

**LABOR AGREEMENT  
BY AND BETWEEN  
TACOMA PUBLIC LIBRARY**

**AND**

**TEAMSTERS LOCAL UNION NO. 117  
OFFICE STAFF, SUPERVISORS,  
AND  
MANAGEMENT STAFF**

**January 1, 2019 through December 31, 2021**

**TEAMSTERS LOCAL UNION NO. 117  
OFFICE STAFF, SUPERVISORS, AND MANAGEMENT STAFF  
TABLE OF CONTENTS**

	<b>PAGE</b>
ARTICLE 1 -- PREAMBLE.....	1
ARTICLE 2 -- PURPOSE .....	1
ARTICLE 3 -- RECOGNITION.....	1
ARTICLE 4 -- DEFINITIONS .....	1
ARTICLE 5 -- NON-DISCRIMINATION.....	2
ARTICLE 6 -- UNION SECURITY.....	2
ARTICLE 7 -- UNION ACTIVITIES .....	3
ARTICLE 8 -- LIBRARY RIGHTS .....	5
ARTICLE 9 -- UNION AND EMPLOYEE RIGHTS.....	6
ARTICLE 10 -- LABOR-MANAGEMENT COMMITTEE .....	7
ARTICLE 11 -- HOURS OF WORK .....	7
ARTICLE 12 -- COMPENSATION.....	9
ARTICLE 13 -- HEALTH AND WELFARE BENEFITS.....	10
ARTICLE 14 -- PENSION .....	11
ARTICLE 15 -- GENERAL LEAVE.....	11
ARTICLE 16 -- HOLIDAYS.....	14
ARTICLE 17 -- DISCIPLINARY ACTION .....	16
ARTICLE 18 -- GRIEVANCE PROCEDURE.....	17
ARTICLE 19 -- REDUCTION IN FORCE.....	19
ARTICLE 20 -- WORK SLOWDOWN/STOPPAGES .....	20
ARTICLE 21 -- COMPLETE AGREEMENT .....	20
ARTICLE 22 -- SEPARABILITY.....	20
ARTICLE 23 -- LATERAL TRANSFERS .....	21
ARTICLE 24 -- DURATION .....	21
APPENDIX A.....	23
INDEX TO LETTERS OF UNDERSTANDING .....	25

**TACOMA PUBLIC LIBRARY  
AND  
TEAMSTERS LOCAL UNION NO. 117  
OFFICE STAFF, SUPERVISORS, AND MANAGEMENT STAFF**

**ARTICLE 1 -- PREAMBLE**

This Labor Agreement is entered into between the Tacoma Public Library, Board of Trustees and the Director as agent for the Board (hereafter referred to as the Library) and the Teamsters Local Union No. 117 (hereafter referred to as the Union).

**ARTICLE 2 -- PURPOSE**

The purpose of this Agreement is to facilitate the achievement of the mutual goal to provide effective and uninterrupted library service to the community. In order to assist in achieving that objective, this Agreement represents the establishment of compensation and working conditions for employees of the Library obtained through the collective bargaining process. The Library and the Union recognize that the success of these objectives depends upon the Library's success in establishing service and upon joint efforts of both parties in improving the service. Therefore, the Library and the Union encourage cooperative relations between their respective representatives at all levels and among all employees to facilitate cooperative solutions to mutual problems.

**ARTICLE 3 -- RECOGNITION**

The Employer recognizes TEAMSTERS LOCAL UNION NO. 117, as the exclusive representative for all regular employees of the Tacoma Public Library employed in the classifications as set forth in Appendix A.

**ARTICLE 4 -- DEFINITIONS**

**Section 4.1: Board** - shall mean the Board of Trustees of the Tacoma Public Library.

**Section 4.2: Probationary employee** - An employee shall be in a probationary status for a period not to exceed six (6) months from date of hire with the option to extend the probationary period to nine (9) calendar months based on performance. An employee who is in a probationary status may be discharged without recourse to the disciplinary appeals procedure (Article 18).

**Section 4.3: Regular Employee** - shall mean an employee, who is not on probation and who is regularly scheduled for not less than eighty (80) hours in any one (1) two-week pay period. This bargaining unit covers both FLSA exempt ("salaried") and FLSA non-exempt ("hourly") employees.

**Section 4.4: Emergency** - As defined for the purpose of this Agreement, an emergency is an unexpected occurrence or set of circumstances demanding immediate action. It is agreed that only the Library Director or designee may declare an emergency condition as it pertains to the entire library or to its individual components.

## **ARTICLE 5 -- NON-DISCRIMINATION**

**Section 5.1: Non Discrimination** - The Library and Teamsters Local Union No. 117 agree that the provisions of this Agreement shall be applied to employees without discrimination based on applicable local, state or federal laws.

**Section 5.2: Sexual Harassment** – Unlawful harassment, including sexual harassment shall be considered discrimination under this Article. Sexual harassment is any repeated or unwanted verbal or physical sexual advances, sexually discriminatory remarks made by someone in the workforce which are offensive or objectionable to the recipient or which causes the recipient discomfort or humiliation or which interferes with the recipient's job performance.

**Section 5.3: Charges/Claims** - All allegations of discrimination shall be processed through the Grievance Procedure. However, nothing contained in Article 18 will deprive an employee of any legal rights which they presently have, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar utilization of the grievance process and any grievance filed shall be considered moot and withdrawn.

## **ARTICLE 6 -- UNION SECURITY**

**Section 6.1** The Library agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the Library. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. New Employees' initiation fee may be incrementally deducted as specified in the authorization. Union payroll deduction authorization cards submitted to the Library and received by the payroll office will have deductions beginning no later than the second payroll cycle following receipt of the authorization card. The Library will honor the terms and conditions of each employee's duly executed payroll deduction authorization card irrespective of the employee's membership status. The Union agrees to refund to the Library any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union dues.

Upon receipt of a new, original payroll deduction authorization, the Library will make a copy available to the Union electronically within two weeks.



**Section 6.2** Employees may cancel their payroll deduction by written notice to the Library and the Union in accordance with the terms and conditions of their duly executed payroll deduction authorization card. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the terms of the employee's duly executed payroll deduction authorization card regarding cancellation have been met.

**Section 6.3** The Union agrees to indemnify and save the Library and/or City of Tacoma harmless from any and all claims, demands, suits or other forms of liability that arise against the Library and/or City of Tacoma for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the Library and/or City of Tacoma's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the Library and/or City of Tacoma will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the Library and/or City of Tacoma.

