6025.29	\$22.7026.57
89313	Librn	\$26.2130.68	\$27.5132.21	\$28.8433.76	\$30.3235.49	\$31.7937.19
89929	Librn,Supvsng	\$34.74	\$36.41	\$38.23	\$40.13	\$42.14
89524	Mail Clerk[66]	\$15.80	\$16.55	\$17.38	\$18.21	\$19.11
89917	Mats Distrib Svcs Spec	\$25.77	\$27.05	\$28.38	\$29.80	\$31.30
89914	Mats Distrib & Grounds Asst	\$19.66	\$20.63	\$21.64	\$22.68	\$23.82
89530	Mobile Drvr[67]	\$17.92	\$18.77	\$19.70	\$20.66	\$21.68
89445	Page	\$15.1017.68	\$15.8518.54	\$16.6419.49	\$17.4520.42	\$18.3021.41
89182	PC&Net Tech,Sr[68]	\$20.11	\$21.10	\$22.16	\$23.27	\$24.43
89181	PC&Net Tech[69]	\$17.45	\$18.32	\$19.24	\$20.20	\$21.20
89433	Prgm Coord	\$24.2728.41	\$25.4829.82	\$26.7331.28	\$28.0532.83	\$29.4134.43
89896	Prin Applics Spec	\$32.92	\$34.57	\$36.31	\$38.12	\$40.00
89420	Public Svc Tech	\$17.4520.42	\$18.3221.43	\$19.2422.51	\$20.2023.64	\$21.2024.81
89855	Security Ofcr	\$23.47	\$24.63	\$25.80	\$27.10	\$28.46
89131	Selection Svcs Librn	\$30.1335.25	\$31.6437.03	\$33.2438.89	\$34.9140.86	\$36.6442.88
89130	Sr Libr	\$29.6834.74	\$31.1136.41	\$32.6638.23	\$34.2940.13	\$36.0142.14
89434	Sr Prgm Coord[70]	\$26.25	\$27.55	\$28.92	\$30.36	\$31.87
89172	Systs Anlyst,Sr[71]	\$33.33	\$34.99	\$36.75	\$38.57	\$40.50
89909	Systs Anlyst 1,Sr	\$42.90	\$45.09	\$47.34	\$49.66	\$52.12
89910	Systs Anlyst 2,Sr	\$43.85	\$46.06	\$48.39	\$50.79	\$53.32
89911	Systs Anlyst 3,Sr	\$44.86	\$47.10	\$49.46	\$51.93	\$54.53
89185	Systs Anlyst	\$28.1236.20	\$29.5338.03	\$31.0239.94	\$32.5641.93	\$34.1944.01
89905	Systs Librn	\$33.3344.86	\$34.9947.09	\$36.7549.46	\$38.5751.93	\$40.5054.53
89039	Technol Opns Asst[72]	\$20.12	\$21.12	\$22.16	\$23.28	\$24.43

Section 2. For employees in classifications that are exempt from the overtime provisions of this Agreement, the listing of hourly rates in this Appendix is for comparison purposes only.

APPENDIX B

WAGES AND SALARIES – ~~COST-OF-LIVING~~ ANNUAL WAGE INCREASE AND FURLOUGH LEAVE ADJUSTMENTS

~~2015~~ Effective December ~~26~~³¹, 20~~14~~⁰⁷ – ~~3.82.0%~~ ~~wage increase.~~ ~~increase equal to 100% of the Local CPI-W average for June 2006 through June 2007.~~

~~2016~~ Effective ~~January 7~~^{December 30}, 20~~15~~⁰⁹ – ~~2.0%~~ ~~wage increase.~~ ~~100% of the Local CPI-W average for June 2007 through June 2008, with a 2% minimum floor and a 7% maximum ceiling.~~

~~2017~~ Effective ~~January 6~~^{December 28}, 20~~16~~⁰ – ~~2.5%~~ ~~wage increase.~~ ~~100% of the Local CPI-W average for June 2008 through June 2009, with a minimum floor and 7% maximum ceiling.~~

~~2018~~ Effective December 27, 2017 – 2.75% wage increase.

