Agreement

By and Between

Kitsap County Rural Library District

And

Washington Public Employees Association/UFCW, Local 365

Effective January 1, 2017 through December 31, 2020
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PREAMBLE

This Agreement is entered into by the Kitsap County Rural Library District, hereinafter referred to as “Employer,” and the Washington Public Employees Association/UFCW Local 365, hereinafter referred to as the “Union.” The Employer and the Union have agreed to certain terms and conditions of wages, hours and conditions of employment for employees covered by this Agreement. This Agreement and the procedures which it defines are intended to contribute to the continuation of positive employee relations and to be in all respects in the public interest.

This Agreement will be in accordance with the Kitsap Regional Library Staff Manual. In cases where there is a perceived difference in intent, the contract will supersede the Staff Manual.

The Employer and the Union agree that the mission of the Employer is service to the community. The parties to this Agreement are committed to working for the citizens of Kitsap County in accord with the Employer's core values of intellectual freedom and access to information and to working together in a spirit of collaboration.

ARTICLE 1 UNION RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the unit as described in the Washington Public Employment Relations Commission Decision No. 10173, namely, all non-supervisory full-time and regular part-time librarians.

1.2 Definitions of Employees

A. Regular full-time employee: An employee working a schedule of forty (40) hours per week.

B. Regular part-time employee: An employee working a schedule of less than forty (40) hours per week.

C. Temporary employee: An employee hired to work for a specified period of time not to exceed six months. Management reserves the right to extend the period of time an additional six months. Temporary employees will not be utilized to displace regular Librarian positions included in the bargaining unit or to limit the number of positions eligible for inclusion in the bargaining unit.

Benefit eligible employee: KRL recognizes two types of benefit eligible employees:

1) PERS benefit eligible: employees who work in a PERS eligible position, a position normally requiring at least five months each year in which regular compensation is earned for at least 70 hours per month for two consecutive years.
2) Health care and related insurance coverage: employees who work .50 full-time equivalent (FTE) or more.

1.3 In the event of an issue pertaining to the exclusion of a position classification from this Agreement, such issue shall be submitted to the Public Employment Relations Commission for resolution.

ARTICLE 2 UNION MEMBERSHIP AND DUES DEDUCTION

2.1 When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee’s salary an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union’s official headquarters each pay period.

2.2 The Employer will inform new, transferred, promoted or demoted employees prior to appointment into positions included in the bargaining unit of the Union’s exclusive recognition and the Union security provision. The Employer will furnish the Membership Coordinator of the Union with copies of the employee’s appointment notice/letter at the same time it is provided to the employee.

2.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsections A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become Union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets or teachings of a church or religious body of which he or she is a member will make payments to the Union that are equal to its membership dues. These payments will be forwarded to a non-religious charity mutually agreed to by the employee and the Union. Such employees will not be members of the Union, but are entitled to all of the representational rights of Union members.

C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses rather than the full membership fee.
2.4 Dues Deduction

The Employer agrees to deduct the membership dues, agency shop fees or non-association fees from the salary of the employees that request such deduction in writing. Such request will be made on a Union payroll deduction authorization card.

2.5 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

2.6 Status Reports

A. Upon request, the Employer will provide the Membership Coordinator of the Union with a status report of all bargaining unit employees in an electronic format. The status report will include the following data:

1. Employee name
2. Permanent address
3. Work location
4. Job classification code and job title
5. Employee identification number
6. Salary range and step
7. Percentage of FTE
8. Gross salary for the month
9. Whether an employee has been appointed to, separated from or promoted out of the bargaining unit and the effective date of such action.

B. The Employer will furnish to the Union, monthly, a notice of all unit employees who have been hired, rehired, laid-off, terminated or promoted to a job not included in the bargaining unit, including their home addresses, job classification(s) and work location(s).

C. Information provided pursuant to this Section will be maintained by the Union and the United Food and Commercial Workers International Union in confidence according to law.

D. The Union and employees will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.
2.8 The Employer agrees to provide each new employee entering the unit with an informational packet provided by the Union, which includes a description of its representation programs, a membership application and a copy of this Agreement. All materials will be reviewed by the Employer prior to distribution.

ARTICLE 3 HEALTH AND SAFETY

3.1 The Employer and the Union mutually recognize that the health and safety of employees are of paramount interest and shall mutually comply with applicable federal or state health and safety regulations. A Safety Committee shall be maintained consistent with state law. Employees shall comply with safe work practices.