**Section 6.4** Upon request, the Library will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

**Section 6.5** The Library will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with R.C.W. 41.56.037, the Library will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The Library will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

## **ARTICLE 7 -- UNION ACTIVITIES**

**Section 7.1: Work Site Visit** - Duly authorized representatives of the Union shall have access to the Library employee's work site at reasonable times for the purpose of investigation of grievances or problems affecting the employee in matters relating to this Agreement. Union representatives will provide reasonable notice to Library Administration before visiting the worksite.

1. Union representatives and/or one (1) shop steward may visit the work location of bargaining unit employees for the purpose of investigating alleged grievances affecting its bargaining unit employees.
2. Except as specifically provided in this Article, employees, stewards, and/or Union representatives will not conduct internal Union business or promote the Union or its affairs during such employees' work time, other than contract negotiations, or in view and/or hearing of the public. The Union may conduct meetings during regularly scheduled lunch breaks and at other times outside of the regularly scheduled work time of the employees who participate in the meeting. When such meetings are conducted on Library property, the Union shall give the Library Human Resources Office prior

notice of the time, location and expected duration of the meeting. Employees will attend such meetings during their non-work time or approved leave time.

3. The Library will provide copies of the Labor Agreement and a Union information packet to be distributed to all new employees. The Union shall supply the information packets to the Library Human Resources Office.

### **Section 7.2 Union Stewards**

1. The Union will identify to the Library up to four (4) stewards to assist in the administration of this Agreement. The Union will notify the Library when there is a change in Shop Stewards. The Library will only recognize the Union stewards that have been identified as such, in writing to the Library Human Resources Office, by the Union.
2. Except as otherwise specifically provided in this Article and Article 18, Section 18.5, bargaining unit employees and Union employees will not be compensated by the Library for any Union activities, other than contract negotiations.
3. Two (2) Union negotiating team members will be compensated, at the straight time rate of pay for their Union job classification, for scheduled work hours lost in attendance of formal negotiation for successor collective bargaining agreement.

### **Section 7.3 Board Meeting Attendance**

The Local 117 Shop Steward may attend open Board meetings without loss of pay when they are held during regularly scheduled hours of work. The Employer reserves the right to deny Board meeting attendance to Shop Stewards in emergency situations as required by the business needs of the Library.

A copy of the Library Board of Trustees (BOT) meeting packet (excluding confidential information) will be provided to the Local 117 Union Representative or designee(s) electronically prior to such meetings. Information provided to the Trustees on the day of the Board meeting will be provided to the Local 117 Union Representative or designee at the meeting.

**Section 7.4 Library Mail System:** The Employer's delivery or internal mail system may be used to send Union meeting bulletins and notices.

### **Section 7.5 Voluntary Contribution to Labor Funds, Committees or Subsidiary**

**Organizations:** The Joint Labor Contract language regarding this payroll deduction, as it is now and as it may be revised in the future, is incorporated herein by reference.

## **ARTICLE 8 -- LIBRARY RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the Library to make and implement decisions with respect to the operation and management of its operations in all respects. The Library's rights include, but are not limited to, the following:

1. The right to manage and determine all services, operations and facilities.
2. The right to schedule working hours, meal periods, breaks and days of rest.
3. The right to establish, modify or change work schedules or standards.
4. The right to direct the work force, including but not limited to the right to hire, assign, evaluate, promote, demote, layoff or transfer any employee.
5. To establish qualifications for employment and to employ employees.
6. The location of the Library, including the establishment of new libraries, or departments, divisions or subdivisions thereof, and the relocation or closing of libraries, departments, divisions or sub-divisions.
7. The determination of services rendered or supplied, including the right to determine whether goods or services are made or purchased.
8. The determination of financial policy, including account procedures, prices of services rendered or supplied, and patron relations.
9. The selection, promotion, or transfer of employees.
10. The determination of policy affecting the selection or training of new and existing employees.
11. The scheduling of operation and the determination of the number and duration of shifts.
12. Introduction of new, improved or different service methods or facilities or change in existing methods, equipment or facilities.
13. The determination of the amount of supervision necessary.
14. To introduce technological changes.
15. The establishment of quality and quantity standards and the judgment of the quality and quantity of workmanship required.
16. The establishment, modification, and enforcement of rules, regulations or policies, which are not in direct conflict with any of the provisions of this Agreement, as well as the right to establish, modify and enforce disciplinary rules, regulations and procedures with respect to employees.
17. The determination of safety, health and property protection measures for the Library.
18. The allocation and assignment of work to employees.
19. To discipline, discharge or suspend employees for cause.
20. The Library reserves the right to accept and make use of the valuable contributory service performed by volunteer organizations and volunteer workers.

It is agreed that the enumeration of management prerogatives shall not be deemed to exclude other management prerogatives not specifically enumerated above. It is also understood and agreed that in the event the Library should waive knowingly or otherwise, any right it may have, the waiver of such right shall establish no precedent and such right shall not be reduced, diminished, or lost in any other event or action, past, present, or future. The Union shall make no claim based upon the



Library's neglect or refusal to enforce any or all of the rights of the Library contained herein. No happening or event shall diminish or eliminate any right of the Library.

Notwithstanding any other provisions of this Agreement, the Library may take all actions it deems reasonable to comply with the Americans With Disabilities Act.

## **ARTICLE 9 -- UNION AND EMPLOYEE RIGHTS**

**Section 9.1:** Employees shall have the right to self organization, to form, join or assist labor organizations; and to bargain collectively through representatives of their own choosing.

**Section 9.2:** Employees have the following Rights

1. To clear, fair standards, regulations and policies, uniformly applied.
2. To engage in outside activities, provided such activities do not render the employee unable to perform assigned duties, are clearly prejudicial or harmful to the Library's reputation or in conflict with acceptable bidding or State contract law.
3. To be provided a copy of the Library's Personnel Rules, Labor Agreement, job description, and shall have the right to have access to the Library's Rules and Operating Procedures (i.e. Policy and Procedures Manual). Further, the employee has the responsibility to become knowledgeable of these rules/regulations as they apply to his/her position, duties and the Library's expectations.

**Section 9.3:** All employee personnel files shall be maintained in a secure location in the Human Resources Office and available for inspection when requested by:

1. The employee
2. The Library Human Resources Office staff
3. The Supervisors/Managers with direct line authority over the employee or an employee who is designated to transfer to the Department of the inquiring supervisor/manager, upon written notice to the employee
4. The Library Director
5. An individual or party making a request as authorized by law

The employee shall have reasonable access to the materials contained in their personnel file. Copies of the materials contained in the personnel file will be made available, upon written request during normal business hours using the Employee Personnel File Request (Form #91-80). The Library shall grant the employee's request that a Union representative be present when viewing their personnel file. The viewing of the files shall take place only in the Library Human Resources Office or other such place that is mutually acceptable.