Paid Leave Balances for Staff Who Took Furloughs Between 2009 and 2012:

Employees who furloughed in any year(s) from 2009 through 2012 shall be granted the equivalent number of hours furloughed to be used as paid leave. The employee shall receive the allotted hours divided equally between 2016, 2017 and 2018, up to a maximum of forty (40) granted hours in each respective year. In no case shall an employee receive more than one hundred and twenty (120) hours total. Employees shall use such leave in full-day increments to the extent possible. The hours must be used in the year in which they are granted; there will be no carryover of hours to the following year. Employees must be in a regular or benefits-eligible temporary status in order to receive this benefit.

**APPENDIX C
RETIREMENT**

~~The City, the Library and the Union hereby agree that the contractual provisions identified as follows have been established through the City's Coordinated Bargaining process and shall be incorporated into the collective bargaining agreement between the Union and the Library, as mutually agreed by the parties:~~

~~Consistent with the Agreement between the City of Seattle and the Coalition of City Unions dated October 3, 2007, if a year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") finds that the amortization period for the System's unfunded actuarial liability exceeds thirty (30) years, the City and employees shall equally increase contribution rates to the System in an amount determined by the actuary to be needed to achieve a thirty (30)-year amortization period.~~

~~The required contribution rate increases shall take effect at the beginning of the first pay period of the year following completion of the actuarial study. For example, if the actuarial study for the System as of December 31, 2008 was presented to the Retirement Board in June 2009, and if that study showed an amortization period for the unfunded liability in excess of 30 years that the~~

~~actuary determined required a total increase in contributions of one percent (1%) to meet the system's unfunded liability threshold, the City's contribution rate would increase by one-half of one percent (.5%) and the employee contribution rate would increase by one-half of one percent (.5%) at the beginning of the first pay period in 2010. Effective January 1, 2017 the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.~~

APPENDIX D
HEALTH CARE

The City, the Library and the Union hereby agree that the contractual provisions identified as follows have been established through the City's Coordinated Bargaining process and shall be incorporated into the collective bargaining agreement between the Union and the Library, as mutually agreed by the parties.

The Memorandum of Agreement governing the Health Care Committee shall not be amended so that for the 20~~1508~~ through 20~~1810~~ contract years the following concepts shall continue to apply:

1. The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year (e.g., 20~~1508~~, 20~~1609~~, or 20~~1710~~ or 2018);
2. The Rate Stabilization Fund (RSF) shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 1, above;
3. After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;
4. Intent: Plan designs are to be maintained during this Contract, not to be diminished. The respective health care plan benefit designs may only be modified by the Health Care Committee for any contract year by the written, mutual agreement of the parties (Coalition of City Unions and the City);
5. Intent: Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums. Use of resources from the RSF during any contract year to reduce projected increases in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and
6. No decision by the Health Care Committee shall be permitted that modifies the established percentages in 3, above.

APPENDIX E
SECURITY OFFICERS ADDENDUM
TO
MASTER AGREEMENT

Union: Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 2083

Employer: The Seattle Public Library

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

ARTICLE 1 – SCOPE OF BARGAINING UNIT

The Library recognizes the Union as the exclusive bargaining representative for all regular, full-time and regular, part-time Security Officers working at The Seattle Public Library.

ARTICLE 2 – HOURS OF WORK

Section 1. A normal work week for full-time employees will be forty (40) hours, except when the employee and the Library management have agreed on other schedules. When management deems it necessary, work schedules may be established other than Monday through Friday. Employees shall be informed of the work schedules a minimum of one (1) month in advance. Unanticipated circumstances may occasionally necessitate adjustments to the previously posted schedules. In such circumstances, the Facilities & Security Manager or Security Supervisor shall discuss with the employee the adjustment to the employee's schedule. Employees affected by such schedule changes will be given as much notice as possible. If an employee feels that the posted or adjusted work schedule presents an undue hardship to the employee, the employee may appeal to his or her supervisor.