ARTICLE 4 UNION ACTIVITIES

4.1 Representation

Upon first notifying the Employer, an authorized representative of the Union shall be permitted to investigate grievances of conditions and contract compliance at reasonable hours and shall do so without interfering with Library operations. The authorized representative, prior to entering any work area not open to the general public, shall notify KRL Administration. For purposes of security, a mutually agreed-upon protocol shall be established to ensure that Union representatives are clearly identified prior to entering work areas that are not normally accessible to the general public. Library work hours shall not be used by employees or Union representatives for conducting Union business or the promotion of Union affairs other than as stated in this Agreement unless mutually agreed to by the Employer and the Union. The Union shall advise the Employer, in writing, of the names of its authorized representatives and stewards.

Employees shall be allowed Union representation at investigative interviews pursuant to Article 15.2.

4.2 Bulletin Boards

Communication will be for represented bargaining unit member information only. At Union members' worksites only, bulletin board space will be allocated for posting Union materials in buildings where bulletin boards presently exist; the area allocated shall be a minimum 14” by 24” (18” by 24” will be provided if space is available). In buildings where bulletin boards do not exist, the Union may provide a framed cork board, 14” by 24” (18” by 24” will be provided if space is available), for the posting of Union materials, provided that the owners of said buildings have no objection to the installation. If there are objections to the installation, other accommodations will be made by KRL. Materials posted shall not be derogatory to Employer.
4.4 Distribution of Material

A Union Staff Representative will be allowed, at least once per month, to contact bargaining unit employees at the Library by e-mail. Communication will be sent to the employee's work e-mail address. This will be used for the purpose of distributing Union information to bargaining unit employees.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage its affairs. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, EXCEPT if the Employer intends to make a change in a mandatory subject of bargaining that is not addressed in this Agreement. In that case, the Employer will notify the Union and, if requested, engage in collective bargaining.

5.2 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the President of the Union of the changes and the Union may request discussions about and/or negotiations on change to an employee's working conditions within the provided notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

5.2.1 To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.

5.2.2 To close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

5.2.3 To determine the need for reduction or an increase in the work force and the implementation of any decision with regards thereto including assigned hours.

5.2.4 To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance,
methods, pay periods/pay dates and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral or written work rules, existing or future.

5.2.5 To implement new and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

5.2.6 To assign and distribute work.

5.2.7 To assign shifts, workdays, hours of work and work locations including reallocations to branches and departments.

5.2.8 To determine the need for and the qualifications of new employees, transfers and promotions.

5.2.9 To discipline, suspend, demote or discharge an employee, for cause.

5.2.10 To increase or decrease assignment of hours to part-time positions at management discretion based on the budgeted revenues available for services.

5.2.11 To contract or subcontract any work, unless otherwise specified in this agreement.

5.2.12 To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the Employer.

5.3 The Employer agrees that the exercise of the above rights shall be consistent with the provisions of this Agreement. The Employer agrees that prior to any change of its policies that involve manditory subjects of bargaining affecting bargaining unit employees, the Employer shall give the Union fourteen (14) day’s notice prior to the intended change and, if requested, engage in collective bargaining prior to implementing the proposed change.

ARTICLE 6 SENIORITY

6.1 Seniority is defined as the employee’s length of unbroken service with the Employer.

6.2 All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

A. Military leave;
B. Compensable work-related injury or illness leave;
C. Approved educational leave; or
D. Reducing the effects of layoff.
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6.3 Employees who are separated due to layoff and are re-employed within two (2) years of separation date will not be considered to have a break in service.

6.4 If two (2) or more bargaining unit members are determined to be equally qualified based on skills and abilities and available for the reassignment of hours available within the bargaining unit, the employee with the most seniority will be offered those hours.

6.5 Ties

If two (2) or more employees have the same seniority, ties will be broken in the following order:

A. Longest continuous time within their current job classification;
B. By lot.

ARTICLE 7 LABOR-MANAGEMENT COMMITTEE

7.1 There shall be a Labor-Management Committee consisting of two appointees designated by the Union President plus the Union President or designee and two appointees designated by the Library Director plus the Library Director or designee. Union designees shall be allowed reasonable work time to participate in Committee Meetings. The Labor-Management Committee is advisory and will meet quarterly if requested by either party. The purpose of the Labor-Management Committee is to discuss matters of general interest to members of the bargaining unit as opposed to complaints of individual employees. The Labor-Management Committee shall have no bargaining authority. Understandings attained by the parties will be supported by the parties, but shall not alter or modify any provisions of this Collective Bargaining Agreement unless specifically stated in writing and signed by an authorized representative from the Employer and the Union.

