

Effective January 1, 2021  
through December 31, 2023

Collective Bargaining Agreement  
by and between the

Washington Public  
Employees Association

UFCW Local 365

and the

Kitsap Regional  
Library

# KITSAP REGIONAL LIBRARY 2021-2023

COLLECTIVE BARGAINING AGREEMENT



Washington Public Employees Association

# Bargaining Team

*Olivia Muzzy*

*Jennifer Vaughn*

*Alex Boeddeker*

*Jay Logan*

*Carina Langstraat*

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## **PREAMBLE**

This Agreement is entered into by the Kitsap County Rural Library District, dba Kitsap Regional Library, hereinafter referred to as "Employer," and the Washington Public Employees Association/ UFCW Local 365, hereinafter referred to as the "Union." The Employer and Union agree that their mutual objective is to provide high-quality services (effective, efficient, and uninterrupted) to the citizens of Kitsap County while maintaining a work environment in which all Library employees are treated with dignity and respect and are valued for their individual and team contributions. The parties are committed to working in accordance with the Employer's core values of intellectual freedom, access to information and working together in a spirit of collaboration.

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 that 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 Employee Manual. In cases where there is a perceived difference in intent, this Agreement will supersede the Employee Manual.

## 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. 13168, namely, all full-time and regular part-time employees of Kitsap Regional Library, excluding supervisors, confidential employees, casual employees, temporary employees, interns, and all other employees.

### 1.2 Definitions of Employees.

1.2.1 **Regular full-time employee.** An employee working a schedule of forty (40) hours per week who has passed probation.

1.2.2 **Regular part-time employee.** An employee working a schedule of less than forty (40) hours per week who is not a temporary employee and who has passed probation.

1.2.3 **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, provided the reasons for temporary employment exist past the initial six (6) month appointment. Temporary employees will not be utilized to displace regular bargaining unit positions or to limit the number of positions eligible for inclusion in the bargaining unit.

1.2.4 **Substitute employee.** An employee who does not have a defined schedule and may be available to work for up to sixty-nine (69) hours a month. Substitutes are only eligible to receive benefits mandated by federal and state law. The need for substitutes will be determined by the Employer.

1.2.5 **Benefit Eligible Employee.** The Employer recognizes two types of benefit-eligible employees:

1.2.5.1 **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 seventy (70) hours per month for two consecutive years.

1.2.5.2 **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 may 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 wages an amount equal to the Union membership dues or other fees associated with representation. 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 that they are eligible for Union membership but that membership is not a condition of employment. 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 Dues Deduction.**

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

### **2.4 Dues Cancellation.**

An employee may cancel his or her payroll deduction of dues or fees by written notice to the Union. After the Employer receives confirmation from the Union that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.

### **2.5 Status Reports.**

2.5.1 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 social security number
6. Wage range and step
7. Percentage of FTE
8. Gross wages 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.
10. Whether an employee has a valid payroll deduction authorization card on file with the Employer
11. Whether an employee has given written notice revoking authorization for payroll deduction of Union dues or fees

2.5.2 The Employer will furnish to the Union monthly 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).

2.5.3 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.

2.5.4 The Union and employees will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this section.

2.6 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.

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

3.3 When an employee believes, in good faith, that circumstances exist that constitute recognized hazards that are causing or 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. Employees may request an accommodation until unsafe working conditions are investigated. There will be no retaliation against an employee for requesting an accommodation or filing a grievance pursuant to this article.

3.4 The Employer will determine and provide all Personal Protective Equipment (PPE) necessary.

3.5 With a supervisor's prior approval, the Employer will purchase authorized safety footwear costing no more than two hundred dollars (\$200) every other year for non-office employees in the Facilities Department, including the Purchasing and Delivery Services Department.



## ARTICLE 4. UNION ACTIVITIES

4.1 **Representation.** Employees have the right to representation at an investigatory interview, pursuant to Article 16.4.

4.2 **Access to the Worksite.** An authorized representative, prior to entering any work area not open to the general public, shall notify the Human Resources Department. 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. This section does not prohibit Union business during rest breaks, meal periods, or on the same terms as other de minimis personal activities.

4.3 **Shop Stewards.** Shop Steward duties may include investigation of grievances or complaints which might become grievances, attending grievance meetings with the Employer, and communicating with the Employer's representatives on behalf of unit employees when requested by the employee. Shop Stewards may attend meetings with the Employer during their scheduled work hours without loss of pay, with advance notice to their supervisor. The Union shall advise the Employer, in writing, of the names of its authorized staff representatives and Shop Stewards.

