

FORT VANCOUVER REGIONAL LIBRARY 2013-2016

COLLECTIVE BARGAINING AGREEMENT

by and between the

Washington Public
Employees Association
UFCW Local 365

and

Fort Vancouver
Regional Library

Effective September 1, 2013
through December 31, 2016

Washington Public Employees Association



Est. 1956 | UFCW Local 365

Washington Public Employees Association

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This Agreement is by and between the FOR VANCOUVER REGIONAL LIBRARY DISTRICT, hereinafter referred to as the "Employer," and the WASHINGTON PUBLIC EMPLOYEES ASSOCIATION, UFCW Local 365 hereinafter referred to as the "Union."

PREAMBLE

The Employer and the Union agree that efficient, effective and uninterrupted library service is a primary purpose of both Parties. The wages, hours and conditions of employment for employees covered by the Agreement and the procedures, which it establishes, are intended to contribute to the continuation of positive employee relations and to be, in all respects, in the public interest.

The Union as to its obligations shall share equally with the Employer the responsibility for administering the provisions of the Agreement.

ARTICLE I

RECOGNITION

SECTION 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. 2124; namely, regular full-time and regular part-time office, clerical and nonprofessional employees, hereinafter referred to as "employees." Excluded: All supervisors, professional librarians, and confidential employees as defined by law, provisional part-time, substitute, and temporary employees as permitted by law and as defined below.

SECTION 2

Definitions

A. Bargaining Unit Employees:

1. Regular full-time employee: An employee working a schedule of forty (40) hours per week.
2. Regular part-time employee: An employee working a schedule of at least seven (7) but less than forty (40) hours per week.
3. Floater employee is a regular full-time or part time employee who may be assigned to multiple locations and a variable schedule. Bargaining Unit positions at the signing of this contract will not be converted to floaters without the Union's approval.
4. Substitute employees who work more than three hundred and fifty (350) hours in a calendar year will have collective bargaining rights.

B. Other Employees

1. Provisional part-time employee: An employee working a regular schedule of less than seven (7) hours per week or an irregular schedule of less than fifteen (15) days per calendar quarter.

2. *Substitute employee:* An employee hired into a position created to fill the need to replace an absent regular full-time or regular part-time employee, the need for which will be determined solely by the Employer.
3. *Temporary employee:* An employee hired to work a full- or part-time schedule for a period of up to six (6) months, who has no reasonable assurance of year-to-year employment. When all efforts to utilize bargaining members for additional work is exhausted, the Employer has the right to assign temporary employees to perform bargaining unit work when there are emergencies, short handedness of bargaining unit personnel due to sick leave, vacations, disabilities and/or other circumstances causing the absence of bargaining unit employee(s).
4. *Probationary employee:* all bargaining unit members shall be subject to a probationary period during the first six (6) months of employment. The Employer has the right to extend the probationary period for an additional six (6) months with an improvement plan included, in which case written notice will be provided to the Union. A probationary employee during the first six (6) months or during the additional six (6) month probationary extension is subject to termination without cause and without any recourse. All employees retained after the expiration of their probationary period shall become regular status employees. An employee who is recalled from layoff to his/her previous classification shall not be required to undergo a probationary period upon recall unless he/she has not completed his/her probationary period prior to layoff.

SECTION 3

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.

SECTION 4

The employee has a right to a union representative at any investigatory interview that the employee reasonably believes might result in disciplinary action to the employee, or if the conversation could adversely affect their condition of employment, as provided by law. The role of the union representative is to provide assistance and counsel to the employee, but the representative may not disrupt nor obstruct the interview nor bargain with the employer about the substance of the interview.

SECTION 1

- A. The Employer agrees that all employees who are covered under this Agreement shall, as a condition of employment, within thirty-one (31) days from the date of the signing of this Agreement, become and remain members of the Union in good standing, except as provided below.
- B. In order to provide employees the right of nonassociation with the Union because of the employee's bona fide religious tenets or teachings of a church or religious body of which the employee is a member, such employees shall pay an amount of money equivalent to regular monthly Union dues and fees to a nonreligious charity, which is mutually acceptable to the employee and the Union. In the event the employee and the Union disagree on either the eligibility for nonassociation payments, or the charity to which the equivalent fees are to be paid, either Party may petition the Public Employment Relations Commission for a decision, which shall be binding on both Parties. In all cases of nonassociation, the employee shall furnish written proof on a monthly basis that such dues equivalent payments have been made.
- C. In the event an employee fails to maintain his/her Union security obligation by the payment of nonassociation fees or the regular payment of dues, the Union will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy, and that failure to meet such membership obligation will result in termination of employment within five (5) days.

Section 2

The Employer will furnish the Union on a monthly basis 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). The notice should be sent to the main office of the Union.

SECTION 3***Dues Check Off***

At the option of any unit employee upon his/her written authorization submitted by the Employee, the Employer will deduct from the pay of such employee the monthly amount of union dues, as certified by the Union, and will forward such dues monthly to the main office of the Union. Such written authorization may be revoked by the employee at any time by written notice to the Employer and the Union. Should an employee have no earnings in a pay period when dues are normally deducted, the Union shall be responsible for collecting dues from that person. The Union shall give the Employer thirty (30) days advance notice of any change in the amount of dues or fees to be deducted.

SECTION 4

Bulletin Board

The Employer shall provide a bulletin board at each Library Branch or building for the Union's use in an area conveniently accessible to bargaining unit employees. The Union will maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 3

NON-DISCRIMINATION

SECTION 1

Union Activity

There shall be no discrimination by the Employer or the Union against any employee for belonging to the Union or engaging in legitimate Union activity.

SECTION 2

Non-Discrimination

Neither Party shall discriminate in matters of hiring, training, promotion, transfer, layoff, discipline, dismissal or otherwise because of age, gender, sex, marital status, race, creed, color, religion, national origin, political affiliations, sexual orientation or perceived sexual orientation, place of residence, the presence of any sensory, mental or physical disability, genetic information, obligation for service in the Armed Forces, or whether a disabled or Vietnam Era or other protected veteran, or because of the participation or lack of participation in Union activities, or any other status protected under applicable local, state or federal law, unless based on a bona fide occupational qualification in accordance with the provisions of RCW 49.60.180 and Title VII of the Civil Rights Act of 1964.

The Human Resources Director has been appointed the Equal Opportunity Officer and will be responsible for monitoring employment practices. 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.

SECTION 3

Harassment

- A. It is the intent of the Parties that all employees work in an environment where the dignity of each individual is respected. Harassment because of an individual's age, gender, sex, marital status, race, creed, color, religion, national origin, political affiliations, perceived sexual orientation, place of residence, the presence of any sensory, mental or physical disability, genetic information, obligation for service in the Armed Forces, or whether a disabled or Vietnam Era or other protected veteran, or other status protected under applicable local, state or federal law is unacceptable.
- B. The Employer agrees to include coverage of sexual and other forms of harassment in its training and employee orientation programs. The Employer agrees to include no less than two (2) Union members in an ongoing training committee to develop specific training programs, training schedule, and training evaluation methods.

- C. *Workplace Behavior*: All parties agree that the social and economic well-being of the organization is dependent upon healthy and productive employees. Workplace bullying, abuse and harassment can create a hostile work environment and cause an employee to be less productive and endanger their own health.