ARTICLE 8 NON-DISCRIMINATION

8.1 Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam-era veteran, sexual orientation, the presence of any sensory, mental or physical disability, genetic information, gender identity, because of the participation or lack of participation in Union activities, and/or any other characteristic protected by law, is prohibited, and no unlawful harassment will be tolerated.

8.2 Employees who feel they have been the subjects of unlawful discrimination, harassment or a hostile work environment are encouraged to bring such issues to attention of their Supervisor or the Human Resources Office or to file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, harassment or a hostile work environment, the grievance will be suspended until the internal complaint process has been completed.
8.3 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.

ARTICLE 9  HIRING AND PROBATION

9.1 All job openings in the bargaining unit, whether new positions or vacancies, of ten hours or more per week will be first posted to KRL employees holding bargaining unit positions for one week. If two or more bargaining unit members are equally qualified for the position, the member with the most seniority per Article 6 will be hired. After one week and upon review of applicant qualifications for that specific position opening, KRL shall have the right to open the posting to other KRL staff and/or the public.

9.2 The first six (6) months of employment with the library is considered a training and evaluation period. During this time, the new staff member will be learning the job and how the library works and the Supervisor will be evaluating the new employee consistent with the KRL staff manual.

9.3 During the training and evaluation period, the employee does not have the right to the grievance procedure.

9.4 If the employee does not successfully complete the training and evaluation period, the employee may be released from the position with the library at the discretion of the Supervisor without further employee recourse.

9.5 Employees who are promoted shall serve a six (6) month training and evaluation period. Employees who move laterally into a position with a change of at least 51% of the task list shall serve a six (6) month training and evaluation period. The employee may be released from the new position at the discretion of the Supervisor. The employee may return to the position occupied previously as long as the position is still available. If the position is not available, the employee will be placed in layoff status for one year and shall be eligible for rehire to the first job opening of an equivalent nature within the bargaining unit for which they are qualified.

ARTICLE 10  PROFESSIONAL DEVELOPMENT

10.1 The Employer recognizes that trained staff adds value to the organization and helps accomplish its mission. The employer fully supports professional development opportunities for members of the bargaining unit, including, but not limited to, in-house training, conferences, interest groups, workshops, seminars, webinars and continuing education.
ARTICLE 11 LAYOFF AND RECALL

11.1 Layoff

In the event of a permanent or prolonged reduction in the number of employees, the Employer will identify the positions affected. For those positions affected where there are two (2) or more employees, consideration will be given to their skills and abilities. If the library determines that the employees’ skills and abilities are equal, only then will seniority control. Laid off employees will have the right to recall to their former position if they are qualified for twelve (12) months.

11.2 Recall

Employees on layoff status shall be placed on a reinstatement roster for a period of 12 months from date of layoff. When a vacancy occurs within the bargaining unit, employees within that job classification will be recalled from the reinstatement roster with the most senior member on the recall list being first to be recalled.

ARTICLE 12 HOURS OF WORK

12.1 Work Week

Kitsap Regional Library full-time salaries are based on a forty-hour work week. Part-time members of the bargaining unit salaries are based the same as full-time employees, but on a pro-rated basis. Supervisors at individual work locations establish work times. Employees may not modify their scheduled work hours without written permission from their Supervisor. Exempt personnel do not receive overtime pay when they work more than 40 hours in a work week.

12.2 Schedule Changes

The Employer will not make changes to an employee’s work schedule that will last more than two (2) pay periods without two (2) weeks written notification except in cases of emergency.

12.3 Flextime

It may be possible for full-time employees to schedule a standard work week of four ten-hour days instead of five eight-hour days (or other combinations which equal a 40-hour week). It may also be possible for employees to schedule part of their hours away from their normal work sites. The schedule must meet the needs of the library and be approved by both the Supervisor and the Division Director. In many cases, it may not be possible to grant flextime or variable work site hours for particular employees, including those who work part-time.
12.5 Non-Standard Working Times

“Normal” working times shall be defined as between 7:00 a.m. and 6:00 p.m. If a full-time employee is required and scheduled to work beyond 8:00 p.m., then the employee may work a seven-hour shift instead of an eight-hour shift.