4.4 **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 of 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. Bulletin boards will be located in areas easily accessible to bargaining unit members. If there are objections to the installation, other accommodations will be made by the Employer. Materials posted shall not be derogatory to the Employer.

4.5 **Distribution of Material.** A Union Staff Representative will be allowed, at least once per month, to contact bargaining unit employees at Kitsap Regional Library by email. Communication will be sent to the employee's work email address. This will be used for the purpose of distributing Union information to bargaining unit employees. The Union understands that there is no expectation of privacy in the use of Library work email.

4.6 **New Employee Onboarding.** Thirty minutes will be allocated for a Union Representative to meet with new bargaining unit employees. This meeting may occur during the employee's and the Union Representative's work time.

4.7 **Contract Negotiations.** Up to five (5) employees on the Union's bargaining team will be granted release from work for contract negotiations meetings with the Employer. Union team members will be allowed to take paid leave from scheduled work hours for up to two (2) hours per bargaining meeting for a preparatory meeting with the Union, provided that the Union shall reimburse the Employer for the full cost of employees' wages for preparatory meetings.

## 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 workforce 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 mandatory subjects of bargaining affecting bargaining unit employees, the Employer shall give the Union fourteen (14) days' notice prior to the intended change and, if requested, engage in collective bargaining prior to implementing the proposed change.

## ARTICLE 6. SENIORITY

6.1 Library Seniority is defined as the employee's length of unbroken service with the Employer. Classification Seniority is defined as the employee's length of unbroken service within a job classification.

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:

- 6.2.1 Military leave;
- 6.2.2 Compensable work-related injury or illness leave;
- 6.2.3 Approved educational leave; or
- 6.2.4 Reducing the effects of layoff.

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 Ties.

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

- 1. Longest Classification Seniority;
- 2. By lot.

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

- 1. Longest Library Seniority;
- 2. By lot.

## **ARTICLE 7. LABOR-MANAGEMENT COMMITTEE**

7.1 There shall be a Labor-Management Committee consisting of up to three (3) bargaining unit employees designated by the Union plus the Union Representative or designee and up to three (3) 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, gender expression, gender identity, the presence of any real or perceived sensory, mental or physical disability, genetic information, status as an actual or perceived victim of domestic violence, sexual assault or stalking, citizenship or immigration status (unless required by law), 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 the attention of their supervisor or the Human Resources Department 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. WORKPLACE MISCONDUCT**

9.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that workplace misconduct does not promote the Employer's business or employee well-being and that the well-being of the Employer is dependent upon productive employees. All employees are responsible for contributing to such an environment and are expected to comply with the Employer's standards of conduct, including treating others with courtesy and respect. Misconduct by employees will not be tolerated. Misconduct should be reported to the employee's supervisor and/or Human Resources.

9.2 Misconduct complaints made to Human Resources should be in writing and identified as such. When a complaint is received by Human Resources, the Employer will determine the appropriate form of investigation, if any, and take action that it deems appropriate.

9.3 The Employer agrees to include coverage of sexual and other forms of harassment in its training and employee orientation programs.

## ARTICLE 10. HIRING AND PROBATION

### 10.1 Hiring.

10.1.1 It is the Employer's desire and intent to promote from within the organization before hiring new employees from outside the bargaining unit, provided the employees who apply meet the required skills, qualifications, education, training, experience and/or required certification, as well as have an acceptable level of performance in their current position based on a review of the employee's attendance, performance evaluations, commendations and/or disciplinary notices.

The Employer will advertise job openings in the bargaining unit, whether new positions or vacancies, of ten hours or more per week, by posting internally within the bargaining unit for one (1) week before posting outside the bargaining unit (the "posting period"). The Employer will provide those inside the bargaining unit and who apply within the posting period with the first opportunity to interview for those openings

10.1.2 If a bargaining unit member applies within the posting period and is deemed qualified after interviewing based on a review of the criteria in section 10.1.1, then the Employer will extend the job offer to that internal applicant.

If two or more such bargaining unit members apply to fill a Librarian job opening and are deemed equally qualified after interviewing based on a review of the criteria in section 10.1.1, then the Employer will extend the job offer first to the employee with more Classification seniority in the Librarian classification per Article 6.

If two or more such bargaining unit members are applying to fill a position other than a Librarian position and are deemed equally qualified after interviewing based on a review of the criteria in section 10.1.1, then the Employer will extend the job offer first to the employee with more Library seniority per Article 6.