ARTICLE 4

UNION REPRESENTATIVES

SECTION 1

Union Representatives

- A. Shop Steward duties may include investigation of grievances, or complaints which might become grievances; serving as a third-party witness on behalf of unit employee(s) in grievance meetings with the Employer; communication with the Employer's representatives on behalf of unit employees when requested by the employee. Such activities can be carried out on work time with a limit of three (3) hours per week per Shop Steward, with an aggregate of nine (9) hours per week at reasonable hours upon first notifying the Employer and without unduly interfering with the progress of work. Time not used by Shop Steward each week will not accumulate. If an activity becomes time consuming and the Employer believes it is affecting the employee's job, the Employer will contact the Union and a resolution will be negotiated.
- B. An authorized representative of the Union, other than Shop Steward, shall have the right to investigate concerns with unit employees at reasonable hours upon first notifying the Library's Human Resources Director or the Executive Director's designee for approval purposes, without unduly interfering with the progress of work.
- C. The Union shall advise the Employer, in writing, of the names of their authorized Staff Representative and Shop Steward. The Employer will notify the direct supervisor of Shop Stewards. However, the Shop Stewards are responsible for notifying their direct supervisors of any time away from regular scheduled work time to perform union related duties as described in sub-section (a).

SECTION 2

New Member Orientation

The Union Staff Representative will be provided a list of all new employees coming into the bargaining unit each month. An hour will be allocated as part of the new hire orientation for a Union representative to meet with new bargaining unit employees. This hour may occur during the employee's and the Union representative's work time.

ARTICLE 5

HEALTH AND SAFETY

SECTION 1

The work place shall be in compliance with the standards set by the Washington State Department of Labor and Industries, and other applicable state and federal laws.

SECTION 2

The Employer acknowledges its obligation to strive to provide a work environment that is safe, free from hazards, and environmentally responsible. The Employees have a duty to work in a safe manner, follow the Employers' safety rules and procedures and to report unsafe conditions or acts to their supervisor or another supervisor if their own is not available. The Employer has the responsibility to investigate as promptly as possible the condition or act and to take any necessary corrective action.

Within ten (10) days of when the unsafe condition or act is reported to the supervisor, the Employer will either take any necessary action to correct the unsafe condition or inform the employee what steps are being taken to investigate and determine what action, if any is necessary to correct the unsafe condition. If the employee believes, in good faith, that the situation is not being adequately addressed in that time period, the employee may contact the Human Resources Director and WPEA. All grievances under this article shall begin at Step 2 of Article 15, but will be held in abeyance pending the outcome of any complaint filed with the Washington Department of Labor and Industries.

When an employee believes, in good faith, that circumstances exist that constitute recognized hazards that are causing or are likely to cause death or serious injury, the employee shall report the circumstances immediately to their supervisor or, in the supervisor's absence, to the Human Resources Director. No employee shall be required to continue working under such circumstances and, if other suitable work in the employee's job classification is available, the employee will be assigned other duties no later than the beginning of the next workday and continuing until such time as the safety hazard is investigated and necessary corrective action is taken. If no other suitable work is available in the employee's job classification, the employee may be reassigned to other available duties, provided that the employee shall be paid at the higher of his/her regular rate or the rate appropriate to the assigned duties.

There will be no retaliation against an employee who, in good faith, refuses to work or files a grievance pursuant to this article.

SECTION 3

Boot Allowance

The Employer will provide Safety Boot Allowance of One Hundred and Fifty Dollars and No Cents (\$150.00) per two (2) years to employees regularly assigned to the following classifications: Maintenance Assistance, Courier, Facilities Assistant, and Facilities Specialist. The safety boots have to be steel toed to provide adequate protection. Employees under safety-sensitive classifications are required to wear safety boots when performing certain job duties. Failure to do so may result in disciplinary action.

SECTION 4

The Employer agrees to strictly follow the guidelines of the Material Safety Data Sheet (MSDS) in order to avoid using harmful products at the workplace and protect employees' health and safety. The Employer also agrees to strive to

use no materials that are harmful to the employee's health, for example Volatile Organic Compounds (VOC). The Safety Committee will work on procedures to review materials being used to ensure safety of employees and patrons

ARTICLE 6

SENIORITY

- A. Seniority is the length of continuous employment of an employee with the Employer.
- B. Seniority shall be determined based on actual straight time hours compensated. Time spent in leave without pay status will not be included in the calculation of seniority, except when the leave without pay is taken for:
 - 1. Military leave; or
 - 2. Compensable work-related injury or illness leave; or
 - 3. Approved educational leave; or
 - 4. Reducing the effects of layoff.
- C. The Employer shall post a current seniority list of active unit employees each January and July and will send a copy to the Union's Headquarters office.
- D. Bargaining unit employees who exit the bargaining unit shall have three (3) years from departure to revert back into the bargaining unit and shall have their seniority reinstated to the amount of hours they accumulated prior to exiting the bargaining unit.

ARTICLE 7

JOB OPENINGS AND TRANSFERS

SECTION 1

General Statement

Both parties agree that the goal when filling job openings and transfers is to be fair and equitable to the employees who bid and to the organization. In order to achieve this goal, it is important to have consistent hiring practices in place. The Employer and Union agree to the following hiring procedures:

All Job openings in the bargaining unit, whether new positions or vacancies, of seven (7) hours or more per week will be posted first to the Union employees holding bargaining unit positions.

SECTION 2

Open Positions / Hiring

A. POSITION POSTING:

- 1. All position vacancies shall be posted internally for seven (7) calendar days, unless otherwise approved in writing by the Union. Positions will be posted on the intranet, bulletin boards at each branch location as well as sent to all members via email. If an employee is out of the office on leave, the employee must notify the Human Resources office of their contact information in order to receive notification of an opening.

2. The vacancy notice will include position title, pay range, application deadline, and a brief description of the position duties, including, but not limited to, qualifications and necessary skills.
3. Only employees who submit a complete bidding form during the posting period will be considered for the position.

SECTION 3

Definitions

Promotion is defined as a move from a lower classification to a higher classification.

Lateral transfer is defined as movement within the same classification. Employees who have successfully tested within a job classification will not have to re-test for the same job classification regardless of full-time or part-time status. Employees under the same classification, regardless of FTE status, are eligible for lateral transfers, with the exception of employees who are currently on probation or in trial period. Employees who are in discipline status will be reviewed on a case-by-case basis in conjunction with the Union.

Trial period: current bargaining unit members who accept a voluntary demotion to a position in a lower classification, or laterally transferred to a same job classification, or are promoted into a higher classification shall serve a trial period of six (6) months. Current Union members in trial period shall retain all rights of regular status employees except the right to grieve his/her trial status. Trial period is distinguished from probationary period in that trial period is for current Union employees whereas probationary period is for prospective Union members as described under Article 1 Section 2(b)(4).

SECTION 4

Sorting Criteria

The Employer will fill job openings in the bargaining unit utilizing the following criteria and sorting order:

First Sort:

Lateral transfers: regular full-time, regular part-time, and floater Union employees who are not under probation, who have successfully worked three (3) months of their trial period, and are under the same classification regardless of FTE will be given preference to fill openings. Employees who are in discipline status will be reviewed on a case-by-case basis in conjunction with the Union. When more than one employee is eligible under lateral transfer, the employee with the most seniority will be the successful bidder.

Second Sort:

Other regular full-time, regular part-time, and floater Union employees who are not under probation, or in discipline, and are not under the same classification. When more than one employee is eligible under this sorting criterion, the employee with the most seniority who has successfully tested or qualified for the classification will be the successful bidder.