12.4.1 Provisions for non-standard times do not hold for employees who work outside “normal” times by their own choice to take advantage of flextime. They affect only those salaried full-time employees required by their Supervisors to work outside the times indicated above.

12.4.2 Full-time members of the bargaining unit who are assigned/required to work on any Sunday will receive premium pay (wages at time and a half). NOTE: Regular part-time members who are assigned/required to work on any Sunday will be paid premium pay for all hours worked. Premium pay is not paid when the Sunday is worked as Flex-time OR Make-up time (as defined by the KRL Staff Manual).

12.4.3 Full-time employees are usually not expected to work more than five consecutive days within a designated work week.

12.6 Conference and Workshop Attendance

The library will follow the guidelines of the “Fair Labor Standards Act.” When employees voluntarily attend conferences or workshops paid for by the library, they will be paid a maximum of eight hours for each day spent in attendance. For partial-day conferences or workshops, in-house work time will be combined with the conference time for a total of eight hours. If departure for and/or return from a conference site occurs within the employee’s regular work time, travel time from the regular work site will be considered part of the work day. Meal time will not be considered work time. Submission of requests by employees shall be provided to management at least 14 days before the Conference’s application deadline. Approval or disapproval of conference/workshop attendance will be given by management in a timely fashion, but no later than 7 days prior to the application deadline. The timeline for authorization may be extended by mutual agreement.

ARTICLE 13 PERFORMANCE APPRAISAL

13.1 The performance appraisal process is designed to provide Supervisors and employees an opportunity to discuss and record performance planning, feedback and performance outcomes. Supervisors and employees will discuss how the employee’s position aligns with the library’s mission and goals and the Employer’s job requirements, utilizing the Employer’s performance management process.

13.2 Employees will be evaluated during their probationary period and then annually thereafter at a time that allows for adequate application of the process. Supervisors will meet
with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period. Written notification will be given to a probationary employee whose performance is determined to be unsatisfactory.

13.3 A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee’s comments, will be maintained in the employee’s personnel file.

ARTICLE 14 LIBRARY PERSONNEL FILE

14.1 Employees may review the contents of their own personnel and payroll files in the Administrative Services Division, by appointment. Copies may be made at the employee’s expense. Records will be accessed only in the presence of the Administrative staff and will not be removed from the Administrative Services’ office, thus ensuring a confidential and private review process. A Union representative may review an employee’s file upon written authorization from the employee.

14.2 The employee’s personnel file will be kept in a confidential manner to the extent allowed by law. Health and medical information obtained by the Employer will be maintained in a separate, confidential file.

14.3 Material of a disciplinary or derogatory nature concerning any employee may be placed in his/her personnel file only if the employee has been notified of the intent to place the material in the file, given a copy of the material and allowed to append to it his/her answers to any charges, complaints or statements involved. His/her signature shall not necessarily imply agreement with any statement contained in the material.

ARTICLE 15 EMPLOYEE DISCIPLINE

15.1 Employees may be disciplined or discharged for just cause. There are five types of discipline: oral warning, written warning, suspension, demotion and dismissal. Oral warnings will be identified as such.

15.2 Employees shall be allowed Union representation at investigative interviews where the employee reasonably expects discipline will result. The employee shall also be allowed Union representation at meetings where discipline is to be administered as long as the retaining of such Union representation by employee does not delay the start of the disciplinary meeting beyond a reasonable time. It is the employee’s responsibility to request Union representation. All discipline will be given in a private setting and no personnel data will be on public display.

15.3 A non-disciplinary coaching/counseling discussion is available and, where feasible, encouraged in order to provide an opportunity for management and employee to identify areas needing improvement by the employee. This coaching/counseling discussion can include verbal
(non-documentined) discussions or formally written (documented) performance action plans or letters of expectations. Any written documentation which arises out of a coaching/counseling discussion will go in the employee’s personnel file and failure to follow through with any written expectations/action plans could be grounds for formal discipline.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 The purpose of this procedure is to provide an orderly method for resolving grievances. The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest possible level. There shall be no suspension of work or interference with the operations of the Library. Meetings or discussions amongst bargaining unit members and/or with representatives involving grievances or the procedures set forth hereafter shall occur on Employer time with approval of Employer.