Section 2. Employees may be assigned to work outside of their regular work schedule to cover Library events, emergency situations and/or other non-regularly scheduled work. Employees affected by such assignments will be given as much notice as possible. If such notice is less than seven (7) days in advance of the assignment, the non-regularly scheduled work shall be compensated at the rate of one and one-half (1-1/2) times the straight time rate of pay or one and one-half (1-1/2) times compensatory time.

In the event there are no employees available to work the assignment on a voluntary basis, mandatory scheduling may be necessary.

Section 3. Schedule assignments.

At the time this Addendum is adopted, the method for selecting Security Officers regular work schedule shall be as follows:

- A. Upcoming year's annual schedule options (without officer names) are made available to officers in October of the preceding year.
- B. The Security and Facilities Manager will notify individual Officers if they are to remain in their current schedule for the upcoming year, or if they must select a different schedule that is fundamentally dissimilar to their current scheduled based on the Security Officer's knowledge, skills, abilities and workplace performance.
- C. Officers shall email the Security Supervisor their preferred annual schedule and annual vacation request selections by November 1st. Each officer's selections will rank in numerical order that officer's preference for all available schedules.
- D. Immediately following the submission deadline, the Security and Facilities Manager or their designee will process the requests based on officer seniority and release the upcoming annual schedule, including vacation schedule, with officer names added by November 15th.
- E. The new annual schedule will begin the first pay period of the New Year.

Security Officers shall be allowed up to ten minutes to change uniforms at the beginning and end of their shifts. Security Officers may agree to switch shifts among themselves, pending approval of the Security and Facilities Manager, or designee. The Security Officers' regular schedule shall consist of at least two (2) consecutive days off per week, unless otherwise agreed by the Security Officer and the Security Supervisor on a non-regular basis. Upon a majority vote of the Officers, and with the approval of the Security and Facilities Manager, or designee, the practice of how an officer's regular schedule and vacation schedule is determined may be changed. Any such change shall be documented in a Memorandum of Agreement between the Union and the Library.

Section 4. Overtime.

- A. All work performed over forty (40) hours in any one work week shall be paid at the overtime rate of one and one-half (1-1/2) times the straight time rate of pay.
- B. If compensatory time off is used as a method of compensating employees for overtime work, the overtime rate shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime work. Compensatory time-off must be mutually agreeable to the employee and the Library. Compensatory time off shall be taken as soon as practical. An hourly employee may not accumulate in excess of two hundred and forty (240) hours of compensatory time. Once employees have accrued 240 hours of compensatory time, they will automatically be paid for time worked over 40 hours per work week that is in excess of the 240 hour maximum. Once the employee's compensatory time balance is below two hundred and forty (240) hours, the employee may again accrue compensatory time for overtime work.

Section 5. Split Shift. When an employee works a split shift in one (1) work day in which he or she is off work for two (2) or more hours between the scheduled shift segments, which total the equivalent of a full-time employee's work day, the second part of the scheduled shift for work

that day shall be compensated at the rate of one and one-half (1-1/2) times the straight-time rate of pay or one and one-half (1-1/2) times compensatory time. Scheduling of compensatory time must be mutually agreeable to the employee and the Library. The second segment of a scheduled split shift shall not be eligible for emergency call-back pay nor standby pay during the time between shift segments.

An employee who requests in writing to work a split shift shall not be eligible for compensation at one and one-half (1-1/2) times the straight-time rate of pay or one and one-half (1-1/2) times compensatory time.

Section 6. Twelve (12) hours between shifts. Library employees shall have a minimum of twelve (12) hours off duty between scheduled shifts. When an employee is required to work the next shift without the minimum twelve (12) hour break, the scheduled shift shall be compensated at the rate of one and one-half (1-1/2) times the straight time rate of pay or one and one-half (1-1/2) times compensatory time. Scheduling of compensatory time must be mutually agreeable to the employee and the Library. An employee who requests, in writing, to work a shift with less than twelve (12) hours off duty shall not be eligible for time and one half (1-1/2) the straight time rate of pay or compensatory time off for the shift.