Third Sort:

Union substitutes: when more than one Union substitute employee is eligible under this sorting criterion, the Union substitute employee with the most seniority will be the successful bidder.

Fourth Sort:

Probationary employees.

SECTION 5

Promotional Bids

All promotional bid applications submitted to a hiring supervisor shall include the unit employee's test scores, applicable to the job. The employee may submit previous performance appraisals at their discretion. If the hiring supervisor requests the applicant's previous performance appraisals, Human Resources will notify the applicant and provide them an opportunity to respond. The Employer will have hiring procedures and will administer them fairly and equitably.

SECTION 6

Realistic Job Preview

The Hiring Manager will offer a voluntary realistic job preview to the successful bidder. The successful bidder will have the opportunity to tour the work facility, get to know potential co-workers, understand daily job tasks and supervisor expectations, and ask any questions before accepting the position.

SECTION 7

Reinstatement

During the trial period, should the Employer decide the employee is not performing satisfactorily, he/she shall be reinstated as follows:

- A. By mutual agreement between the employee and Employer, reinstate to a vacant position of the same classification and number of hours within the employee's former administrative unit or community branch, which he/she has the skill and ability to perform. If no such agreement can be reached, then,
- B. By mutual agreement between the employee and Employer, reinstate to a vacant position of the same classification and number of hours, which the employee has the skill and ability to perform, within the organization as a whole. If no such agreement can be reached, then,
- C. Bump to the employee's former position. If it has been abolished, the hours have been reduced, it has been reclassified, or the reverting employee does not have the skill and ability currently required by the position, then,
- D. Bump into the position of the same classification and with hours the same as the original FTE within the employee's former administrative unit or community branch, which the employee has the skill and ability to perform, occupied by the least senior employee, provided that the employee reverting is more senior than the employee being bumped. If this situation does not exist, then,
- E. Bump into the position of the same classification and with hours the same as the original FTE, which the employee has the skill and ability to perform, occupied by the least senior employee within the organization as a whole

(meeting the existing distance requirements as stated in Section 9 of this Article). If no position exists which is occupied by an employee less senior than the reverting employee, then,

- F. Apply the terms of this section, beginning with step 1 for the next lower classification in which the employee previously has held status.

In the above procedure, skill and ability will be determined in a fair and equitable manner.

Employees being bumped according to this article shall have bumping rights as outlined above.

SECTION 8

The Employer agrees not to transfer unit employee(s) beyond a reasonable commuting distance of twenty-two (22) miles unless agreed to by the employee.

SECTION 9

The Employer agrees not to transfer unit employee(s) beyond a reasonable commuting distance of twenty-two (22) miles unless agreed to by the employee.

SECTION 10

When a position is reclassified to a higher classification based on the incumbent working at the higher class for at least six (6) months no trial period will be required.

ARTICLE 8

REVERSION RIGHTS

SECTION 1

The Employer agrees that no employee may revert into a bargaining unit without previous regular status in the unit.

SECTION 2

Employees who revert into the bargaining unit because of elimination of position or reclassification of position downward shall be offered bumping rights based on seniority and ability to do the work. The reversion procedure shall be the same as for layoff.

SECTION 3

An employee may voluntarily revert within thirty (30) days of appointment as long as an appointment has not been made to the previous position.

SECTION 4

An employee authorized to perform the job functions of a higher classification for one (1) hour or more in their shift shall receive the beginning rate of pay for that classification or five percent (5%), whichever is greater, for the time worked at the higher classification.

SECTION 5

An employee who reverts back to the bargaining unit will receive a base hourly rate the same or close to their most recent base hourly rate while working in the bargaining unit.

ARTICLE 9

COMPENSATION

SECTION 1

Employees covered by this Agreement shall have an increase of one and a half percent (1.5%) effective January 1, 2014.

For compensation effective April 1, 2014, the parties agree to meet to negotiate no later than March 7, 2014.

For compensation effective January 1, 2015, the parties agree to meet to negotiate no later than October 31, 2014.

For compensation effective January 1, 2016, the parties agree to meet to negotiate no later than October 31, 2015.

SECTION 2

An employee authorized to perform the job functions of a higher classification for one (1) hour or more in their shift shall receive the beginning rate of pay for that classification or five percent (5%), whichever is greater, for the time worked at the higher classification. Employees who voluntarily participate in a staff exchange program will not receive any change in compensation.

SECTION 3

Employees promoting to a higher classification will receive the beginning rate of the new classification or five percent (5%), whichever is greater.

SECTION 4

Employees moving to a lower classification mandatorily shall receive a salary most comparable to, without exceeding, their current salary or the highest rate in the new classification.

SECTION 5

Employees moving to a lower classification voluntarily shall receive a salary proportionate to their current salary in the new classification.

SECTION 6

Health Benefits

Clark County and Woodland based employees will be provided health insurance through the Kaiser Permanente Core Plan. Library will pay the lower Core HMO premium based on not having the Optional Added Choice, less seven and a half percent (7.5%) per month for employee only, premium less ten percent (10%) per month for employee plus first dependent, and premium less ten percent (10%) per month for employee plus two or more dependents.

Skamania and Klickitat based employees will be provided health insurance through Kaiser Permanente Out of Area Added Choice at the same level offered in 2011. The employee will pay seven and a half percent (7.5%) per month of the lower Core HMO premium for employee only, and ten percent (10%) per month for employee plus first dependent, and ten percent (10%) per month for employee plus two or more dependents. The Library will pay the remaining Out of Area Added Choice premium.

The Employer will continue to provide dental, vision, long-term disability, short-term disability and life insurance.

A Section 125 tax deferred flex benefit will continue to be in place to allow premium contributions to be on a pre-tax basis.

SECTION 7

The employer will provide regular employees with a wellness program administered by a third party.

SECTION 8

Any employee traveling for work purposes, using their personal vehicle, will be compensated mileage at the Internal Revenue Service (IRS) rate. Employees should try to use an Employer-provided vehicle if available before using their personal vehicle.

ARTICLE 10

HEALTH INSURANCE

SECTION 1

The Employer shall continue to offer group medical insurance coverage according to the following eligibility provisions:

- A. Employee-only coverage to regular employees working twenty (20) or more hours per week; and
- B. Full-family coverage to regular employees working thirty (30) or more hours per week.
- C. Employees that fall under subsection (a) above, may elect to cover additional family members at the Employer's own cost.

SECTION 2

The Employer shall continue to offer group dental insurance coverage according to the following eligibility provisions: employee-only coverage to regular employees working twenty (20) or more hours per week and full family coverage to regular employees working thirty (30) or more hours per week.

SECTION 3

The Employer shall continue to offer employee-only group optical insurance coverage to regular employees working twenty (20) or more hours per week.

SECTION 4

Extended coverage: if the insurance carrier will allow it, ineligible employees wishing to extend medical coverage to themselves or other family members may do so by authorizing payroll deductions for the full cost (100%) of the additional premium.

SECTION 5

Prior to changing insurance carriers or accepting any substantial changes in the existing package from the current carrier, the Employer will notify the Union of potential changes at least one hundred twenty (120) days in advance of the deadline for its decision (or within five (5) business days if the Employer receives less than one hundred twenty (120) days' notice from the carrier) and begin negotiations if the Union so requests. If the Union has not agreed to keep Union-represented employees in the same program as other employees no later than thirty (30) days prior to the Employer's deadline for signing the new contract(s) for benefits, the Employer and the Union shall negotiate separate benefit contract(s) for Union-represented employees.