10.1.3 Bargaining unit employees may still apply outside of the one-week posting period, provided that the vacancy is still open, but they shall be treated as outside applicants for all aspects of the hiring process. The Employer reserves the right to hire the most qualified candidates for openings, whether new or vacant positions and whether the applicant is within the bargaining unit or from outside sources, so long as the provisions of section 10.1.1 and 10.1.2 have been followed.

10.1.4 The Employer seeks to attract and hire the best applicants for positions, whether they are internal or external candidates. As such, the Employer will provide training and leadership opportunities to all Kitsap Regional Library staff, regardless of their bargaining unit status. Kitsap Regional Library will provide opportunities for staff to grow and flourish within the organization.

10.2 **Probationary Period.** The first six (6) months of employment with Kitsap Regional Library for all bargaining unit positions is considered a probationary period. During this time, the new staff member will be learning the job and how Kitsap Regional Library works, and the supervisor will evaluate the new employee. The Employer has the right to extend the probationary period for an additional six (6) months with an improvement plan, in which case written notice will be provided to the Union. During the probationary period, employment is "at will," meaning that either the Employer or the employee may terminate the employee's employment at any time, with or without cause. The separation of a probationary employee is not subject to the grievance procedure.



**10.3 Trial Service Period.** Existing employees hired into a different position shall serve a six (6) month trial service period. The employee may be released from the new position during the trial service period at the discretion of the supervisor, and such decisions shall not be subject to the grievance procedure. Regular full-time or part-time employees may return to the position occupied previously as long as the position is still available. If the position is not available, the employee may either:

1. Return to a vacant position below the employee's previously held salary range, provided the employee has the skills and abilities to perform the position as determined by the Employer; or
2. Request per Article 12.4 to have their name placed on the layoff list for positions in job classifications where they had previously attained regular status.

**10.4 Reorganization.** The Employer reserves the right to reorganize the workforce, including the creation, elimination and modification of positions.

## **ARTICLE 11. PROFESSIONAL DEVELOPMENT**

11.1 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 12. LAYOFF AND RECALL

12.1 **Layoff.** The Employer 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, the Employer will consider alternatives to layoffs, including attrition, curtailment of hiring, job sharing, and other unpaid leaves of absence. The Employer 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.

The layoff procedure is designed to affect staff in an orderly manner with minimal interference to the work process. Temporary employees and probationary employees in impacted job classifications will be separated prior to a regular employee being subject to layoff.

**Layoff.** A layoff is an Employer-initiated action that results in separation from service.

**Recall.** Recall is the action of reinstatement or re-employment after being subject to layoff.

**Seniority.** See Article 6

**Bumping.** Bumping is the action of taking a position from another union employee with less seniority in the same or lower job classification.

12.2 Application of the principle of seniority shall apply in the case of a layoff, or recall, provided that the employee has the skills and abilities to do the work as determined by the Employer. In the event of a layoff, the employee with the least amount of Library Seniority within the job classification to be reduced shall be the first laid off.

12.3 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:

12.3.1 A vacant position of the same job classification within the employee's current location, which the employee has the required skills and abilities to perform.

12.3.2 A vacant position of the same job classification in another location, which the employee has the required skills and abilities to perform.

12.3.3 The position occupied by the employee with the least amount of Library Seniority in the same job classification in any location, which the employee has the required skills and abilities to perform.

12.3.4 A vacant position in a lower job classification in which the employee has the required skills and abilities to perform as determined by the Employer in any location.

12.4 **Recall.** Employees who are no longer working as a result of a layoff will be provided the opportunity to be placed on the layoff list. The employee on the layoff list with the most Library Seniority in the job classification they previously held regular status in will be given the first opportunity to be recalled, provided the employee has the required skills and abilities for the position in which he/she is to be re-employed. Any notice of re-employment to an employee on the layoff list shall be made by telephone, hand-delivery, return receipt email, or certified USPS mail. The employee is required to keep the Employer advised of his/her current mailing and email addresses. Failure to accept a notice of re-employment or to report for work as directed within ten (10) working days shall result in removal from the layoff list.

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

12.6 Any laid-off employee shall remain on the layoff list for a period of twenty-four (24) months except if removed as noted in 12.4 of this article. Employees on the layoff list are required to keep the Employer informed of their updated contact information.

12.7 Employees moving to a lower classification via the layoff procedure will be assigned to their present wage rate in the lower pay grade or the maximum of the pay grade if the present wage is higher.