Section 7. Shift differential. An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening/night shifts, encompassing the hours 7:30 p.m. to 7:30 a.m., shall receive the following shift differential pay for all scheduled hours actually worked during such shift:

<u>Evening Shift (7:30 p.m. to 12:00 a.m.)</u>
<u>\$0.74 per hour</u>

<u>Night Shift (12:00 a.m. to 7:30 a.m.)</u>
<u>\$1.06 per hour</u>

The shift differential amounts shall be increased annually according to the appropriate cost of living adjustment.

Section 8. Standby. Employees who are assigned standby duty shall receive ten percent (10%) standby pay while so assigned. Standby pay shall not apply to hours actually worked if the employee responds remotely or is called in, nor to hours in a paid leave status, including vacation and sick leave. When standby is assigned to take place on a paid holiday, standby pay shall be paid in addition to holiday pay.

When an employee on assigned standby duty is required to perform his or her regular duties, either remotely or when called in, for fifteen (15) minutes or more, the employee shall be compensated for such time at the employee's regular and straight time rate of pay in increments of fifteen (15) minutes provided, however, that all time actually worked in excess of forty (40) hours in a work week shall be paid at the overtime rate of time and one-half (1-1/2). By mutual agreement, such time actually worked may be compensated by compensatory time off. Employees on standby are not eligible for Emergency Call-Back pay.

Section 9. Emergency Call-Back. Employees who are either responding remotely or are called back in to work at a library facility and are required to work after completing their regular shift and prior to their next regular shift, inclusive of employees' days off, shall be paid a minimum of

four (4) hours' pay or, if mutually agreeable, compensatory time off. Compensation for call-back time will be at the straight time rate, provided that time actually worked in excess of forty (40) hours in a work week shall be paid at the overtime rate of time and one-half.

Section 10. Training and Mandatory Meetings. Employees who are required by management to attend training sessions or mandatory meetings that fall on their regularly scheduled day off shall be paid for a minimum of three (3) hours pay at their regular rate or, if mutually agreeable, compensatory time off at their regular rate. Compensation for such time shall be at the rate of time and one-half (1-1/2 the employee's regular rate of pay for those hours actually worked in excess of forty (40) hours in a work week.

The Library agrees that 2 (two) additional blocks of 3 (three) hour training sessions shall be provided with content to-be-determined between the Security Officers/Union and Management. This is in addition to the mandatory 3 hour block of training every year for defensive tactics.

Section 11. Four-Day Work Week. It is hereby agreed that the Board may, notwithstanding Section 1 of this Article, implement alternative work schedules affecting employees covered by this Agreement, such as a four (4) day, forty (40) hour work week. In administering the alternative work schedules, such as a four (4) day, forty (40) hour work week, the following working conditions shall prevail:

- A. Employee participation shall be on a voluntary basis.
- B. All work performed over forty (40) hours in any one (1) work week shall be considered as overtime.
- C. Holidays shall be granted in accordance with Article 13 of the Master Agreement, provided that the holiday benefit for employees on alternative work schedules shall be prorated based on the employee's authorized appointment and that the holiday benefit will not exceed eight (8) hours per paid holiday.

Section 12. Religious accommodation. An employee will be excused from work on his or her regular day of worship for bona fide religious reasons, as stated in the Master Agreement.

Section 13. No employee will work more than seven (7) consecutive days unless agreed to in writing unless the employee is scheduled to work a non-regularly scheduled assignment.

Section 14. No employee shall work more than sixteen (16) consecutive hours without a minimum ten (10) hour break between shifts.

Section 15. Work schedules that conflict with Sections 1, 6, 13 or 14 of this Article may be agreed upon in writing between the employee and the applicable Director or designee. This Section shall function as an exception to Article 2, Section 1, 6, 13 or 14 and shall hold said Sections in abeyance for as long as such a written agreement is in force. Copies of such an agreement that hold said Sections in abeyance for a duration longer than two pay periods shall be copied to the Local Union President and to the Library Employee Relations Director.

Section 16. Meal and rest breaks. Employees working a shift longer than five (5) hours shall be provided a meal break of at least thirty (30) minutes. Meal periods shall be on the Library's time

when the employee is required by the Library to remain on duty on the premises or at a prescribed work site. An employee's regular work schedule may be adjusted accordingly.