ARTICLE II

RETIREMENT BENEFITS

SECTION 1

The Employer shall make Employer pension contributions to the Public Employees Retirement System for all eligible employees.

SECTION 2

Employee eligibility is determined by the requirements of the Washington State Public Employees Retirement System.

ARTICLE I2

HOURS OF WORK AND OVERTIME

SECTION 1

A. Workweek:

1. A normal full-time workweek shall be five (5) consecutive days of eight (8) hours per day.
2. For scheduling and payroll purposes, the "workweek" is defined as Sunday through Saturday. The Employer intends to maintain a regular and consistent work schedule.
3. All Employees, except designated floaters, shall receive seven (7) calendar days advance notice of a permanent change in their regular work schedule.
4. All "floater" employees will receive their schedule the Friday prior to the scheduled workweek.

The Employer will provide information to WPEA quarterly on the number of substitute hours and floater hours used, the locations, and need for use.

The Labor Management Committee will address concerns regarding the use of Floaters and Substitutes.

B. *Workday:*

1. *Full-time Employees:* A normal full-time workday is eight (8) consecutive hours, excluding the scheduled lunch period.

Full-time Employees will receive a meal break of at least thirty (30) minutes, up to one (1) hour, and two (2) fifteen (15) minutes relief periods. No employee shall be scheduled to work more than five (5) consecutive hours without a meal period. Relief periods shall occur approximately midway during each of the first and second half of the shift.

2. *Part-time Employees:* Regular part-time employees are entitled to one (1) fifteen (15) minute relief period for each four (4) consecutive hours worked, to be observed approximately midway in each half shift. When an employee works three (3) or more consecutive hours, the employee shall be entitled to one (1) fifteen (15) minutes relief period for each such work period.

Other work schedules may be established by mutual agreement between the Employer and the employee.

3. *Traveling Employees:* Employees traveling to and attending a training session or school, in or out of the Library district, at the direction of the Employer, shall be considered to be working a normal workday. Employees who are using their own vehicle to travel for work purposes will be compensated at the Internal Revenue Services (IRS) mileage rate.
4. *Sunday:* Employees required to work on a Sunday will receive an additional ten percent (10%) wage differential. This differential will also apply in cases where the overtime rate is applicable under Section 2 of this article. This section will be discussed annually during the compensation opener, only during the duration of this contract.
5. *Additional Work:* Except in emergencies or for training sessions that have been previously scheduled, no unit employee shall be required to work on a scheduled day off.

The Employer will follow the guidelines of the "Fair Labor Standards Act" when employees voluntarily attend trainings or conferences paid for by the Employer.

SECTION 2

Overtime: All time worked or compensated for by the Employer and performed by the employee in excess of eight (8) hours straight time per day or forty (40) straight time hours per week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay. This includes paid holidays, sick leave, vacation leave, or other compensated leave, provided that

any vacation leave taken and compensated in the week was approved prior to accepting overtime work.

Scheduled non-emergency overtime shall be distributed on the basis of classification and seniority. The Employer shall make a reasonable effort to offer such overtime to the most senior eligible employee who is qualified to perform the job duties within the branch or work unit. When the employee chooses not to work overtime, the Employer shall make a reasonable effort to offer the overtime work in descending seniority to other unit employees. In the event there are no volunteers, the least senior employee(s) shall be required to work the overtime.

Employees working a four (4) day, ten (10) hour shift, or a mutually agreed shift adjustment, will be eligible for overtime after working in excess of forty (40) hours per week.

In lieu of overtime pay, an employee may request compensating time off equivalent to one and one-half (1 1/2) times the actual overtime hours worked. When compensating time is granted by the Library, compensating time may be accrued to a maximum of sixteen (16) hours or more if approved. Scheduling of compensating time off will be by mutual agreement between the Library and the employee.

SECTION 3

The Employer shall offer regular part-time employees extra hours, on the basis of skill, ability, availability and seniority prior to hiring a substitute employee from outside the bargaining unit. Extra hours will be assigned to eligible part-time employees within the branch first.

On a monthly basis, the Chief Shop Steward(s) shall receive a report that shows the requests for substitutes by branch, classification, date, number of hours and rationale for the request.

SECTION 4

Split shifts shall not have a split between working hours of longer than one and one-half hours except by mutual agreement.

ARTICLE 13 EMPLOYEE DISCIPLINE AND DISCHARGE

SECTION 1

The Employer agrees to make certain that employees expectations are clear, attainable and the employee has been given all the tools and resources to be successful.

The Employer may discipline or discharge any post-probationary employee for reasonable and just cause in a manner appropriate to the nature and severity of the problem and designed to achieve correction and avoid recurrence. In cases where the Employer's investigation of a possible disciplinary action involves interviewing an employee whose status may be affected, the employee shall first be advised of the right to have a Union representative present. In such cases, the

employee shall be allowed reasonable time to arrange for Union representation prior to the interview being initiated by the Employer.

Coaching and informal counseling are often effective means of communication before formal counseling or discipline begins.

If after an employee has been forewarned of the possible consequences of his/her conduct or performance and the problem still exist, the following shall be followed in a progressive manner, unless the parties mutually agree otherwise in writing.

- A. *Oral warning.* An oral warning shall not be considered disciplinary action and documentation of such will not be placed in the employee's personnel file, unless attached to subsequent discipline that was issued within one (1) year.
- B. *Written warning.* A written warning shall be issued to the employee by his/her supervisor when an employee demonstrates an undesirable trend in performance or conduct which requires corrective action. A copy of such notice shall be placed in the employee's Personnel file, and a copy sent to the Union. In the event an employee's performance or conduct has been maintained at an acceptable level for one (1) year following the date the written notification was issued, the written documentation shall be automatically removed from the employee's Personnel file and destroyed.
- C. *Suspension without pay.* Suspension without pay may not be for more than five (5) working days.
- D. *Discharge.* It is recognized and agreed that the Employer has the right to discharge an employee for just cause. Should an employee fail to correct the undesirable performance or conduct or in the event of a serious offense as enumerated in Section 5 below, the employee may be discharged. Other steps may be considered prior to discharge, such as demotion or reduction of pay.

SECTION 2

At least six (6) calendar days in advance of any interview or hearing related to potential discipline under subsection (a), (b), (c), or (d) above, the employee or the Union representative shall be given a description of the problem and copies of any documents the Employer will use in the interview or hearing. To the extent possible prior to the interview or hearing the employee or the Union representative will give the Employer copies of any documents the employee or the Union representative will use in the interview or hearing. This does not preclude a meeting with the employee and/or the Union representative for the purpose of sharing such information. The Employer and the Union recognize that it may be necessary to withhold certain information under circumstances where the maintenance of the safety of persons and/or the preservation of the integrity of the investigation requires withholding certain information unless adequate protections are assured. The Employer and Union further recognize that the Employer cannot discipline the Employee without obtaining all the facts and allowing an opportunity for a response.

SECTION 3

The criteria for determining standards for just-cause discipline and dismissal shall include the following considerations:

- A. That the employee was forewarned of the possible consequences of his/her conduct or performance and clear expectations have been discussed and acknowledged by all parties.
- B. That the rule, order and expectation is reasonable and directly relates to the operation of the Library and to the performance or conduct the Employer might properly expect of an employee.
- C. That efforts were made to determine if the employee disobeyed a rule or order.
- D. That the investigation was fair and objective.
- E. That there was satisfactory proof of misconduct.
- F. That the rules were applied without discrimination.