**Section 9.4:** The employee may respond in writing to materials that in the employee's judgment may have an adverse effect on their employment.

**Section 9.5:** The Library will verify only the fact of employment, date of hire, and salary range of an employee relative to general inquiries or inquiries from prospective employers.



## **ARTICLE 10 -- LABOR-MANAGEMENT COMMITTEE**

The Union and the Library agree to establish a Labor-Management Committee to discuss matters of mutual interest. The Committee shall be advisory in nature. The Committee shall not discuss negotiable issues unless both parties so agree. Bargaining unit members appointed by the Union to attend Committee meetings or attending Committee meetings as invited guests during their work hours will (a) request approval from their Supervisor in advance to attend meetings, for which approval shall not be unreasonably withheld, (b) record release time on their timesheets and (c) shall attend meetings without loss of pay, however, no overtime or compensatory time will be incurred during Committee meetings or as a result of meetings that occur outside an employee's regular work hours.

**Section 10.1:** When a current bargaining unit employee has temporarily filled a different vacant position represented by Teamsters Local Union No. 117, for a period of ninety (90) days, upon written request from the Union, a Labor/Management meeting shall be held to discuss the permanent filling of the vacant position.

## **ARTICLE 11 -- HOURS OF WORK**

### **Section 11.1:**

1. Hours of work shall be defined to include: hours actually worked, general leave, frozen sick leave, holidays, bereavement leave, jury/witness duty and family leave that is paid. Hours worked shall not include time indicated as leave without pay.
2. Hourly Employees:
  - A. A normal pay period shall consist of eighty (80) hours in a pay period. Up to one (1) hour unpaid meal period shall be allowed for each day worked. The work schedule shall be established in accordance with the needs of the Library.
  - B. Employees who work for a consecutive period of four (4) hours shall have a fifteen (15) minute rest period during that time. The rest period shall be scheduled at the middle of that time frame whenever this is feasible. Any authorized schedule of work of four (4) consecutive hours beyond the normal workday of the employee shall entitle the employee to an additional rest period of fifteen (15) minutes.

**Section 11.2: Overtime** - Overtime, as defined by this Section, pertains only to hourly employees. Overtime is assigned and authorized by administration or management, in advance, which is in excess of forty (40) hours worked time per week.

1. Authorized work in excess of forty (40) hours in one week shall be considered overtime. Whether or not overtime shall be assigned to the employee and at what

time, and over what period, shall be within the discretion of administration and the manager.

2. Overtime compensation shall be taken in the form of cash earned at time and one half (1 1/2 X) the employee's basic rate of pay, inclusive of longevity, for each hour of overtime worked. Hours worked shall not include time indicated as leave without pay for the purpose of calculating overtime.
3. All work on Sunday shall be compensated at double time (2X) unless a Sunday work schedule was specified at the time of hire or another schedule is mutually agreed upon, in writing, between the employee and administration/manager.
4. All employees classified as supervisory and office support may, upon written approval from the manager, voluntarily trade shifts with another employee in that class. Such trades shall not be calculated toward the calculation of overtime.

### **Section 11.3: On Call/Call Back Pay**

1. On Call Pay/Premium Pay: An hourly employee who is in an on call status shall receive a minimum of three (3) hours of pay, calculated at time and one half (1 1/2 X) the employee's base rate of pay for every seven (7) days they are on call.
2. Call Back Pay: An hourly employee covered by this Agreement who is on call and is called to handle a problem shall be compensated at a rate of time and one half (1 1/2 X) the employee's base rate of pay for all time spent in assisting to resolve a problem. If called to resolve a problem, minimum call back time shall be as described in a) and b) below:
  - a.) For every day that the employee is called to resolve problem(s) but the problem(s) does not result in a trip to the job site, the employee shall receive a minimum of thirty (30) minutes call back pay for the day.
  - b.) If the problem(s) results in a call out, a problem that requires driving to the job site, the employee shall receive a minimum of two (2) hours call back pay for the day. The commute time is included in the call out.
  - c.) The person on call shall have the opportunity to utilize a library vehicle when on-call. However, if the on-call person does not utilize the on-call vehicle, no mileage reimbursement shall be paid.
3. There shall be no duplication or pyramiding of rates paid under this Section.

**Section 11.4:** A FLSA overtime exempt ("salaried") employee has the flexibility to adjust their work schedule, with notification to appropriate staff, as needed taking into consideration the needs of the Library.

## **ARTICLE 12 -- COMPENSATION**

### **Section 12.1:**

1. Effective the first pay period after the Board of Trustees of the Tacoma Public Library approval of this Agreement, for those bargaining unit employees employed on that date, wage rates will be increased by two and three-quarter percent (2.75%), retroactive to January 1, 2019.
2. Effective January 1, 2020, wage rates will be increased by three percent (3.0%).
3. Effective January 1, 2021, wage rates will be increased by two and one-half percent (2.5%).

### **Section 12.2: Longevity Pay**

1. Eligibility for longevity pay shall be determined by an employee's length of continuous service in a classification covered by this Agreement. It shall be paid to an eligible employee on a bi-weekly basis when the stipulated period of service has been completed. Service is defined as total continuous employment from an employee's most recent hire date, excluding time lost due to leaves, suspension(s), or layoffs.

An eligible employee shall receive longevity pay based on a percentage of their base straight-time rate of pay received for the job classification in which they are currently being paid in accordance with the following schedule:

From 5 through 9 years continuous service – 1% per month  
From 10 through 14 years continuous service – 2% per month  
From 15 through 19 years continuous service – 3% per month  
20 years or more continuous service – 4% per month

Longevity pay may be taken as cash or applied to a 457 Plan as determined by the employee.

2. Employees that were in the employ of the Library prior to January 1, 1983 shall not suffer a reduction in their current longevity pay schedule and shall accrue additional longevity pay based upon their tenure according to the schedule above. Employees who are now receiving longevity pay shall not have the amount of monies received altered until their next anniversary date.

### **Section 12.3 Mileage Reimbursement**

1. An employee covered by this Agreement who utilizes their personal vehicle for attendance at approved seminars, meetings, programs, training, in connection with the performance of official Library business, and/or for approved Library business, shall be reimbursed at the IRS mileage rate established for that time period.
2. An employee who is on call or is a manager who has to work outside of their regular schedule, in a department/division/department for which they are responsible and



utilizes their personal vehicle shall receive mileage compensated at the IRS mileage rate established for that time period.