## ARTICLE 13. HOURS OF WORK

13.1 **Workweek.** Kitsap Regional Library's full-time wages are based on a forty-hour workweek. Part-time members of the bargaining unit's wages 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 employees do not receive overtime pay when they work more than 40 hours in a workweek. Overtime-exempt employees will not be regularly required to work over 40 hours in a workweek.

13.2 **Employee Overtime Classification.** Employees are classified as "exempt" or "non-exempt" in accordance with standards established under state and federal wage and hour laws. The status of a position is determined by legal standards based on the tasks and responsibilities associated with that position.

Non-exempt employees are entitled to overtime pay for any time worked over forty hours during their established workweek. Paid or unpaid time off is not included as hours worked for overtime calculations.

13.3 **Overtime.** According to the federal "Fair Labor Standards Act" and Washington wage and hour law, a non-exempt employee can work only forty hours per designated workweek at the regular pay rate. Any hours worked over forty must be paid at time and a half. By law, overtime is determined on a per workweek basis. As a result, if a non-exempt employee works thirty-nine (39) hours one week and forty-one (41) hours another week, the hours cannot be averaged to forty (40) hours per week to avoid overtime. The employee must be paid overtime for the week in which the forty-one (41) hours were worked. As noted above, paid or unpaid time off is not counted as hours worked for purposes of calculating overtime.

Staff-initiated overtime is not allowed. Non-exempt employees may be requested to work overtime (more than forty (40) hours in a week) only by their supervisor. The supervisor must pre-approve any overtime hours.

13.4 **Schedule Changes.** The Employer will not make changes to an employee's work schedule without two (2) weeks of written notification except in cases of emergency.

13.5 **Flextime.** It may be possible for full-time employees to schedule a standard workweek of four (4) ten(10) hour days instead of five (5) eight-hour days (or other combinations which equal a forty (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 Employer and be approved by both the supervisor and the division director. Where there is an operational need, it may not be possible to grant flextime or variable work site hours for particular employees, including those who work part-time.

13.6 **Work Hours.** Work times are established by supervisors at individual work locations. It is the supervisor's responsibility to use staff time effectively to provide the best possible service to library users.

Employees are usually not expected to work more than five consecutive days within a designated workweek. Kitsap Regional Library values work-life balance and will endeavor to schedule employees with two consecutive days off whenever feasible. The Employer will request volunteers to work on Sunday before requiring that any bargaining unit members work on a Sunday. Employees will not be

regularly expected to work consecutive Saturday and Sunday shifts unless an employee volunteers to do so. Regular, full-time staff scheduled to work on Sunday will not be regularly expected to work more than five (5) hour shifts. Regular, full-time employees that work a five (5) hour shift will be paid for a full eight (8) hours and will be treated as having worked a forty (40) workweek for purposes of this contract. If a regular, full-time employee is scheduled to work less than five (5) hours on Sunday, then they will receive regular time for hours worked.

### **13.7 Rest Breaks and Meal Periods.**

13.7.1 For non-exempt employees, the following provisions supersede WAC 296-126-092 pursuant to RCW 42.12.187:

**Rest Breaks for Non-exempt Employees.** Employees shall be allowed a paid rest break of fifteen (15) minutes for each four (4) hours of working time, which may be taken intermittently. No employee will be required to work more than three (3) hours without a rest break. Rest breaks shall occur such that service to the public is not impaired. Rest breaks may not be used to “make up” missed time and may not be added to meal periods. Employees must report a missed rest break to a supervisor.

**Meal Periods for Non-exempt Employees.** Employees shall be scheduled for an unpaid meal period of thirty (30) minutes for every shift that exceeds five hours in duration. The meal period will typically commence not less than two (2) hours nor more than five (5) hours from the beginning of their shift. Employees working three (3) or more hours longer than an eight (8) hour workday shall be allowed to take one extra thirty (30) minute unpaid meal period. An employee may voluntarily waive their meal period by submitting a written request, which shall be subject to supervisor approval.

13.7.2 Exempt employees may choose to take a paid rest break equivalent to fifteen (15) minutes for each four (4) hours worked, which may be intermittent. Exempt employees shall be scheduled for an unpaid meal period of up to sixty (60) minutes for every shift that exceeds five (5) hours in duration. Exempt employees may request to waive their meal period by submitting a written request, which shall be subject to supervisor approval.

13.8 **Conference and Workshop Attendance.** The Employer will follow the guidelines of the “Fair Labor Standards Act.” When employees voluntarily attend conferences or workshops paid for by the Employer, 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 fourteen (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 seven (7) days prior to the application deadline. The timeline for authorization may be extended by mutual agreement.