SECTION 4

No prior warning, oral warning, written notification, and/or suspension, shall be necessary if the cause for discharge is criminal conduct on the job or when a thorough investigation determines the severity of the misconduct is severe in nature, at which time, the Union will be notified of the decision to discharge an employee immediately.

ARTICLE 14

LAYOFF AND RECALL

FVRL will maintain a workforce capable of doing the work necessary to perform its responsibilities. If, because of a lack of funds and/or a lack of work, it becomes necessary to reduce its workforce, FVRL will attempt to reach such reduction through attrition and curtailment of hiring. Job sharing, unpaid leaves of absences, transfer and early retirement represent other possible alternatives which may be considered. FVRL shall notify the Union prior to implementing layoffs and the parties shall meet to discuss possible alternatives, within ten (10) working days of being notified of such meeting. Both parties agree there may be subsequent meetings.

The layoff procedure is designed to affect staff in an orderly manner with minimal interference to the work process. Its purpose is to allow an employee whose position is to be reduced or eliminated to accept available employment in the Library District.

Temporary employees and probationary employees will be laid off prior to regular Employees.

SECTION 1

Definitions

Layoff: A layoff is an Employer-initiated action that results in separation from service, reassignment to a lower classification, or reduction in number of hours.

Recall: Recall is the action of re-employment with FVRL from the recall pool after a layoff.

Seniority: For the purpose of layoff and recall, seniority is defined as the length of continuous employment time (based on actual straight time hours compensated).

Bumping: Bumping is the action of taking a position from another union employee with less seniority in the same or lower classification provided that the employee has the skill and ability to do the work.

SECTION 2

Application of the principle of seniority shall apply in the case of layoff, or recall, provided that the employee has the skill and ability to do the work as determined in a fair and equitable manner.

SECTION 3

In the event of layoff, the least senior employee within the classification to be reduced, as defined above, shall be the first laid off.

Employees who are laid off or bumped from their positions shall be provided the following employment options, in descending order, one progressively lower level at a time:

For Clark and Cowlitz Counties:

- A. A vacant position of the same classification and number of hours within the employee's current location, which he/she has the skill and ability to perform.
- B. A vacant position of the same classification and number of hours, which the employee has the skill and ability to perform, within the organization as a whole, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.
- C. An occupied position of the same classification and number of hours, which the employee has the skill and ability to perform, within the organization as a whole, occupied by the least senior employee being bumped, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.
- D. A vacant position or occupied position of the same classification with less hours which the employee has the skill and ability to perform, within the organization as a whole, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.
- E. A vacant position or occupied position of lower classification with the same hours which the employee has the skill and ability to perform, within the organization as a whole, provided the location is within the Clark or Cowlitz counties, unless mutually agreed upon.
- F. If Employees from Clark and Cowlitz counties would like to be considered for a position in Skamania and Klickitat counties, they must say so during the layoff process

For Skamania and Klickitat Counties:

- A. A vacant position of the same classification and number of hours within the employee's current location, which he/she has the skill and ability to perform.
- B. A vacant position of the same classification and number of hours, which the employee has the skill and ability to perform, within the organization as a whole, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.
- C. An occupied position of the same classification and number of hours, which the employee has the skill and ability to perform, within the organization as a whole, occupied by the least senior employee being bumped, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.
- D. A vacant position or occupied position of the same classification with less hours which the employee has the skill and ability to perform, within the organization as a whole, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.
- E. A vacant position or occupied position of lower classification with the same hours which the employee has the skill and ability to perform, within the organization as a whole, provided the location is within the Skamania or Klickitat counties, unless mutually agreed upon.
- F. If Employees from Skamania and Klickitat counties would like to be considered for a position in Clark and Cowlitz counties, they must say so during the layoff process.

In the above procedures, skill and ability will be determined in a fair and equitable manner.

SECTION 4

Recall: The employee in the recall pool with the most seniority shall be given the first opportunity to be recalled; provided, however, that such employee has the qualification and ability for the position to which he/she is to be re-employed. Any notice of re-employment to an employee who has been laid off shall be made by telephone, hand-delivery, return receipt email, or certified mail. The employee is required to keep the Employer advised of his/her current address. Failure to respond within five (5) working days or to report within ten (10) working days of notification to report for re-employment shall result in removal from the recall pool. A reporting date in excess of ten (10) working days may be mutually agreed upon by the Employer and the employee.

SECTION 5

Notice of layoff shall be given to the employee and the Union, in writing, no less than thirty (30) days before the scheduled layoff. If the employer fails to provide thirty (30) days calendar notice, the employee will be paid his/her salary for the days normally worked had full notice been given.

SECTION 6

Any laid-off employee shall remain in the recall pool for a period of twelve (12) months except if removed as noted in Section 4 of this Article.

SECTION 7

Employees moving to a lower classification via the layoff procedure will be assigned to the highest wage rate of the lower classification equal to or close to their present wage rate.

ARTICLE 15

COMPENSATED LEAVE

SECTION 1

Holidays

A. *Definition:* The term "holidays" as used in this Agreement shall mean only those days specified below.

B. Paid Holidays

New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day before Christmas	December 24
Christmas	December 25

C. *Eligibility:* All regular employees shall be eligible for the paid holidays.

D. Holidays compensated but not worked will be paid at regular straight time rates. Eligible part-time employees shall receive holiday pay pro-rated on the basis of their regular work schedule.

1. Holidays falling on a scheduled workday paid for but not worked shall be recognized as a shift worked for the purposes of determining weekly overtime. Employees who work on a holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for each hour worked in addition to the holiday pay.
2. Should a holiday fall on a Sunday, employees normally scheduled to work on that Sunday holiday as part of their regular schedule shall receive the wage differential applicable under Article 7, Section 8, as part of their holiday pay.

3. Should a holiday fall on an employee's scheduled day off, the employee shall have the option to:
 - a. Receive pay for the holiday at straight time in addition to the regularly scheduled workweek. The compensated holiday hours will not be used for computing overtime for the week.
 - or
 - b. Take a scheduled work day off within the same or the immediately following pay period as long as the day is following the holiday. When the day off option is chosen by the employee, the day off taken during the regularly scheduled workweek shall be counted as time worked for purposes of overtime calculation.
4. Should a holiday fall within an employee's scheduled vacation period, the holiday shall not be charged as vacation leave.
5. When specifically requested by an employee, time off with pay for religious holidays may be authorized by the Employer provided that such leave time is made up at the straight time rate within the same workweek as long as it does not conflict with the law. In the event the employee cannot make up the time within the same workweek, the employee and the Employer may agree to a later date or the Employee may use annual leave.

SECTION 2

Sick Leave

- A. An employee will earn sick leave credits to provide income protection for the employee during periods of illness, injury, or incapacitation. Earned sick leave will be maintained in one (1) sick leave account per employee to be used as described in Section 2(d) below.
- B. *Eligibility:* All regular full-time and regular part-time employees shall earn sick leave as follows:
 1. Regular full-time employees will earn at a rate of eight (8) hours per month.
 2. Regular part-time employees shall earn sick leave credits at the same rate as full-time employees prorated to their work schedule.
- C. *Sick leave:*
 1. Earned sick leave shall be credited to the employee on a pro-rated basis commencing on the first day of work. Sick leave shall be earned on all paid regular hours including, but not limited to, vacation and sick leave except during periods of layoff or any unpaid leave.
 2. An employee who has not earned sufficient sick leave may charge sick leave against vacation leave unless make up time is authorized. Such make up time may not be authorized if it results in overtime pay.
 3. Unused sick leave accumulated in one (1) calendar year may be "carried over" to succeeding years.