16.2 For the purposes of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

**Step 1**
Employee, Union Representative, and Immediate Supervisor

If any employee has a grievance, the employee and/or Union representative shall first discuss it with the employee’s immediate Supervisor within thirty (30) calendar days from the date the employee knew or reasonably should have known of the facts that constitute the problem. The Employer may designate an additional representative of management to be present at this Step 1 meeting. The Supervisor shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

**Step 2**
Employee, Union Representative, and Division Director, or Designee

If the matter is not resolved to the employee’s satisfaction at Step 1, the Union Representative shall reduce the grievance to writing, which shall contain a description of the alleged problem, specific section of this Agreement allegedly breached, date of its occurrence and requested remedies sought by the grievant and shall present same to the Division Director, or designee, within fourteen (14) calendar days of the immediate Supervisor’s decision. A conference between the employee, Union Representative, and the Division Director, or designee, shall be held within fourteen (14) calendar days of receipt of the grievance. The Division Director, or designee, shall issue a written reply within fourteen (14) calendar days following the grievance conference.
Step 3
Library Director, or
Designee, Employee, and
Union Representative

If the grievance is not settled in Step 2, the grievance shall be referred in writing to the Library Director, or designee, within fourteen (14) calendar days from the receipt of the written reply from the Division Director, or designee. The parties shall meet within fourteen (14) calendar days from the date of the receipt of the written notice for the purpose of resolving the grievance. However, if mutually agreed to, the Library Director, or designee, may elect to offer a written response to the grievance in lieu of the meeting. The Library Director, or designee, shall issue a written reply within fourteen (14) calendar days of the meeting between the parties or after receipt of the grievance.

Step 4
Arbitration

The Union shall give written notice to the Library Director of its intent to submit a grievance to arbitration within fourteen (14) days of receipt of the Library Director’s decision. Within fourteen (14) days of the Union’s request to arbitrate, a representative of the Union and the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of seven (7) arbitrators from the American Arbitration Association (AAA). The list shall be limited to arbitrators from Washington, Oregon, Idaho and Montana. Upon receipt of the list, the two representatives shall meet within fourteen (14) calendar days to alternately strike names until one name remains; the person winning a coin flip shall designate who strikes first. Both parties agree to evenly share the cost of the arbitrator, including the cost of a court reporter. Each party must also pay any other cost of representation (including attorney fees) at its own expense. The decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

16.3 Appeals to Discipline

An employee has the right to appeal a disciplinary action (See 15.1) through the prior steps of the grievance procedure starting at Step 1 of the grievance procedure and moving up to the Library Director. Only terminations or disciplinary actions resulting in loss of wages can be appealed beyond the Library Director to Step 4 (Arbitration). Any grievance on a disciplinary matter other than suspension, demotion or discharge shall not proceed to arbitration and shall be held in abeyance and be subject to resolution by arbitration only if such prior discipline is being relied upon by the Employer in the case of a subsequent disciplinary action, in which case
the grievance which was held in abeyance will be decided at the arbitration of the subsequent disciplinary matter. Employees on probation may not appeal any disciplinary action.

16.4 If either party has failed to process the grievance in accordance with the procedure and time limits set forth herein, the following respective penalties shall apply:

The Union shall have been deemed to have withdrawn the grievance;

The Employer shall have been deemed to have forfeited the right to that step of the grievance procedure and the grievance shall be automatically advanced to the next step. All time lines set forth in this grievance procedure may be extended by mutual agreement of the parties.

ARTICLE 17 VACATION LEAVE

17.1 The amount of vacation time is determined by position. Current vacation rates are:

Bargaining Unit Members 192 hours per year

17.2 Part-time employees earn vacation time at the same rates as full-time employees, but on a pro-rated basis. Part-time employees may take vacation time equivalent to their normally scheduled hours during a week, but will not exceed them.

17.3 The library operates on a first-come, first-serve basis for leave requests. Where 2 or more bargaining unit members request vacation leave for the same or overlapping periods of time, the library will base approval of leave on Seniority per Article 6. However, Supervisors may not always approve requested vacation times. Certain dates for leave are in high demand; employees should consider others’ needs when requesting vacation.

17.4 Vacation time may not be taken in increments of less than fifteen minutes (0.25 hours).

17.5 No more than 240 hours (30 days full-time equivalent) of vacation time may be carried over beyond the end of each calendar year (December 31) unless the employee has made a request to use the vacation leave prior to December 31 and has had that leave request denied or a request has been approved in writing by the Supervisor.