### **ARTICLE 13 -- HEALTH AND WELFARE BENEFITS**

**Section 13.1: Medical Insurance** - shall be provided by the Library through the City of Tacoma/Joint Labor Committee plan for the employees in this bargaining unit and their spouse or registered domestic partner, and eligible dependents.

**Section 13.2: Dental Insurance** - shall be provided by the Library through the City of Tacoma/Joint Labor Committee plan for the employee, spouse or registered domestic partner, and eligible dependents.

**Section 13.3: Long Term Disability (LTD) Insurance** - shall be provided for all employees defined under this Agreement at no cost to the employee.

**Section 13.4: Life Insurance** - The Tacoma Public Library will provide, at no cost to the employee, term life insurance coverage up to the nearest \$1,000 of the employee's annual salary.

**Section 13.5: Vision coverage** - shall be provided under the City of Tacoma Plan/Joint Labor Committee plan for employees, spouse or registered domestic partner, and eligible dependents.

**Section 13.6: Long Term Care (LTC)** - shall be provided for all employees at no cost to the employee for the plan benefit level identified by the Library.

**Section 13.7: VEBA** – The VEBA agreement authorized by Resolution 02070, passed by the Tacoma Public Library Board on December 18, 2002, will be referenced in the bargaining agreement. Leave balance will be paid out at the rate at which the leave was earned.

The Library will continue to transfer one-hundred percent (100%) of the general leave balance pay out to a VEBA account for each employee at their retirement, unless notified by the Union in writing before January 1<sup>st</sup> of the calendar year that the Teamster bargaining unit wishes to change their VEBA participation, or until the Board of Trustees of the Tacoma Public Library exercises its right as stated in Resolution 02070, to modify or repeal this Plan at its discretion upon ninety (90) days prior notice to the employees of the Tacoma Public Library, or as may be otherwise provided by law.

In addition, either party may re-open the provision of this Section 13.7 for the purpose of evaluating compliance with the "excise tax on high value coverage" (aka "Cadillac Tax") provisions of the Patient Protection and Affordable Care Act. It is the express intention of the parties to ensure that this benefit does not create an excise tax burden for the Library. The parties agree that the reopening of such negotiations shall not give either party the right to reopen or demand reopening of negotiations on any other terms or provisions of this Agreement not affected by such mandate or related to the Library's liability to pay the Cadillac Tax.

## **ARTICLE 14 -- PENSION**

**Section 14.1:** All employees represented by this Agreement shall be covered by the City of Tacoma Retirement System as governed by the Charter and official code of the City of Tacoma, Washington, Chapter 1.30 Retirement and Pensions, and as amended by subsequent City of Tacoma Ordinances and Resolutions.

**Section 14.2:** All employees represented by this Agreement shall be covered by Social Security.

## **ARTICLE 15 – GENERAL LEAVE**

**Section 15.1:** Employees covered by this agreement shall earn General Leave at the rate of:

- 8.00 hours per pay period (208.00 hours a year/26 days per year) beginning at hire.
  - 8.92 hours per pay period (231.92 hours a year/29 days per year) at the completion of 4 years of continuous service.
  - 9.54 hours per pay period (248.04 hours a year/31 days per year) at the completion of 8 years of continuous service.
  - 10.46 hours per pay period (271.96 hours a year/ 34 days per year) at the completion of 13 years of continuous service.
  - 11.08 hours per pay period (288.08 hours a year/36 days per year) at the completion of 18 years of continuous service.
1. Earned General Leave is credited based on the employees' date of hire and the hours in a paid status in the previous pay period. An employee must be in a paid status to accrue general leave. General Leave may be used in increments of one-tenth (.10) of an hour by employees in hourly classifications and in full day increments by FLSA overtime exempt ("salaried") employees in management and supervisory classifications.
  2. During the first six (6) months of employment, employees are not authorized to use general leave, except for absences due to illness or injury, and paid sick leave pursuant to RCW 49.46.
  3. General leave may be accrued to a maximum of 960 hours General Leave exceeding the authorized maximum accrual of 960 hours shall be forfeited as of January 1 of each year.
  4. Employees covered by this agreement may submit one (1) request each calendar year to cash out a portion of their general leave at ninety percent (90%) of the value of the leave. The remaining ten percent (10%) balance of the cash value not paid to the employees under this Paragraph 4 shall be paid into the Employee Benefit Trust Fund.
    - A. To be eligible to cash out general leave the total amount of the employee's combined balance in general leave and sick leave must be equal to or greater than one hundred twenty-five (125) hours for part-time employees or two hundred fifty (250) hours for full time employees
    - B. A part-time employee whose combined general leave balance and sick leave balance is equal to one hundred twenty-five (125) hours or more may request the cash out of twenty (20) hours of general leave.

- C. An employee whose combined general leave balance and sick leave balance is equal to two hundred fifty (250) hours or more may request the cash out of forty (40) hours of general leave.
  - D. An employee whose combined general leave balance and sick leave balance is equal to five hundred (500) hours or more may request the cash out of eighty (80) hours of general leave.
  - E. To be eligible to request a cash out payment of accrued general leave an employee must:
    - 1) Have been employed for a minimum of one full year prior to submitting a request to cash out general leave.
    - 2) Have used planned general leave equivalent to the amount of general leave requested for cash out (twenty (20) hours of planned general leave must have been used to be eligible to cash out twenty (20) hours of general leave; forty (40) hours of planned general leave must have been used to be eligible to cash out forty (40) hours of general leave, eighty (80) hours of planned general leave must have been used to be eligible to cash out eighty (80) hours of general leave) during the twelve (12) months prior to the date of submission of the request.
    - 3) Submit the cash out request form to the Business Office after March 1<sup>st</sup> and before October 1<sup>st</sup>.
    - 4) Have available in their general leave balance at the time the request is submitted the full amount of the general leave hours requested for cash out.
  - F. The cash value of the general leave shall be based on the rate of pay for the classification in which the employee is working at the time an eligible request is submitted to the Business Office.
5. A maximum of two (2) weeks of General Leave may be used at the time of termination of employment. All accrued unused General Leave up to a maximum of nine hundred sixty (960) hours shall be compensated at the employee's current rate of pay, except that no payments shall be made to an employee who has not completed six (6) months (one thousand forty (1040) hours) of continuous service, nor shall any payment be made for unused credit in excess of an individual's maximum accrual.
6. Library Administration shall be responsible for scheduling the General Leave of managers and managers shall be responsible for scheduling the General Leave of supervisors, office and support staff, all in such a manner as to achieve the most efficient functioning of the Library. General Leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the services of the Library as determined by the Director.