## **ARTICLE 14. PERFORMANCE APPRAISAL**

14.1 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 Employer's mission and goals and the Employer's job requirements, utilizing the Employer's performance management process.

14.2 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.

14.3 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.

14.4 The Employer will maintain job descriptions on the Employer's intranet. If an employee's job description changes while the employee is working in the position, the employee will be given a copy of the new job description within five (5) working days.

## **ARTICLE 15. LIBRARY PERSONNEL FILE**

15.1 Employees may review the contents of their own personnel and payroll files in the Human Resources Department by appointment. Copies may be made at the employee's expense. Records will be accessed only in the presence of Human Resources staff and will not be removed from the Human Resources office, thus ensuring a confidential and private review process. A Union Representative may review an employee's file upon written authorization from the employee.

15.2 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 and access to this information by the Employer will be limited to those persons who need to know in accordance with the law.

15.3 Material of a disciplinary or derogatory nature concerning any employee may be placed in their 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 their answers to any charges, complaints or statements involved. Their signature shall not necessarily imply agreement with any statement contained in the material.

15.4 Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(12) as it currently exists or as hereafter amended.



## ARTICLE 16. EMPLOYEE DISCIPLINE

16.1 Regular non-probationary employees will not be disciplined without just cause. There are five types of discipline: oral warning, written warning, suspension, demotion and discharge.

16.2 The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justifies a more severe response.

16.2.1 **Oral Warning.** Oral warnings will be identified as such. A copy shall be given to the employee and placed in the employee's personnel file. If the employee's performance and conduct are maintained at an acceptable level for twelve (12) months following the date the oral warning was issued, the oral warning shall be removed from the employee's personnel file.

16.2.2 **Written Warning.** A written warning shall be issued by an employee's supervisor when the employee demonstrates an undesirable trend in performance or conduct which requires corrective action. A copy of such notice shall be given to the employee and placed in the employee's personnel file. If the employee's performance and conduct are maintained at an acceptable level for twenty-four (24) months following the date the written warning was issued, the written warning shall be removed from the employee's personnel file.

16.2.3 **Suspension.** Suspensions without pay shall be documented. A copy shall be given to the employee and placed in the employee's personnel file.

16.2.4 **Demotion.** Demotions shall be documented. A copy shall be given to the employee and placed in the employee's personnel file.

16.2.5 **Discharge.** It is recognized and agreed that the Employer has the right to discharge an employee for just cause.

16.3 A non-disciplinary coaching/counseling discussion is available and, where feasible, encouraged in order to provide an opportunity for supervisors and employees to identify areas needing improvement by the employee. This coaching/counseling discussion can include verbal (non-documented) 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.

16.4 Employees shall be allowed Union representation at investigative interviews where the employee reasonably expects discipline may result. The role of the Union Representative is to provide assistance and counsel the employee rather than serve as an adversary to the investigator. 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 the 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. A Union shop steward attending an investigative interview or disciplinary meeting shall be released from scheduled work with pay, provided that the steward has notified their supervisor in advance.

16.5 Prior to imposing discipline other than oral and written warnings, the Employer will inform the employee in writing of the reasons for contemplating discipline and provide an explanation of the evidence. The employee will be provided a reasonable amount of time to respond in a meeting scheduled by the Employer or in writing if the employee prefers. The pre-disciplinary meeting with the Employer will be considered work time.

## ARTICLE 17. GRIEVANCE PROCEDURE

17.1 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 Kitsap Regional 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 the approval of the Employer. Up to two (2) Union Representatives will be released from scheduled work with pay to attend grievance meetings with the Employer.

17.2 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 submit it in writing to 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 grievance. The written grievance shall include the following:

1. Date of the occurrence giving rise to the grievance;
2. Nature of the grievance;
3. Facts upon which it is based;
4. Articles and sections of the Agreement violated;
5. Name of the grievant(s); and
6. Requested remedies.

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 at Step 1, the Union Representative shall present the grievance to the division director within fourteen (14) calendar days of the immediate supervisor's decision. A Step 2 meeting 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 meeting.

### **Step 3 Library Director or Designee, Employee, and Union Representative**

If the grievance is not settled in Step 2, the Union Representative shall present the grievance to the Library Director 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 Library Director's receipt of the grievance for the purpose of resolving the grievance. However, if mutually agreed between the Employer and the Union, the Library Director or designee may issue 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 Step 3 meeting or after receipt of the grievance if the meeting is waived by the parties.