17.6 If an employee has more than 240 hours of earned vacation time and leaves the library for any reason, only 240 hours will be paid.

ARTICLE 18 SICK LEAVE

18.1 Accumulation of Sick Leave

18.1.1 All full-time employees accumulate sick leave time at the rate of 8 hours per month, beginning after the first complete month employed. All part-time
employees earn sick leave on a pro-rated basis at the same rate as full-time employees.

18.1.2 Employees may allow sick leave to accumulate to a total of 960 hours.

18.2 Use of Sick Leave

18.2.1 Sick leave may be used for illness or for medical and dental appointments scheduled during an employee’s normal work time. It may also be used for psychiatric or psychological counseling sessions. Employees may use sick leave for themselves or for the illness of a relative or household member. A "relative" is defined as spouse, parent, parent-in-law, sibling, child, stepchild, foster child, grandchild, grandparent, domestic partner, family of spouse or domestic partner or any person living with or legally dependent upon the employee.

18.2.2 It is the employee’s responsibility to ensure that the Supervisor has been informed of an absence due to illness. Unless the absence is due to an unforeseen emergency, it should be reported to the Supervisor at least one hour before a morning shift or three hours before an afternoon or evening shift.

18.2.3 If an employee is ill during a scheduled period of vacation, those hours may be charged to sick leave if requested in writing and approved by the employee’s Supervisor.

18.2.4 If an employee does not inform the library of an absence due to sickness, the time may be regarded as unauthorized leave and the employee may receive disciplinary action.

18.2.5 The library may request a physician’s slip for any sick leave taken if the employee is using the leave regularly or excessively. A medical certificate may be required when there is cause to suspect sick leave abuse.

18.2.6 Care of family members as defined and in accordance with the Family Care Act, WAC 296-130 and/or Family Medical Leave Act (FMLA).

18.3 Sick Leave Conversion

18.3.1 Any full-time or part-time employee who has accumulated in excess of sixty (60) days (480 hours) of sick leave at the end of the calendar year may elect to convert up to ten 8-hour days (80 hours) of that excess with one of the following options:

A. Conversion in the form of payment for up to 80 hours of sick leave accumulation to be included in the March paycheck. The hours will be valued at 20%. (This adds up to 16 hours extra pay to the check).
B. 20% of up to 80 hours converted to accumulated vacation time. This converts up to 16 hours to accumulated vacation time. This converted time then “becomes” earned vacation time and is subject to normal vacation time policies and procedures, including the provision to pay employees for accumulated vacation time upon termination of employment.

18.3.2 Sick leave is only converted in 8-hour increments.

18.4 Sick Leave Reimbursement Upon Resignation or Retirement

The library will reimburse employees for any accumulated sick leave above 480 hours when they resign or retire from their positions up to a maximum of 960 hours. The hours will be valued at 20% and the payment for those hours will be transferred into the employee’s Health Retirement Account (HRA).

ARTICLE 19 BEREAVEMENT LEAVE

19.1 Bereavement leave with pay will be granted by the library for the death of a relative or family member, including domestic partner. Up to five (5) days of bereavement leave will be granted for in-state deaths; up to seven (7) days of bereavement leave will be granted for out-of-state deaths.

19.2 Bereavement leave may not be used more than seven (7) days beyond the date of the funeral. Up to five (5) days of sick leave may also be used after bereavement leave. Additional sick leave may be used with supervisor’s approval.

ARTICLE 20 FUNERAL LEAVE

20.1 For employees attending the funeral of a close friend or a coworker, three (3) hours of leave with pay will be granted to attend the funeral. Additional time required to attend a funeral may be covered by vacation or made up at the supervisor’s discretion.

ARTICLE 21 JURY DUTY AND TRIAL SERVICE LEAVE

21.1 Employees are entitled to pay equal to their regular salary if called for jury duty or subpoenaed as a witness due to their KRL employment.

ARTICLE 22 MISCELLANEOUS LEAVE

22.1 Leave Without Pay

22.1.1 Leave without pay will be granted for the following reasons:

A. Family and medical leave (Article 22.3)
B. Military leave (Article 22.4)
C. Domestic violence leave
D. Military family leave (Article 22.4)

22.1.2 Leave without pay may be granted for a leave of absence. A leave of absence is time without pay permitted by the Employer under certain circumstances when all appropriate paid leave benefits have been used. The Employer reserves the right to grant, modify or deny any requests for a leave of absence.