**Section 15.2: Sick Leave Balance** – An employee's Sick Leave Balance is the amount of sick leave remaining to the employee as of January 1, 2016 including any general leave that the employee elected to transfer to their sick leave balance through November 2014.



1. Effective January 1, 2015 all employees covered by this Agreement shall make no additional transfers of general leave to sick leave.
2. Any general leave that has been transferred to the employee's sick leave balance cannot be allocated back to the employee's general leave balance.
3. Any general leave transferred to the employee's sick leave balance shall be used as sick leave or shall be paid off at termination in accordance with this Agreement.
4. Any employee required to be off work due to illness may elect to use sick leave for that illness. Sick leave may be utilized in one-tenth (.10) hour increments by hourly employees.
5. Employees may elect to use sick leave while on FMLA or while on approved leave of absence in order to care for a family member.
6. Employees who terminate their employment for reasons other than retirement or death, shall have the time in their sick leave pool compensated at the rate of 25% of their sick leave balance at the rate the leave was earned.
7. Employees who terminate their employment due to retirement or death shall receive 100% of their sick leave balance at the rate earned. Payout for sick leave at retirement shall be transferred to the employee's VEBA account in accordance with Section 13.7 of this Agreement.
8. Employees who use sick leave do so at the current rate.

**Section 15.3: Management/Supervisory Leave** - of five (5) work days, forty (40) hours shall be granted to all Management/Supervisory positions. Such leave shall be taken at the discretion of the employee upon approval of the Library Director or designee. All management/supervisory leave shall be taken by December 31st of each year, or forfeited. All unused management/supervisory leave time remaining on the books at the point of termination shall not be paid. In the first year of employment a new employee hired after January 1 shall have their management/supervisory leave adjusted by the number of full pay periods actually employed by the Library. Management/supervisory leave shall be used in full day increments.

**Section 15.4: Bereavement Leave** - In the event of a death in an employee's immediate family the Library Director may grant a seven (7) day bereavement leave with pay annually. Immediate family is defined as: spouse, registered domestic partner, father, mother, foster parent, step parent, brother, sister, child, step child, foster child, aunt, uncle, grandparents, or grandchildren of the employee or spouse or registered domestic partner.

**Section 15.5: Leave of Absence Without Pay** - A leave of absence without pay may be granted after completion of one year of employment and approval of the Director. All leaves without pay shall not exceed sixty (60) calendar days. Before completion of the first thirty (30) days leave of absence, the Director may grant an additional thirty (30) days leave. Upon the expiration of regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. No benefits such as general leave shall accrue during a leave of absence, nor shall the employee be eligible for paid holidays or bereavement leave. Failure on the part of an employee on leave to report promptly at the expiration date of the leave shall be cause for discharge.

**Section 15.6: Jury Duty/Witness Duty** - An employee called for jury duty or subpoenaed as a witness as a result of their official duties, shall be granted a leave for the period of jury or witness

service and will be compensated their regular base rate of pay and jury duty or witness travel allowance for work absences caused by such jury or witness duty, provided said proof of the employee's daily attendance as a juror or witness is submitted to the Library Human Resources Office. To be eligible for such pay, an employee must present verification of the call to jury or witness duty, as well as the daily court log of attendance. All employees called to appear as a juror or subpoenaed as a witness in court as a result of their official duties shall return all fees rendered for such service paid.

**Section 15.7: Family and Medical Leave** - Employees will be eligible for family medical leave as provided for in state and federal statutes.

**Section 15.8: Leave Sharing**

1. An employee is eligible to receive donated leave under this section if:
  - A. The employee is on approved FMLA or on an approved medical leave of absence;
  - B. The employee will deplete his or her general leave and any sick leave balance during the next pay period;
  - C. The employee has abided by rules regarding use of leave; and
  - D. The employee is not on an unpaid suspension during the period they are receiving donated leave.
2. All leave sharing requests are to be submitted in writing to the Library HR Manager. If an employee is unable to submit a request another person, usually a family member may submit the request for the employee.
3. The Library HR Manager will notify all staff by email of the request for donated leave from an eligible employee and provide information about the procedure for donating leave.
4. Employees may donate leave under this provision to any Library employee who is eligible.
  - A. Leave shall be donated in eight (8) hour increments.
  - B. To be eligible to donate general leave employees must have 12 days/96 hours of leave remaining in general leave after donating leave, or to donate sick leave employees must have 12 days/96 hours of leave remaining in sick leave after donating leave.
5. Donations of leave shall be utilized in the order received (first in, first out). Leave is moved from the donor to the recipient during the pay period the leave is to be used.
6. Employees donating sick leave hours shall not receive payment for donated hours at the time of resignation or retirement.

**ARTICLE 16 -- HOLIDAYS**

The employees covered by this Agreement shall be granted the following holidays provided the employee is in a paid status the workday before and the workday after the holiday.

**Section 16.1:** Employees covered by this Agreement shall be allowed the following paid scheduled holidays, when possible, without disrupting the Library services:

New Year's Day, January 1	Labor Day, first Monday in September
Martin Luther King Day, third Monday in January	Veterans' Day, November 11 <sup>th</sup>
Presidents' Day, 3 <sup>rd</sup> Monday in February	Thanksgiving Day, fourth Thursday in November
Memorial Day, last Monday in May	Christmas Eve, December 24
Independence Day, July 4	Christmas Day, December 25

1. When a holiday named in this Agreement falls on a Sunday, it shall be observed on the following Monday. When a holiday named in this Agreement falls on a Saturday, it shall be observed on the preceding Friday.

1.1 Employees who are scheduled to work Tuesday through Saturday shall observe Sunday or Monday holidays on the preceding Saturday. If back to back holidays fall on a Sunday and Monday, employees who are scheduled to work Tuesday through Saturday shall observe the back to back holidays on the Saturday before and the Tuesday following.

2. Holiday in Lieu of Observed Date - Staff who work, due to the demands of the Library, a designated scheduled holiday shall be compensated at two times (2X) their regular base straight time rate of pay for hours worked on such holiday and shall have another day off at their regular base straight time rate of pay, agreed to by the employee and administration/manager, and scheduled within three (3) pay periods of the regularly designated holiday worked.
3. Unpaid Holidays. In accordance with RCW 1.16.050, employees are granted up to two (2) 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 organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with their supervisor. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued general leave, compensatory time, or floating holidays so as to remain in a paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies and this contract governing paid leave. If an employee prefers to take the two (2) unpaid holidays on specific days for a reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employer shall allow the employee to do so unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. The definition of "undue hardship" and provisions for application of this standard are elaborated in WAC 82-56-010, 020, and 030.