D. Use of sick leave includes the following:

1. Injury or illness or medical disability of employee that prevents the employee from performing his/her job or constitutes a hazard to the safety or health of him/herself or other employees.
2. Medical, dental, or optical care of the employee and the employee's immediate family (as defined in Section 2(d)(3) below). All such leave must be scheduled and authorized in advance whenever possible. Approval of such leave shall not be unreasonably withheld.
3. Care of family members in accordance with the Family Care Act, WAC 296-130.
4. Death of a member of the employee's immediate family, provided that such leave shall be limited to five (5) working days per incident.

Immediate family is defined as the employee's spouse, domestic partner, son, daughter, stepchildren, foster children, grandchildren, parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, guardian or other person residing with or legally dependent upon the employee.

5. Leave will be provided in accordance with the requirements of the Family Leave Law as defined in RCW 49.78 or other applicable law for care of immediate family.

E. Sick leave shall be paid at the regular rate of pay.

1. Should an employee become ill while on the job and wish to go on sick leave, he/she shall notify his/her supervisor or designee. Failure to do so may result in discipline.
2. Should an employee be unable to report for his/her shift because of illness or injury he/she shall notify, as applicable, his/her supervisor, or designee, prior to his/her scheduled work shift or as soon as possible after the scheduled shift begins. Failure to do so may result in discipline.
3. The Employer may require an employee to provide, upon return to work, written certification from a physician confirming that the employee has been incapacitated for work for the period of absence and is again physically able to perform his/her duties. In addition, certification may be required where the employee has been absent from work for three (3) or more consecutive days or where sick leave abuse can be documented. The Employer may also require a written medical certification for any sick leave absence in which the Employer suspects an abuse of sick leave. Sick leave abuse may include:
 - a. Sick leave is consistently used before and/or after paydays, holidays, days off; or
 - b. When an employee consistently uses all monthly-accrued sick leave balance unless allowed by Federal and State laws.

- c. In instances of suspected sick leave abuse, Employer will give the employee an opportunity to explain the reason for the absences and to demonstrate that no abuse occurred before requiring the employee to provide certification pursuant to Section 2(e)(3) of this Article.
 - d. Sick leave will be granted in increments of not less than one-quarter (1/4) hour.
 - e. In the event of an employee accident on the job that qualified for payment under Industrial Insurance - Medical Aid (Workmen's Compensation), earned sick leave may, at the employee's discretion, be paid equal to the difference between the Workmen's Compensation payment and the employee's regular salary until the employee returns to work or the employee's earned sick leave has been exhausted. If an employee is injured on the job, the employee will receive no loss of pay or leave the day of the injury. If the injury happens during the second half of the employee's shift, the employee will also receive no loss of pay or leave for the day immediately following.
- WPEA will be sent one copy of the Occupational Injury and Illness report form whenever a unit employee becomes ill or injured on the job.
- f. The Employer shall notify the employee in writing prior to requiring a physician's written certification unless certification is needed to assure the Employer that the employee is able to perform his/her duties.

SECTION 3

Vacation

A. Eligible employees will earn vacation as part of compensation for work performed for use following the successful completion of probation.

B. Vacation:

1. Vacation leave schedule for regular full-time employees:

<i>Months</i>	<i>Hours per Month</i>
0-12	8.00
13-36	11.00
37-72	13.00
73-108	15.00
109-180	17.00
181 +	19.00

New employees will take no earned vacation during the first six (6) months of employment, unless negotiated upon hire.

2. All regular part-time employees shall earn vacation leave at the same rate as full-time employees prorated on the basis of their regular work schedule.
3. Earned vacation leave shall be credited to the employee on a pro-rated basis commencing on the first day of work. Vacation leave shall be earned

on all paid regular hours including, but not limited to, vacation and sick leave except during periods of layoff or any unpaid leave.

4. Unused vacation may be accumulated for future use not to exceed two hundred forty (240) hours for regular full-time employees or pro-rated on the basis of an employee's regular work schedule.
5. After completion of six (6) months' continuous employment, employees shall be paid any earned but unused vacation credits at the time of termination.

C. Vacation leave shall be paid at the regular rate of pay.

Should an employee on paid vacation suffer a disability or illness which requires confinement in a hospital or confinement at home under the care of a physician, he/she may apply in writing for sick leave to begin the day following confinement. Written certification from the attending physician will be required. Vacation pay and sick leave shall not be paid for the same period of time.

D. The Employer will establish a procedure for requesting and approving vacation leave. Requests for vacation leave shall be responded to within ten (10) calendar days of the request if the specific dates are within forty-five (45) days of the request.

Vacations shall be mutually scheduled by the Employer and the employee at times which constitute minimum conflict with the work schedule on a first-come, first-served basis, except that if conflicting requests are received before approval but within the same month, the employee with the greater seniority shall have priority. All requests must be in writing.

Approved leave shall not be superseded by a more senior employee.

SECTION 4

Military Leave

Every employee who is a member of the Washington National Guard or of the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps or of any organized reserve of the Army, Navy, Air Force, Coast Guard or Marine Corps or of any organized reserve of the United States will be granted military leave in accordance with state and federal law. Employees who take military leave will have rights to reinstatement, seniority, vacation, layoffs and compensation as are provided by applicable law.

Under Washington law, a public employee is entitled to a paid military leave of absence for a period not to exceed twenty one (21) working days during each year beginning October 1st and ending the following September 30th. Military leave beyond the twenty one (21) days of paid time off will be unpaid. Employees may elect to use accrued vacation, comp time or other available paid time off during the period of military leave. Employees should notify their supervisor and the Human Resources Director as soon as they receive notice of the need to report for military duty and provide the Human Resources Director with a copy of the military orders.

SECTION 5

Jury Duty Leave

Necessary leave is allowed for jury duty for employees. The Employer shall pay the difference between the statutory jury fee and the employee's regular pay.

SECTION 6

Inclement Weather

- A. If an employee is unable to report for work because of hazardous weather conditions, the employee may charge the lost time to available earned vacation leave or elect to be on leave without pay. If the employee has exhausted their vacation leave, they may opt to use sick leave. Such sick leave usage will be valid until December 31, 2014. Both parties will evaluate the effectiveness of sick leave usage for Inclement Weather to determine the continuation of such program.
- B. Employees who report to work as scheduled and who due to inclement weather elect to leave early, shall have the option of using vacation leave, or leave without pay, or making up the time within the same work week if make up time can be scheduled without invoking overtime. During a trial period through December 2014, employees who have exhausted their vacation leave may opt to use sick leave. The Employer and the Union will review the trial period no later than January 2015. It is the intent of the Library to keep facilities open wherever possible. If, however, Management decides to close, bargaining unit employees shall receive pay in the same manner as other employees.

ARTICLE 16

TIME OFF WITHOUT PAY

SECTION 1

All employees requesting unpaid leave must submit a leave without pay request form through the employee's supervisor to the Human Resources Director as soon as the need for such leave is known. If the Employee leave is exhausted while they are off work, the Human Resources Department will mail the form to their home.