A leave of absence is a privilege that the Employer may extend to regular full-time and part-time employees for specific periods of time, on a case-by-case basis, with regard to the service needs of the Employer. Such leave may be granted for personal, educational or any other reason approved by the Employer.

22.2 Emergency Closure Leave

If branches are closed due to inclement conditions, staff who are scheduled to work during the closed hours will receive their regular pay.

22.3 Family and Medical Leave

Family and Medical Leave will be provided consistent with the Family and Medical Leave Act, the Washington State Family Care Act and the Washington State Pregnancy Disability Act.

22.4 Military Leave and Military Family Leave

The Employer provides leave for military service as recognized under federal and state law. The Staff Manual contains details concerning such leave.

22.5 Medical Coverage

Employees may elect to maintain medical coverage during a leave of absence, but this coverage must be paid by the employee in advance of the premium date.

22.6 Leave Without Pay Request Process

All leave without pay requests must be in writing through the employee’s Supervisor to the Director as soon as the need for such leave is known. The request shall contain the reason for the leave, the expected duration of the leave and the date the employee will return to work. Failure of the employee to return from an approved leave of absence on the agreed-upon date or to make other arrangements acceptable to the Director shall result in a presumption of voluntary resignation unless involuntary and/or unavoidable circumstances exist. It is the employee’s responsibility to provide proof of the involuntary and/or unavoidable circumstances to the Director.
22.7 Unpaid Holidays

Under Washington law, employees are entitled to up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious holiday.” The Staff Manual contains details concerning such holidays.

ARTICLE 23 HOLIDAYS

23.1 The following holidays are recognized by the Employer:

- New Year’s Day January 1
- Martin Luther King Jr.’s Birthday Third Monday in January
- Presidents’ Day Third Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veterans’ Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day After Thanksgiving Fourth Friday in November
- Christmas Eve December 24
- Christmas Day December 25
- One (1) Personal Holiday

23.2 Full-time employees receive paid hours for all holidays; part-time employees receive pro-rated paid hours. Employees who have worked for the Employer for more than six (6) months are granted one (1) personal holiday during the calendar year.

23.3 In addition to the one (1) personal holiday provided in Article 23.1, employees shall receive two (2) additional personal holidays for calendar year 2017.

ARTICLE 24 COMPENSATION AND CLASSIFICATION

24.1 The Employer agrees that, for the duration of this agreement, step increases will be 2% for those employees not at the top of their pay range. Salary ranges and steps are included in Appendix X of this agreement.

24.2 The Employer is seeking a property tax levy lift in November 2017. If the lift fails the following compensation changes will apply:
Effective January 1, 2018, a one (1) percent general wage increase, plus one personal holiday in addition to the one specified in 23.1 for 2018 only. Effective January 1, 2019, a one (1) percent general wage increase, plus one personal holiday in addition to the one specified in 23.1 for 2019 only. Effective January 1, 2020, a one (1) percent general wage increase, plus one personal holiday in addition to the one specified in 23.1 for 2020 only. If the Employer grants a general salary increase to any other group of employees during 2018, 2019 or 2020 exceeding one (1) percent, the same increase will be extended to members of this bargaining unit.

24.3 If the property tax levy lift passes in November 2017, the following compensation changes will apply:

Effective January 1, 2018, a one (1) percent general wage increase. If the Employer grants a general salary increase to any other group of employees during 2018 exceeding one (1) percent, the same increase will be extended to members of this bargaining unit. In addition the Employer agrees to conduct a market study, starting as soon as possible after the levy lift has been certified. The Employer agrees to share a draft of the Request for Proposals (RFP) for consultants to conduct the market study with the Union prior to publication and provide the Union as opportunity for input concerning the content of the RFP. Once the results of the market study are final, the Employer and Union agree to a reopener in the second half of 2018 to bargain the implementation of the market study and any general wage adjustment for 2019 and 2020. The Employer shall not reduce salaries as a result of the market study.

24.4 An employee reassigned to fill the duties of a higher job classification for a period of twenty (20) or more consecutive work days will be compensated at the first step of the salary range in the higher classification that represents a salary increase to the temporarily reassigned employee.

ARTICLE 25 LEAD WORKER ASSIGNMENT AND PAY

25.1 Lead Worker, Duties Defined

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules and making such reports as may be required to supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Employees directed by the Lead Worker can be either in or outside of the bargaining unit. An employee assigned to be a Lead Worker will not impose or effectively recommend formal discipline, i.e., a written warning.