**Section 16.2:** Employees listed in Appendix A shall have three (3) floating holidays, with the first floating holiday available at the beginning of each calendar year for employees hired prior to January 1st of each year. Employees who are hired after the first of the year shall have the floating holidays prorated.

1. Employees covered by this agreement shall not take more than three (3) floating holidays a month and no employee will be allowed to take more than three (3) floating holidays in conjunction with vacation.
2. Floating holidays which are not taken by December 31 of each year will be forfeited. No floating holidays may be carried over into another year. All floating holidays will be taken in eight (8) hour increments.
3. Any unused floating holidays remaining upon termination shall be utilized as set forth in this section and shall not be paid off, if unused, at the point of termination.

## **ARTICLE 17 -- DISCIPLINARY ACTION**

**Section 17.1: Policy Statement:** Regulations for the acceptable conduct of employees are necessary for the orderly operation of any organization and for the benefit and protection of the right and safety of all employees. Certain regulations, and others which may be established from time to time, and the procedures for disciplinary action are published to promote understanding of what is considered unacceptable conduct and to encourage consistent action in the event of violations.

**Section 17.2: Disciplinary Action:** The Library Director or designee with the Director's approval shall have the right to discharge, demote and suspend employees, subject only to the employee's right of appeal as herein provided. A probationary employee's appeal rights may be limited by the Tacoma Public Library's Personnel Rules. All persons holding positions in the competitive service shall be subject to suspension, demotion, reduction in compensation or discharge from office or employment for misconduct, insubordination, incompetency, inefficiency, failure to perform duties, falsifying an oath or failure to observe the rules of the department/division or branch.

**Section 17.3: Disciplinary Procedures:** Whenever an employee commits an offense warranting disciplinary actions, their supervisor/manager or administration shall begin disciplinary action in any of the steps below depending upon the seriousness of the offense committed.

1. For minor offenses, the employee will be given a verbal warning. If this does not correct the situation within a reasonable length of time, the supervisor/manager will then use the second step of this procedure.
2. For more serious violations or repetition of minor violations the employee may be given a written warning outlining the reason for the warning and future disciplinary action which would be taken for repeated violations.

3. For repeated minor violations or for a serious offense, the employee may be suspended from work, the length of suspension depending upon the seriousness of the offense.
4. For repeated minor violations or for a serious offense, the employee may be terminated or demoted.

It should be emphasized that supervisors/ managers/administrators are not required to go through the entire four steps involved in this disciplinary procedure. Discipline may begin at any step of the procedure depending upon the seriousness of the offense committed. Any discipline administered by the supervisor/manager will be commensurate with the offense committed. In addition, the supervisor/manager may repeat any of the first three steps of this procedure when they believe it necessary so long as the discipline is commensurate with the offense committed.

**Section 17.4: Statement of Reasons:** If a Manager/Supervisor who intends to take action to suspend, demote or reduce compensation or discharge any employee, files a written statement of their reasons with the Library Director or designee, a copy of such statement shall also be made available to the employee affected. The provisions of this Section shall not apply to reduction in pay which is a part of a general plan to reduce salaries and wages.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

**Section 18.1:** It is the goal of both the Union and the Library to settle problems at the lowest possible level in a cooperative and objective manner. Prior to presenting the immediate supervisor with a written grievance, the employee and/or Union representative are encouraged to discuss the incident with the employee's immediate supervisor.

### **Section 18.2: Definitions**

1. A "grievance" is defined as a written dispute, claim, complaint or alleged violation or misapplication of an express provision(s) of this Agreement. Grievances may be filed by an employee in a recognized classification covered under this Agreement, or a Union representative.
2. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Library.

**Section 18.3: Procedure** - A grievance filed against the Library shall be processed in the following manner:

**STEP 1:** Any employee who has a grievance, or the Union on the employee's behalf, shall submit the grievance, in writing, to a supervisor/manager designated to receive a grievance, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be filed no later

than fifteen (15) business days from the date of the occurrence of the matter giving rise to the grievance or within fifteen (15) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor/manager shall render a written response to the grievance within fifteen (15) business days after the grievance is presented.

**STEP 2:** If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union, in writing, to the Library Director or designee within ten (10) business days after receipt of the Library's answer in Step 1. Thereafter, the Library Director or designee shall meet with the grievant and the Union representative involved within ten (10) business days of receipt of the Union's appeal if schedules can be so arranged, but in no event longer than thirty (30) calendar days unless otherwise mutually agreed. If no agreement is reached, the Library Director or designee shall submit a written response to the Union within ten (10) business days following the meeting.

**STEP 3: Arbitration** - If the grievance is not settled in Step 2, the Library or Union ("the parties") may request arbitration by notifying the other party in writing ("notice of referral") within thirty (30) calendar days of the Union's receipt of the Library's written response as provided to the Union at Step 2. In the event that either party should fail to provide such written notice, the matter shall be considered settled on the basis of the written disposition made in the last step of the grievance procedure.

1. The parties shall attempt to agree upon an arbitrator within fifteen (15) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) day period, the parties shall jointly request the Federal Mediation and Conciliation Service, the American Arbitration Association or PERC to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The person remaining shall be the arbitrator.
2. The arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Library representatives.
3. The Library and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Library and the Union retain the right to employ legal counsel, at their own expense.
4. The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator may issue a bench decision if mutually agreed to by the parties.
5. More than one grievance at a time may be submitted to the same arbitrator if both



parties mutually agree in writing.

6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Library and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
7. The arbitrator shall have no power to render a decision that will amend, modify, nullify, change, ignore, add to, or subtract from the provisions of this Agreement, and their power shall be limited to the interpretation and application of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the Union, the employees covered by this Agreement, and the Library.

**Section 18.4: Time Limit for Filing** – The parties may extend any of the time limits set forth above by mutual agreement. In the absence of such agreement, if any grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Library's last answer. If the Library does not answer a grievance, or an appeal thereof, within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**Section 18.5: Time Off** - The grievant and one Union representative shall be given paid time off to participate in the Step 2 or 3 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

## **ARTICLE 19 -- REDUCTION IN FORCE**

**Section 19.1:** When two (2) or more agencies, departments or divisions are consolidated or when one or more functions of one agency, department or division are transferred to another agency, the Library shall offer reasonably comparable employment with the new employer who is taking over a function formerly performed by Library employees.