All requests for leaves of absence without pay will be considered on a case-by-case basis, unless subject to applicable laws (i.e. FMLA). Leave without pay requests will be considered when the employee has exhausted all other paid leave options unless under involuntary and/or special circumstances. It is the employee's responsibility to provide proof of the involuntary and/or special circumstances to the Human Resources Director before requesting unpaid leave without exhausting paid leave balance. Leaves of absence without pay may be granted by the Employer for any of the following reasons:

- A. *Temporary Disability.* The actual period of a planned or unplanned temporary disability suffered by the employee and associated periods of recovery. A medical doctor's statement will be required regarding such factors as need for leave, estimated duration of leave and that the employee is capable of performing the work to which assigned upon return.
- B. Extended vacation.

C. Educational or personal leave, provided such requests are submitted thirty (30) days in advance, or otherwise mutually agreed upon between the Employer and employee.

Requests for educational or personal leave shall be responded to within ten (10) days of the request.

D. Emergency issues resulting from personal tragedies, disasters or for victims of violent crime.

SECTION 2

An employee returning from a leave of absence shall be reinstated to his/her original job. If the leave of absence is longer than six (6) months, the employee shall be reinstated to his/her original job or one equivalent for which he/she is qualified by reason of skill, experience, ability and physical capacity, unless business necessity dictates otherwise.

SECTION 3

An employee who fails to return from a leave of absence, or fails to request an extension of a leave of absence, by the end of the authorized period, or who accepts other full-time employment while on leave, shall be considered to have resigned and thereby forfeits his/her reinstatement rights.

ARTICLE 17

MANAGEMENT RIGHTS

The management of the Library and the direction of the workforce are vested exclusively in the Employer except as modified by the terms of this Agreement. All matters not specifically or expressly covered or treated by the language of this Agreement shall be administered by the Employer in accordance with such policy and procedure as the Employer shall from time to time determine. Changes in working conditions will be bargained with the Union prior to implementation. Management rights will be implemented in a fair and equitable manner.

ARTICLE 18

GRIEVANCE, CONCILIATION AND ARBITRATION PROCEDURE

The intent of the Employer and WPEA is to resolve disputes at the lowest possible level before it becomes a grievance.

SECTION 1

The purpose of this procedure is to provide an orderly method of settling disputes or grievances arising out of the interpretation or application of this agreement. WPEA, on behalf of a bargaining unit member, or the Employer may initiate action under this procedure. To allow WPEA to conduct a thorough investigation, seek other resolutions with FVRL management and be valid, grievances must be submitted within thirty (30) working days from the date the incident leading to the grievance was known or could reasonably have been known. An employee

returning from leave shall be allowed thirty (30) working days after returning to submit a grievance.

WPEA shall initiate the grievance procedure by making the grievance known in writing to the Human Resource Director. For this purpose the grievance must include the following:

1. Date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
2. Nature of the grievance;
3. Facts upon which it is based;
4. Specific article and section of the agreement that is violated;
5. Specific remedy requested;
6. Steps taken to informally resolve grievance;
7. Name of grievant(s)
8. Name and signature of union representative.

The following steps shall be followed and exhausted before resorting to the next:

Step 1 Human Resources

A meeting with the Human Resources Director shall be held within fifteen (15) working days following receipt of the written grievance. The Human Resources Director shall have fifteen (15) working days from the date of the meeting in which to respond in writing.

Step 2 Executive Director

If at the end of the Step 1 period, the grievance remains unresolved, WPEA has fifteen (15) working days in which to initiate the second step of this procedure by presenting the grievance in writing to the Library Executive Director. A meeting to discuss the grievance shall be held within fifteen (15) working days following receipt of the Step 2 request, and the Library Executive Director shall be allowed fifteen (15) working days from the date of the meeting in which to respond in writing.

Step 3 Mediation

If the grievance is not resolved at Step 2, the Union may file a request for mediation with Public Employment Relations Commission within fifteen (15) days of receipt of the Step 2 decision.

Step 4 Arbitration

If the grievance is not then settled by agreement between the Employer and the Union, arbitration shall be initiated, provided the Union requests such action in writing not more than thirty (30) calendar days after it has received the Employer's written response in Step 2 or fifteen (15) days of the mediation session. The Employer and the Union shall attempt to mutually agree on an Arbitrator within fifteen (15) working days from

filing, and failing to do so the Arbitrator shall be provided by the Public Employment Relations Commission.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon both Parties. Any expenses and fees incumbent to the arbitrator shall be borne by the loser as determined by the arbitrator.

SECTION 2

Steps 1 may be bypassed in any grievance by mutual agreement of WPEA and the Employer. Grievances initiated by the Employer shall begin at Step 2.

ARTICLE 19

STRIKES AND LOCKOUTS

The Employer and the Union recognize 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 term of this Agreement, neither the Union nor the Employer shall cause, engage in or sanction any work stoppage, strike, slowdown, or other interference with library functions. Employees who engage in any of the foregoing actions are subject to disciplinary action. The Employer shall not institute any lockout of its employees during the term of the Agreement.

ARTICLE 20

PERFORMANCE APPRAISALS

SECTION 1

Employees will receive annual performance appraisals. The employee may grieve appraisals only under the following circumstances:

- A. The content is outside the scope of the position.
- B. Confidentiality beyond the supervisory chain and Personnel Department has been breached.
- C. Ratings are for other than the current appraisal period.
- D. Employee had no prior knowledge of items negatively reflected in their appraisal.
- E. The employee is not given a copy of his/her appraisal form.

SECTION 2

The employee may submit a written rebuttal and/or statement on the response to their evaluation which will be attached to their appraisal.

SECTION 3

All current, promotional, transferred or new employees shall receive a copy of the new class specifications and updated job description for their specific position five (5) calendar days after entering the position or five (5) calendar days after the date of final adoption of new specifications and job description, whichever is later.

Employees in probation or trial service will receive a minimum of two (2) appraisals during the probation or trial service period which shall be conducted no later than before the end of the fourth and sixth months.

ARTICLE 21

PERSONNEL FILES

SECTION 1

The Employer shall maintain only one (1) official Personnel file for proper employment purposes for each employee in the Human Resources Office. Employees shall have the right to review the entire contents of their Personnel file upon prior notification to the Human Resource Director. An employee's representative may review an employee's file upon written authorization from the employee.

SECTION 2

Use of or access to an individual employee's Personnel file shall be restricted to the employee, his/her representative as authorized above, the employee's supervisory chain and the Library Human Resource Director or other Human Resources personnel responsible for the maintenance of employment records. The employee's Personnel file will be kept in a confidential manner.

Health and medical information obtained by the Employer will be maintained in a separate, confidential file and access to this information by the Employer will be limited to those persons who legally need to know.

SECTION 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.

SECTION 4

When documents contained in a unit employee's Personnel file or department file are subject to a public disclosure request by the general public, other governmental agencies, or any other person under RCW 42.17, the Employer shall take the following actions:

1. Promptly notify WPEA and all affected employees of the request and provide them a copy.

2. Provide an opportunity to the affected employee, within forty-eight (48) hours of notification by the Employer, to consult on the public disclosure request.
3. Provide each affected employee with a copy of the documents/information from the Personnel file to be disclosed, reasonably in advance of its disclosure to the requesting Party, so that an employee may seek a protective order for the information, where warranted under RCW 42.17.330.

ARTICLE 22

LABOR MANAGEMENT COMMITTEE

The Employer's designees shall include the Executive Director and up to three (3) representatives, unless mutually agreed upon by the Union and Employer. The Union designees shall include a WPEA staff person and up to three (3) unit representatives who shall be allowed reasonable work time to participate in Committee activities.