25.2 Lead Worker Assignment, Selection, Modification, Termination
Assignment and selection of Lead Workers shall be at the sole discretion of KRL. An employee continuously assigned as a Lead Worker for one year or more shall be given ten (10) day’s notice prior to the termination of such an assignment.

25.3 Lead Worker Pay

Employees assigned to perform Lead Worker functions shall be compensated at the rate of 4% above their base salary during the period of that assignment.

ARTICLE 26 HEALTH AND WELFARE/RETIREMENT

26.1 PERS Retirement

Kitsap Regional Library follows the provisions of the Public Employees’ Retirement System.

26.2 Tax Deferred Compensation.

26.2.1 The library participates in several identified tax deferred compensation plans administered by a private company. Under this plan, employees may have a portion of their salary deducted and transferred directly into investments as a tax shelter. This money is not subject to withholding taxes. The Administrative Services Division has information on these plans.

26.2.2 Although the library allows employees to participate in this plan as a benefit of employment, investments under this plan will be handled as a private matter between the employee and the investment counselor. Time spent in meetings with investment counselors must be on the employee’s own time.

26.2.3 The library does not endorse any private deferred investment plans nor does it assume any responsibility, financial or otherwise, for the performance of such plans.

26.3 Health Care and Related Insurance Coverage.

The Employer participates in insurance plans that offer medical, dental, vision, long-term disability, employee assistance and life insurance. The Employer will pay 100% of the premium for dental, vision, long-term disability, employee assistance and life insurance for each benefits eligible employee as defined in Section 1.2(D)2. The Employer will pay not less than 75% of the premium of the least expensive plan health care insurance policy offered to benefits eligible employees, with employees responsible for the difference payable through payroll deduction. Insurance plans offered by the Employer and the actual amount of the Employer contribution will be determined annually by KRL Board of Trustees. Benefits-eligible employees may elect dependent coverage, except for spouses, for an extra cost and have the premiums deducted from their paycheck.
26.4 Health Care Reimbursement Arrangements.

The Employer will establish for each eligible employee a Health Reimbursement Account (HRA) to provide tax-free defined contribution account to help eligible employees pay for medical, dental, vision and tax-qualified long-term care non-covered health care expenses not paid for by insurance. The KRL Board of Trustees will determine annually the amount the Employer will contribute to each eligible employee’s account. A portion of the contribution may depend upon the Employee participating in certain preventive-care activities.

26.5 Optional Supplemental Insurance and Reimbursement Arrangements.

The Employer may at times offer eligible employees optional insurance plans to help with health care issues. Eligible employees, who elect to participate in these plans, will be responsible for paying the full premium or fees associated with these plans. Such plans may include, but are not limited to, Flexible Spending Accounts, Supplemental Health Insurance and Short-Term Disability Insurance.

26.6 Conditional Reopener for Affordable Care Act

The parties agree to reopen Article 26 in 2018 and/or 2019 for the purposes of compliance with the Affordable Care Act or if reasonable projections indicate that the ACA’s excise tax ("Cadillac Tax") limits will be triggered in 2020.

ARTICLE 27 ENTIRE AGREEMENT

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

27.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of the right and opportunity, are set forth in this Agreement.

ARTICLE 28 SAVINGS CLAUSE

28.1 Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the invalidated portion shall be subject to immediate renegotiation.
ARTICLE 29 TERMS OF AGREEMENT

29.1 This Agreement shall be in full force and effect from January 1, 2017, through and including December 31, 2020. Either party may request negotiation of a successor Agreement no sooner than ninety (90) days and no later than sixty (60) days prior to the termination of this Agreement by submission of said request in writing to the other party. Upon such notice being given, negotiations shall begin as soon as practical.

29.2 The terms of this Agreement shall become effective January 1, 2017, and shall remain in effect through December 31, 2020.

In witness whereof the following parties have executed this agreement:

WASHINGTON PUBLIC EMPLOYEES ASSOCIATION/UFCW LOCAL 365:

Ken Stanford, WPEA/UFCW L. 365, President

Lane Hatfield, CAD

Date Signed: 1/10/18

KITSAP COUNTY RURAL LIBRARY DISTRICT:

Katie Walters, Board of Trustees, President

Terri McKenzie, Board of Trustees, Vice President

Date Signed: 12/19/17