#### 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) calendar days of receipt of the Library Director's decision. Within fourteen (14) calendar days of the Union's request to arbitrate, a representative of the Union and the Employer shall attempt to agree on a neutral arbitrator or appointment of an arbitrator by the Public Employment Relations Commission. If unable to reach an 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 confer 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.

**17.3 Appeals to Discipline.** An employee has the right to appeal a disciplinary action (see 16.1) 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 their discharge from employment.

17.4 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:

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

17.4.2 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.

17.5 All timelines set forth in this grievance procedure may be extended by mutual agreement of the parties.

## **ARTICLE 18. VACATION LEAVE**

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

18.1.1 Full-time exempt employees accrue eight (8) hours of vacation leave per pay period.

18.1.2 Non-exempt employees accrue 0.0577034 hours of vacation leave per hour worked for the first five (5) years of service and 0.0807847 per hour worked beginning on the employee's six (6) year anniversary date.

18.2 Part-time employees earn vacation time at the same rates as full-time employees (depending on exempt status) 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.

18.3 Kitsap Regional Library operates on a first-come, first-serve basis for leave requests. Where two (2) or more bargaining unit members request vacation leave for the same or overlapping periods of time at the same time, the Employer will base approval of leave on Classification Seniority per Article 6. However, supervisors may not always approve requested vacation times. Vacation leave requests shall be approved or denied within fourteen (14) calendar days of the request. Certain dates for leave are in high demand; employees should consider others' needs when requesting vacation.

18.4 Vacation time may not be taken in increments of less than fifteen (15) minutes (0.25 hours).

18.5 No more than two hundred forty (240) hours (thirty (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.

18.6 If an employee has more than two hundred forty (240) hours of earned vacation time and leaves Kitsap Regional Library for any reason, only two hundred forty (240) hours will be paid.

## ARTICLE 19. SICK LEAVE

### 19.1 **Accumulation of Sick Leave.**

19.1.1 All full-time, exempt employees accumulate sick leave time at the rate of four (4) hours per pay period worked.

19.1.2 All non-exempt employees and all part-time employees earn sick leave at the rate of 0.0461 hours of sick leave per hour worked.

19.1.3 Employees may carry over up to nine hundred sixty (960) hours of sick leave from one calendar year to the next.

19.1.4 Sick leave does not accrue during any period of unpaid or administrative leave, use of donated leave or while on suspension.

### 19.2 **Use of Sick Leave.** Sick leave may be used for the following reasons:

19.2.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

19.2.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

19.2.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; or

19.2.4 For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA). For more information, please see L&I's overview of the DVLA.

### 19.3 The following are covered "family members" for purposes of sick leave use:

19.3.1 A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;

19.3.2 A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

19.3.3 A spouse;

19.3.4 A registered domestic partner;

19.3.5 A grandparent;

19.3.6 A grandchild; or

19.3.7 A sibling.

### 19.4 **Notice.**

19.4.1 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.

19.4.2 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.

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

**19.5 Medical Certification.** The Employer may require a written medical certificate for any sick leave absence verifying that the employee's use of sick leave is for an authorized purpose in circumstances where the Employer suspects abuse of sick leave. When a medical certificate is required, the Employer will notify the employee prior to the absence. The notification will state reasons) for suspicion of sick leave abuse. The Employer will not require continuous medical verification for longer than six (6) months. The required medical certificate will be provided by the employee to Human

Resources on the day the employee returns to work. Requests for medical certificates for reasons other than verifying that an employee's use of paid sick leave is for an authorized purpose are not governed by this section.

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

**19.7 Sick Leave Conversion.**

19.7.1 Any full-time or part-time employee who has accumulated in excess of sixty (60) days (four hundred and eighty (480) hours) of sick leave at the end of the calendar year may elect to convert up to ten (10) eight (8) hour days (eighty (80) hours) of that excess with one of the following options:

1. Conversion in the form of payment for up to eighty (80) hours of sick leave accumulation to be included in the March paycheck. The hours will be valued at twenty percent (20%). (This adds up to sixteen (16) hours of extra pay to the check).
2. Twenty percent (20%) of up to eighty (80) hours converted to accumulated vacation time. This converts up to sixteen (16) hours of 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.