Employer shall pay the regular salary and mileage reimbursement of the employees who participate in this meeting as designated representatives of WPEA; provided that no overtime or payments other than mileage reimbursement will be authorized or be paid to such employees as a result of participation or travel related to the meeting. If a meeting is held outside regular working hours of a participating employee, the employee may be paid overtime or the employee's normal work shift shall be rescheduled if it is mutually agreed upon between the employee and their immediate supervisor.

The Labor Management Committee shall meet four times a year or when requested by either side to facilitate cooperation between labor and management.

Topics to be discussed will include but not be limited to concerns about safety, in-house training, communications and employment matters as they pertain to unit members.

ARTICLE 23

NEGOTIATION TEAM

SECTION 1

The Employer agrees to allow three (3) unit employees to participate on the WPEA negotiating team and to grant release time for that part of the meeting that falls in their regularly scheduled hours without loss of pay or benefits. The Employer will have three (3) members to participate on the negotiating team.

SECTION 2

Total cumulative paid hours for all three (3) employees will not exceed an aggregate total of one hundred ninety-two (192) hours when negotiating the entire contract and one hundred (100) hours when negotiating a mid-contract compensation adjustment, excluding paid travel time for unit employees who

regularly work in branches located in Klickitat and Skamania counties. Use of release time shall be determined by the Union.

ARTICLE 24 **STANDARDS FOR WORK PRODUCTION**

Standards for work production, if established, shall be in writing, provided to all affected employees, and applied in a consistent manner. Standards may be modified to accommodate individual needs of employees with disabilities.

ARTICLE 25 **STAFF DEVELOPMENT AND TRAINING COMMITTEE**

SECTION 1

The Employer agrees to establish a Staff Development and Training Committee to recommend staff development opportunities and training programs for unit members.

SECTION 2

The Training Committee shall be chaired by the Staff Development Coordinator or Human Resources Director's designee, and shall include no less than two (2) employees selected by the WPEA in a manner to ensure geographic representation. The Library Executive Director will determine the budget amount for the Training Committee.

SECTION 3

The Training Committee will meet at least twice a year.

SECTION 4

The Training Committee will contribute to FVRL's yearly Training Plan including exploration of cross-training opportunities.

ARTICLE 26 **AMENDMENT OF AGREEMENT**

This agreement may be amended at any time during its term, provided both the Union and Employer so consent and specify such amendments in writing.

ARTICLE 27 **SAVINGS CLAUSE**

In the event that any provision of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect. The Parties agree that any invalid provision of this Agreement shall be modified to comply with the existing regulations or laws.

SECTION 1

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

SECTION 2

It is recognized that management is authorized to make and to “post” reasonable Personnel rules of conduct that are not inconsistent with this collective bargaining agreement. These “rules” must be applied uniformly but may be challenged by the Union through the grievance procedure if contrary to this agreement or if they are considered arbitrary, unfair or discriminatory. Personnel rules of conduct will be made available to all employees.

ARTICLE 29**TERMINATION AND RENEWAL**

This agreement shall be in full force and effect from the date signed to, and including, December 31, 2016, with a wage opener in October 2014 and October 2015 as well as an opener no later than March 2014 pursuant to the attached Memorandum of Understanding.

Either party may call for a re-negotiation of any and all parts of the Agreement no sooner than ninety (90) days and no later than sixty (60) days prior to the termination date of this agreement by submission of such request in writing to the other party. Upon such notice being given, negotiations shall begin as soon as practical.

ARTICLE 30**UNION-RELATED
ELECTRONIC COMMUNICATIONS**

SECTION 1

The Employer and the Union acknowledge that the expansion of electronic communications capability and capacity creates new opportunities and issues regarding communications related to their labor/management relationship.

SECTION 2

The Employer and the Union agree upon the following regarding use of Employer-owned electronic communications equipment by Union-represented employees:

A. Union-represented employees may use the Employer’s telephones and email systems for communications with WPEA representatives or WPEA officials for communications related to the administration of the Agreement as follows:

1. WPEA representatives shall have the right to use telephones or email for communications sent to Union-represented employees provided that the

communications are related to administration of this Agreement. Mass distribution is limited to emails to wpeamembers@fvrl.org.

2. Such use must not interfere with use of the equipment for library business purposes.
- B. Union-related electronic communications must comply with the Employer's policies and guidelines.
- C. Such use must not represent or suggest in any way that the communication is a library business communication.
- D. Any WPEA website or other union Internet access site will be the sole responsibility of WPEA.
- E. The Employer is not required to ensure that Union-represented employees have access to library electronic communications equipment or services, unless it is a requirement of their job.

MEMORANDUM OF UNDERSTANDING

BETWEEN

FORT VANCOUVER REGIONAL LIBRARY

AND

**THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION
UFCW LOCAL 365**

Both parties agree to meet and negotiate the following Articles no later than March 7, 2014 to be effective April 1, 2014:

- Article 9, Section 1
- Article 15, Section 1, (b) – Paid Holidays
- Article 15, Section 3, (b), (1) – Vacation

FVRL/WPEA COLLECTIVE BARGAINING AGREEMENT – 9/1/2013 to 12/31/2016

This Agreement has been entered into this 18th day of November, 2013.

FORT VANCOUVER
REGIONAL LIBRARY DISTRICT

By 
Library Board of Trustees Chair

1-21-2014
Date Signed

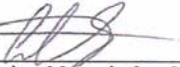
By 
Library Executive Director

WASHINGTON PUBLIC
EMPLOYEES ASSOCIATION

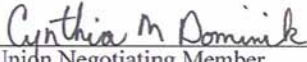
By 
WPEA/UPCW L.365 President

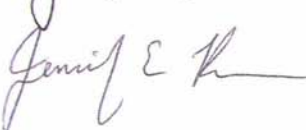
1-2-14
Date Signed

By 
WPEA Staff Representative

By 
Union Negotiating Member

By 
Union Negotiating Member

By 
Union Negotiating Member



MEMORANDUM OF UNDERSTANDING

BETWEEN

FORT VANCOUVER REGIONAL LIBRARY

AND

THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION
UFCW LOCAL 365

Both parties agree to the following Articles:

Article 9, Section 1

Employees covered by this Agreement shall have an increase of one and a half percent (1.5%) retro actively paid back to April 1, 2014

Article 15, Section 1, (b) – Paid Holidays

(b) Paid Holidays

New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day before Christmas	December 24
Christmas	December 25

Article 15, Section 3, (b), (1) – Vacation

Vacation leave schedule for regular full-time employees:

Months	Hours per Month
0-12	11.00
13-36	11.00

37-72	13.00
73-108	15.00
109-180	17.00
181 +	20.00

This Agreement has been entered into this 16TH day of June, 2014.

FORT VANCOUVER
REGIONAL LIBRARY DISTRICT

WASHINGTON PUBLIC
EMPLOYEES ASSOCIATION

By [Signature]
Library Board of Trustees Chair

By [Signature]
WPEA/UFCW L.365 President

6/18/2014
Date Signed

5-28-14
Date Signed

By [Signature]
Library Executive Director

By [Signature]
WPEA Staff Representative

By [Signature]
Union Negotiating Member

By [Signature]
Union Negotiating Member

By [Signature]
Union Negotiating Member

By [Signature]
Union Negotiating Member

It is your responsibility to notify WPEA if
your employment status changes and you
are no longer covered by this contract.



www.wpea.org

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