**Section 19.2:** When a reduction in the workforce is necessary, employees at the direction of the Library Director shall be laid off in an order based on consideration of:

1. Job classification, which includes consideration of employees who possess special or unique knowledge or skills which are of special value in the operation of Library business.
2. Length of continuous service with the Library and
3. Past performance (skill, ability, and productivity)

**Section 19.3: Reemployment Lists** - Employees shall be placed on a reemployment list for a period of twenty-four (24) months. Laid off employees shall be recalled and reemployed in the inverse order of layoff. Declination of an offer by the Library in a comparable position of recall or failure by the employee to respond to an offer by the Library within five (5) business days shall result in removal from the reemployment list.

## **ARTICLE 20 -- WORK SLOWDOWN/STOPPAGES**

**Section 20.1: No Strike** - Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the Library at any location, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Library, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instances nor is it a precedent. The Union and its officers and representatives will cooperate with the Library in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work.

**Section 20.2:** It shall not be considered a violation of this Article if employees covered by this Agreement refuse to cross a picket line where physical health or safety may be jeopardized by doing so.

**Section 20.3: No Lockout** - The Library will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

**Section 20.4: Judicial Relief** - Nothing contained herein shall preclude the Board from obtaining a temporary restraining order, damages and other judicial relief in the event the Union or any employees covered by this Agreement violate this Article.

## **ARTICLE 21 -- COMPLETE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

## **ARTICLE 22 -- SEPARABILITY**

In the event that any provisions of this Agreement are declared invalid by any existing or subsequently enacted state or federal legislation, or by any Court of competent jurisdiction, such legislation or decision shall not invalidate the entire Agreement, it being the express understanding

of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### **ARTICLE 23 -- LATERAL TRANSFERS**

**Section 23.1: Lateral Transfers** - Lateral transfer is an employee initiated transfer from a department/division of the Library to another department/division without a change in job title/classification.

**Section 23.2:** Whenever the Library determines an opening exists in a job classification with two (2) or more positions in that classification, a notice of such an opening will be posted for ten (10) work days. The notice will specify the opening and closing dates that transfer applications will be accepted and the location of the opening. Advertising of the position may begin concurrently with the posting period. The Library retains the right to extend or repost such positions.

**Section 23.3:** All eligible and interested employees shall complete a Library transfer application and submit the application to the Library Human Resources Office within the time frame in the posting.

**Section 23.4:** Qualified employees who make application for a transfer who are currently in the same classification, and are not on probation, may file a transfer request for the vacancy. Qualified employee(s) who make application for a transfer shall have their skills, abilities, knowledge and competency required for the transfer determined based upon an examination (testing) as established by the Library Human Resources Office. System seniority will be considered.

### **ARTICLE 24 -- DURATION**

**Section 24.1:** This Agreement shall be effective January 1, 2019 and shall continue in full force and effect through December 31, 2021.

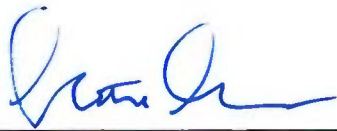
**Section 24.2:** Ninety (90) calendar days prior to the end of December 31, 2021, the parties shall meet and may agree to extend the terms and conditions of the existing Agreement, or, upon written notification, may open negotiations for the purpose of negotiating a new Agreement.



IN WITNESS WHEREOF, the parties have signed this Agreement this 14 day of  
AUGUST, 2019.

TACOMA PUBLIC LIBRARY

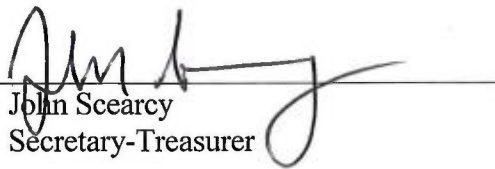
By: \_\_\_\_\_



Kate Larsen  
Library Director

TEAMSTERS LOCAL UNION NO. 117

By: \_\_\_\_\_



John Searcy  
Secretary-Treasurer

## APPENDIX A

### TACOMA PUBLIC LIBRARY SALARY SCHEDULE FOR TEAMSTER EMPLOYEES 1/1/2019 through 12/31/2021

**2019 rates** - Effective January 1, 2019, wage rates have been calculated per the terms of Section 12.1 of this agreement.

Code	Job Title	1/12	2/13	3/14	4/15	5/16	6/17	7/18	8/19	9/20	10/21	11
90590	Accounting Technician	26.13	26.39	26.65	26.92	27.19	27.46	27.73	28.01	28.29	28.57	28.86
		29.15	29.44	29.74	30.03	30.33	30.64	30.94	31.25	31.56	31.88	
90470	Accounting Technician, Sr	29.15	29.44	29.74	30.03	30.33	30.64	30.94	31.25	31.57	31.88	32.20
		32.52	32.85	33.18	33.51	33.84	34.18	34.52	34.87	35.22	35.57	
90540	Library Public Information Officer	37.17	37.54	37.91	38.29	38.68	39.06	39.45	39.85	40.25	40.65	41.05
		41.47	41.88	42.30	42.72	43.15	43.58	44.02	44.46	44.90	45.35	
90760	Manager, Automated Services	39.44	39.84	40.24	40.64	41.05	41.46	41.87	42.29	42.71	43.14	43.57
		44.01	44.45	44.89	45.34	45.79	46.25	46.71	47.18	47.65	48.13	
90780	Manager, Collection Development	39.44	39.84	40.24	40.64	41.05	41.46	41.87	42.29	42.71	43.14	43.57
		44.01	44.45	44.89	45.34	45.79	46.25	46.71	47.18	47.65	48.13	
90060	Manager, Library Facilities	38.74	39.13	39.52	39.91	40.31	40.72	41.12	41.53	41.95	42.37	42.79
		43.22	43.65	44.09	44.53	44.98	45.43	45.88	46.34	46.80	47.27	
90740	Manager, Library Information Technology	43.48	43.91	44.35	44.79	45.24	45.69	46.15	46.61	47.08	47.55	48.03
		48.51	48.99	49.48	49.98	50.48	50.98	51.49	52.00	52.52	53.05	
90710	Managing Librarians	39.44	39.84	40.24	40.64	41.05	41.46	41.87	42.29	42.71	43.14	43.57
		44.01	44.45	44.89	45.34	45.79	46.25	46.71	47.18	47.65	48.13	
90320	Supervisor, Branch/Department	30.34	30.64	30.95	31.26	31.57	31.89	32.21	32.53	32.85	33.18	33.51
		33.85	34.19	34.53	34.87	35.22	35.58	35.93	36.29	36.65	37.02	
90380	Supervisor, Northwest Room	30.34	30.64	30.95	31.26	31.57	31.89	32.21	32.53	32.85	33.18	33.51
		33.85	34.19	34.53	34.87	35.22	35.58	35.93	36.29	36.65	37.02	
90340	Supervisor, Reference & Instruction Services	36.12	36.48	36.84	37.21	37.58	37.96	38.34	38.72	39.11	39.50	39.90
		40.29	40.70	41.10	41.52	41.93	42.35	42.77	43.20	43.63	44.07	
90360	Supervisor, Trainer	41.67	42.09	42.51	42.94	43.37	43.80	44.24	44.68	45.13	45.58	46.03
		46.49	46.96	47.43	47.90	48.38	48.87	49.35	49.85	50.35	50.85	
90370	Supervisor, Web & ILS Services	37.79	38.17	38.55	38.93	39.32	39.72	40.11	40.52	40.92	41.33	41.74
		42.16	42.58	43.01	43.44	43.87	44.31	44.75	45.20	45.65	46.11	