19.7.2 Sick leave is only converted in eight (8) hour increments.

**19.8 Sick Leave Reimbursement Upon Resignation or Retirement.** The Employer will reimburse employees for any accumulated sick leave above four hundred eighty (480) hours when they resign or retire from their positions up to a maximum of nine hundred sixty (960) hours. The hours will be valued at twenty percent (20%), and the payment for those hours will be transferred into the employee's Health Retirement Account (HRA).

If a non-exempt employee separates from the Employer and is rehired within twelve (12) months, any sick leave balance that existed at the time of separation will be reinstated.

**19.9 Washington State Paid Family Medical Leave.** The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. The Employer will pay the designated employer's share of premiums. The Employer will continue its current practice of paying the designated employee share of premiums, provided that any increase to the employee share in the future will be paid by employees via payroll deduction.

## ARTICLE 20. MISCELLANEOUS LEAVE

### 20.1 **Leave Without Pay.**

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

1. Family and medical leave (Article 20.3)
2. Military leave (Article 20.4)
3. Domestic violence leave
4. Military family leave (Article 20.4)

20.1.2 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 without pay 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.

20.2 **Emergency Closure Leave.** Emergency closure leave shall be addressed according to the Employer's Employee Manual policy entitled "Emergency Closures," attached to this Agreement. The Employer reserves the right to reopen the policy during the term of this Agreement.

20.3 **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.

20.4 **Military Leave and Military Family Leave.** The Employer provides leave for military service as recognized under federal and state law. The Employer's Employee Manual contains details concerning such leave.

20.5 **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.

20.6 **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.

20.7 **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 Employee Manual contains details concerning such holidays.



20.8 **Leave With Pay.** Leave with pay will be granted for the following reasons:

20.8.1 Bereavement Leave (Article 20.9)

20.8.2 Funeral Leave (Article 20.10)

20.8.3 Jury Duty and Trial Service Leave (Article 20.11)

20.9 **Bereavement Leave.** Bereavement leave with pay will be granted by the Employer for the death of a relative or family member, including a 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.

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 the supervisor's approval.

For the purpose of this section, "family member" is defined as the employee's spouse and spouse's parents; the employee's sons and daughters and their spouses; the employee's parents and their spouses; the employee's brothers and sisters and their spouses; the employee's domestic partner and their parents; and any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.

20.9.1 For the purpose of this section, "parent" is defined as:

1. A biological, adoptive, step or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
2. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
3. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; and,
4. A parent of an employee's spouse or domestic partner.

20.9.2 For the purpose of this section, "son or daughter" is defined as:

1. A biological, adopted, step or foster son or daughter of the employee;
2. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
3. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or,
4. A son or daughter of an employee's spouse or domestic partner.

20.9.3 For the purpose of this section, "domestic partner" is defined as an adult in a committed relationship with another adult, including both same-sex and opposite-sex relationships. A committed relationship is a relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partners and share responsibility for a significant measure of each other's common welfare and financial obligations.

20.10 **Funeral Leave.** 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.

20.11 **Jury Duty and Trial Service Leave.** Employees are entitled to pay equal to their regular wages if called for jury duty or subpoenaed as a witness due to their Kitsap Regional Library employment.

## ARTICLE 21. HOLIDAYS

21.1 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

Juneteenth, June 19

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

21.2 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.

## ARTICLE 22. COMPENSATION AND CLASSIFICATION

22.1 **Step Increases.** The Employer agrees that, for the duration of this Agreement, step increases will be three percent (3%) for those employees not at the top of their pay range. Wage ranges and steps are included in Appendix A of this Agreement. Effective January 1, 2022, a three percent (3%) additional step will be added to the top of every union-represented range.

### 22.2 **Cost of Living Adjustments.**

22.2.1 Effective January 1, 2021, base wages will be increased by two percent (2%).

22.2.2 Effective January 1, 2022, base wages will be increased by five percent (5%).

22.2.3 Effective January 1, 2023, base wages will be increased by three percent (3%).

22.3 **Library Associates.** Effective the first pay period after the ratification of the contract by both parties, the Library Associate position shall be increased in range from 4 to 6. Employees will be placed on the closest step that gives them an increase in pay.

In conjunction with this change, the Library Associate job description will reflect that they will be tasked, along with other Library Associates who are at the branch, to serve as temporary lead points of contact in the absence of branch management (the branch manager and public services supervisor). Other represented positions will not be expected to serve as a temporary lead points of contact in the absence of branch management.

22.4 **2022 Medical Insurance Offset.** On a one-time basis for 2022, the Employer will offset medical insurance costs by contributing three hundred dollars (\$300.00) per enrolled employee towards health insurance premiums for 2022.