Employees shall be allowed a paid fifteen (15) minute rest break for each four (4) hours of work time. Rest periods shall be scheduled as near as possible to the midpoint of each four hour work period. In an emergency situation, if an employee is required to work through his or her rest period, the employee should be given a break at the first available time. Rest breaks cannot be used to shorten the work day or extend lunch and/or dinner breaks.

ARTICLE 3 – UNIFORMS

Each new employee, on a one-time-only basis, will be provided a complete uniform as specified in Appendix A of this addendum. The Library will repair or replace uniforms or Library-furnished personal equipment that is damaged, destroyed, or lost.

Each officer covered by this Agreement shall purchase clothing in accordance with department standards and shall receive an annual uniform allowance, following the end of their probationary period, of five hundred dollars (\$500.00) from the Library to be used at a Library designated store (vendor) and to be used for items designated on Appendix A – Uniforms.

The Library will provide Security Officers ballistic body armor outside of their approved annual uniform allowance.

Library-issued uniforms and equipment will not be worn or used for non-Library events or personal use. Each officer covered by this agreement shall follow Library standards for professional appearance.

ARTICLE 4 – EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES

Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, act, or omissions in the scope and course of their Library employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Union may submit their opinion in-writing regarding the scope of conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provisions shall not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

In addition to those privileges stated in the Article 7 of the Master Agreement, the Library agrees that during working hours, one (1) designated employee representative of the Security Officers shall be allowed to attend negotiation sessions with the City and/or Library representatives resulting in a labor agreement, to a maximum aggregate of twenty-five (25) hours of paid time, including associated overtime hours.

SECURITY OFFICERS ADDENDUM – APPENDIX A: UNIFORMS

Security Officers shall receive at least the following uniforms and equipment when hired:

<u>Item Description</u>	<u>Item Quantity</u>
<u>Jacket with linear (including patches)</u>	<u>1</u>
<u>Shirt (short or long sleeve or combination) (including patches)</u>	<u>3</u>
<u>Pants</u>	<u>3</u>
<u>Boots or shoes</u>	<u>1 Pair</u>
<u>Duty Gloves</u>	<u>1 Pair</u>
<u>Ballistic Body Armor (at least NIJ LEVEL II)</u>	<u>1</u>
<u>Metal Badge</u>	<u>1</u>
<u>Duty Belt</u>	<u>1</u>
<u>Inner Belt</u>	<u>1</u>
<u>Duty Belt Keepers</u>	<u>4</u>
<u>Duty Belt Key Holder</u>	<u>1</u>
<u>Handcuffs (hinged or unhinged) and Duty Belt case's</u>	<u>2</u>
<u>Collapsible baton and Duty Belt case</u>	<u>1</u>
<u>O/C pepper spray and Duty Belt case</u>	<u>1</u>
<u>Flashlight and Duty Belt case</u>	<u>1</u>
<u>CPR Mask and Duty Belt case</u>	<u>1</u>
<u>Black Socks</u>	<u>4 Pairs</u>
<u>White Undershirt</u>	<u>4</u>
<u>Baseball Cap (if Security Officer desires)</u>	<u>1</u>
<u>Stalking Cap (if Security Officer desires)</u>	<u>1</u>
<u>Suspenders (if Security Officer desires)</u>	<u>1</u>
<u>Radio Earbud System (if Security Officer desires)</u>	<u>1</u>
<u>Additional Equipment as designated by the Security Manager</u>	

PENDING UNION APPROVAL

COLLECTIVE BARGAINING AGREEMENT

Between The Seattle Public Library Board of Trustees and the Washington State Council of County and City Employees, Council 2, AFSCME, AFL-CIO, Local 2083 for the respective bargaining unit.

Executed the _____ day of _____ 2008.

THE SEATTLE PUBLIC LIBRARY BOARD OF TRUSTEES

Eric Liu, President

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME, AFL-CIO,
LOCAL 2083

David Lonergan, President, Local 2083

Bill Dennis, Council 2, Research Director

PENDING UNION APPROVAL

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