## **APPENDIX B**

Accounting Technician  
Accounting Technician, Senior  
Branch/Dept Supervisor  
Library Public Information Officer  
Manager, Automated Services  
Manager, Collection Development  
Manager, Library Facilities  
Manager, Library Information Technology  
Managing Librarians  
Northwest Room Supervisor  
Reference & Instruction Services Supervisor  
Trainer/Supervisor  
Web & ILS Services Supervisor

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## **APPENDIX C**

### **REDUCTION IN FORCE AND REEMPLOYMENT LIST**

Accounting Technician  
Accounting Technician, Senior

Managing Librarians  
Reference & Instruction Services Supervisor  
Branch/Department Supervisors

Manager, Automated Services (working title: Manager, IT/Network Services)  
Manager, Information Technology (was Manager, Automated/Technical Services)  
Web & ILS Services Supervisor

Community Relations Officer

Manager, Facilities (was Supt of Maintenance)

Manager, Collection Development

Northwest Room Supervisor

Trainer/Supervisor



## **INDEX TO LETTERS OF UNDERSTANDING**

<u>Subject/Description</u>	<u>Effective Date/Signed</u>
Set-Ups for Branch/Dept. Supervisors LOU	06/08/2017
Sunday Schedules for Managing Librarians	12/24/2018

**LETTER OF UNDERSTANDING  
By and Between  
TACOMA PUBLIC LIBRARY  
And  
TEAMSTERS LOCAL UNION NO. 117  
Affiliated with the  
International Brotherhood of Teamsters**

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**Re: Set-Ups for Branch/Dept. Supervisors  
Effective Date: June 8, 2017**

The Tacoma Public Library (Library) and Teamsters Local Union 117 (Union) (collectively, the Parties) enter into this Letter of Understanding (LOU).

Based on business needs, Library Administration may temporarily assign duties to employees in the Branch/Department Supervisor ("Supervisor") classification that are outside of the Supervisor classification and normally performed by the Managing Librarian classification ("Managing Librarian Duties").

In such cases, the Parties agree that employees in the Supervisor classification will be set-up in the following manner:

1. Library Administration shall set-up Supervisors based on business needs and the qualifications required for the set-up.
2. In order to be compensated at the rate of the Managing Librarian classification, a Supervisor shall perform the Managing Librarian Duties for four (4) or more hours in one day.
3. A Supervisor in a set-up status will receive a rate of pay equivalent to the Step 1 Managing Librarian pay scale, or the next step equivalent that provides for at least a 5% increase, for actual hours worked of four (4) or more hours in one day.

Nothing in this LOU is intended to be used as a precedent for future contract negotiations or other similar matters. This LOU will expire with the adoption of a successor collective bargaining agreement.

**Original Signed by:**

**For Teamsters Local No. 117:**

John Searcy  
Secretary-Treasurer

**For the Tacoma Public Library:**

Susan Odencrantz  
Library Director

**Letter of Understanding  
By and Between  
TACOMA PUBLIC LIBRARY  
And  
TEAMSTERS LOCAL UNION NO. 117  
Affiliated with the International Brotherhood of Teamsters  
(Representing Library Unit)  
Effective Date: December 24, 2018**

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**Subject: Sunday Schedules for Managing Librarians**

The Tacoma Public Library (Library) and Teamsters Local Union 117 (Union) (collectively, the Parties) enter into this Letter of Understanding (LOU).

The Library will be open on certain Sundays beginning January 6, 2019. One (1) Managing Librarian will be required to be on call for each of the Sundays that the Library is open.

The Parties agree to the following:

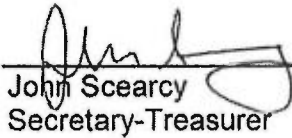
1. Prior to January 6 for 2019, and prior to September 1 in following years during the time this LOU remains in effect, employees in the Managing Librarian classification shall choose, on a voluntary basis, by date of hire (the employee with the oldest hire date will choose first), those Sundays they will be on-call through June. There is no limit on the number of Sundays an employee may choose.
2. Sundays not voluntarily chosen shall be assigned. One (1) Sunday shall be assigned to each employee by inverse order of the date of hire (most recent first), until all of the Sundays are covered. In the event an employee who is next in line to be assigned has a previously scheduled vacation the week before and/or the week following the Sunday to be assigned, the vacation shall take precedence and the employee will be skipped and assigned to the next open Sunday.
3. If an employee needs to cancel an assignment, the employee will locate a replacement. Employees may also voluntarily trade assignments. Employees will notify the HR Manager of any arrangement to change their assignments. If the employee is unable to find a replacement or trade, the employee shall work the on-call assignment.
4. An employee shall receive eight (8) hours (one (1) day) of General Leave for each Sunday the employee is on call, which shall be used in accordance with Article 15 of the Parties' applicable collective bargaining agreement. The Library reserves the right to cancel a Sunday assignment. An employee who does not receive notice of cancellation before the end of business the Saturday before the scheduled assignment, shall receive the one (1) day of General Leave for that cancelled assignment.
5. The Parties agree to meet and discuss any issues that may arise during the course of this LOU.



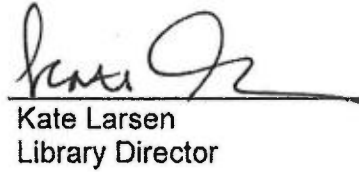
Letter of Understanding  
Tacoma Public Library  
Sunday Schedules for Managing Librarians  
Page 2

This LOU shall expire at the end of the term of the contract following the Parties' 2015-2018 contract. Nothing in this LOU is intended to be used as a precedent for future contract negotiations or other similar matters.

**For Teamsters Local No. 117:**

 12/20/18  
\_\_\_\_\_  
John Searcy Date  
Secretary-Treasurer

**For the Tacoma Public Library:**

 12/21/18  
\_\_\_\_\_  
Kate Larsen Date  
Library Director