22.5 **Lump-Sum Payment.** The Employer will provide a one-time lump sum payment to all represented staff in the amount of fifteen hundred dollars (\$1,500.00) within one (1) month of ratifying the successor Agreement.

22.6 An employee reassigned to fill the duties of a higher job classification for a period of ten (10) or more consecutive work days will be compensated at the first step of the salary range in the higher classification, which represents a wage increase to the temporarily reassigned employee.

## **ARTICLE 23. LEAD WORKER ASSIGNMENT AND PAY**

**23.1 Lead Worker, Duties Defined.** A Lead Worker assignment involves the performance of certain limited supervisory duties on a temporary basis of twenty (20) or more consecutive work days. Only managers can approve Lead Worker assignments. Lead Worker duties may 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 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.

**23.2 Lead Worker Assignment, Selection, Modification, Termination.** Assignment and selection of Lead Workers shall be at the sole discretion of the Employer. An employee continuously assigned as a Lead Worker for one (1) year or more shall be given ten (10) days' notice prior to the termination of such an assignment.

**23.3 Lead Worker Pay.** Employees assigned to perform Lead Worker functions shall be compensated at the rate of four percent (4%) above their base salary wage during the period of that assignment.

## ARTICLE 24. HEALTH AND WELFARE/RETIREMENT

24.1 **PERS Retirement.** Kitsap Regional Library follows the provisions of the Public Employees' Retirement System.

### 24.2 **Tax-Deferred Compensation**

24.2.1 The Employer participates in several identified tax-deferred compensation plans administered by a private company. Under this plan, employees may have a portion of their wages deducted and transferred directly into investments as a tax shelter. This money is not subject to withholding taxes. The Human Resources Department has information on these plans.

24.2.2 Although the Employer 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.

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

24.3 **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 one hundred percent (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. The Employer will pay not less than seventy-five percent (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 the Kitsap Regional Library Board of Trustees. Benefits-eligible employees may elect dependent coverage for an extra cost and have the premiums deducted from their paycheck.

24.4 **Health Care Reimbursement Arrangements.** The Employer will establish for each eligible employee a Health Reimbursement Account (HRA) to provide a 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 Kitsap Regional Library 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.

24.5 **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.

24.6 **Conditional Reopener for Affordable Care Act.** The parties agree to reopen Article 24 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.

#### **24.7 Healthcare Advisory Committee**

The parties agree to form an advisory committee to meet and discuss alternative healthcare plans. The committee will be comprised of three (3) Employer Representatives and three (3) Union Representatives. The committee will meet regularly with the goal of making any recommendations as soon as possible.

## **ARTICLE 25. ENTIRE AGREEMENT**

25.1 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.

25.2 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 26. SAVINGS CLAUSE**

26.1 Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by 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 27. NO STRIKE/LOCKOUT**

27.1 During the term of this Agreement, the Union agrees that it shall not authorize or participate in a strike, and the Employer agrees that it shall not lockout any employee.

## **ARTICLE 28. TERMS OF AGREEMENT**

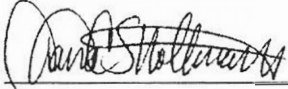
28.1 This Agreement shall be in full force and effect from January 1, 2021, through and including December 31, 2023. Either party may request negotiation of a successor Agreement no sooner than ninety (90) days and no later than sixty (60) days prior to the termination of this Agreement by submission of said request in writing to the other party. Upon such notice being given, negotiations shall begin as soon as practical.

28.2 The terms of this Agreement shall become effective January 1, 2021, and shall remain in effect through December 31, 2023.

In witness whereof the following parties have executed this agreement:

WASHINGTON PUBLIC EMPLOYEES  
ASSOCIATION/UFCW LOCAL 365:

KITSAP COUNTY RURAL LIBRARY DISTRICT:



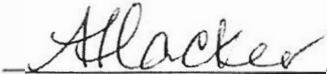
Dana Spain, President

  
Stephanie George (Aug 30, 2022, 16:00 PDT)

Stephanie George, Board of Trustees, President

Date: 08-19-2022

Date: 08-30-2022



Amanda Hacker, Contract Administration Director

Date: 8/23/2022



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

*Additional versions of memorandums or understanding (MOUs) may be added or changed over the life of the contract. Please check our online version or contact WPEA directly.*

[www.wpea.org](http://www.wpea.org)

140 Percival Street NW | Olympia, WA | 98502  
800-544-WPEA | 360-943-1121 | fax 360-357-7627