

AGREEMENT BY AND BETWEEN

TIMBERLAND REGIONAL LIBRARY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO, LOCAL 3758

2026 – 2028

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PREAMBLE

Timberland Regional Library and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 3758 agree that providing high quality services and maintaining a work environment in which all Library employees are valued for their contributions are mutual objectives.

We understand and accept the premise that positive working relationships depend on both parties following certain guiding principles; with this premise in mind, we agree the following principles guide our efforts in maintaining a positive organizational culture and a sustained cooperative labor-management relationship:

- We promote an understanding of problems, challenges and opportunities and will seek ways to jointly and reasonably address them.
- We recognize the importance of our renewed organizational culture, and that sustaining cooperative relationships will be a long-term effort requiring perseverance and patience.
- We seek to work with each other in an environment of trust.
- We listen to each other and communicate openly and candidly. We keep each other informed of critical issues affecting the workplace and pledge meaningful action based on that information.
- We expect that employees, supervisors and managers will work well together and treat each other with dignity and respect.
- We wish to solve problems collaboratively, to reach consensus when possible, and to address conflict in a constructive manner.
- We strive to honor the commitments we make to each other.
- We share information of mutual concern, including information on Library operations and costs.

The Preamble is a reflection of the constructive working relationship of the parties and is not meant to be the basis for grievances.

ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is between the Timberland Regional Library, hereinafter referred to as the "Employer" or "Library," and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 3758, hereinafter referred to as the "Union." This Agreement between the aforementioned parties has been reached as a result of collective bargaining and shall be in effect for the period stated herein.

The Employer and the Union have agreed to certain terms and conditions of wages, hours, fringe benefits and other conditions of employment for employees covered by the Agreement. This Agreement and the procedures which it defines are intended to contribute to the continuation of positive employer/employee relations and to be in all respects in the public interest.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

Section 1: The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES / AFSCME Council2 and its affiliated local (hereafter Union) as the sole and exclusive collective bargaining representative, State of Washington Public Employment Relations Commission (PERC) Case No. 1759-E-78-323, and amended by Case No. 22706-C-09-1416 (Decision 10758-PECB) in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause; provided that the following employees are not included in the bargaining unit:

- A. Executive Director
- B. Executive Administrator
- C. Library Services Director
- D. Operations Director
- E. Finance Administrator
- F. Finance Coordinator
- G. Human Resources Employees
- H. Public Information Officer
- I. Operations Administrative Project Coordinator
- J. Information Technology Employees
- K. Confidential employees as defined by PERC and WAC 391-35-320; Temporary employees; Substitute employees.

Section 2: Definitions of Employees -

- A. **Regular full-time employees** are defined as employees scheduled to work 40 hours per week.
- B. Due to the fact that TRL is an eligible employer as identified by the US Department of Education, TRL defines full-time work as thirty (30) hours per week for the sole purpose of allowing eligible staff to qualify for Public Service Loan Forgiveness. This allowance has no other purpose but to enable eligible staff to pursue loan forgiveness, and does not impact any TRL-provided benefits or other accruals.
- C. **Regular part-time employees** are defined as employees scheduled to work less than 40 hours per week.
- D. **Temporary employees** are employees hired to work for a specified period of time due to their employment being directly related to grant funding or to accommodate a regular employee on authorized leave for a specified period of time not to exceed one year.
- E. **Substitute employees** are defined as individuals hired to work on a casual, as-needed basis due to the absence of a regular employee, or due to fluctuations in work.

Section 3: In the event of any unresolved issues pertaining to the exclusion of a position classification from this Agreement, such issue shall be submitted to PERC for resolution. The Employer and the Union agree that any issue pertaining to exclusion shall not be subject to Article 7 - Grievance Procedure.

ARTICLE 3 - UNION SECURITY

Section 1: The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a Union staff representative or Union President.

Section 2: Deduction of Union Dues. The Employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

For current Union members and those who choose to join the Union, the Employer shall deduct once each pay period all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

Should the Employer receive the original Authorization for Payroll Deduction and Representation, they shall provide an electronic copy via email to C2everett@council2.com within 10 days of receiving the original Authorization for Payroll Deduction form.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a Union member or not, the Employer shall continue to remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Library arising out of the administration of this Article so long as the Employer complies with this article.

Section 3: Bargaining Unit List - Per Washington State law, the Employer shall provide to the Union within 21 business days from the date of hire, and quarterly thereafter, a complete list of all bargaining unit members that includes: employee name, home address, work email, personal email, personal phone number, birth date, hire date, current bargaining unit, job title, classification, department/branch, hours-per-pay period, and rate of pay.

Section 4: P.E.O.P.L.E. Checkoff - The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E program.

ARTICLE 4 - UNION ACTIVITIES

Section 1: Employer work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs other than as stated in this Agreement. The Union shall advise the Employer, in writing, of the names of its authorized representatives and Stewards. Employees serving as representatives of the Union shall be excused from work with pay while conducting the following duties during regularly scheduled work hours, with the permission of the Executive Director or designee and so long as such absences do not disrupt the provision of Library services:

- A. Processing grievances, including conducting investigations, filing of grievances, and participating in grievance hearings.
- B. Representing employees in disciplinary, or investigatory meetings, or meetings concerning changes to an employee's wages and benefits, hours, or working conditions.

- C. Participation in Union-Management Committee and TRL-approved project-based subcommittees.
- D. Negotiation of the Collective Bargaining Agreement. Two (2) employees from the bargaining unit serving on the Union bargaining team shall be excused from work with pay.

Section 2: Bulletin Boards - Bulletin board space will be allocated for posting Union materials in buildings where bulletin boards presently exist; the area allocated shall not exceed 20" by 24". These materials may include the minutes of Union meetings, a listing of the officers and representatives of the Union, dues deduction forms, a copy of the Agreement and Side Agreements, information on the AFSCME Scholarship program and any other Union informational materials. Materials posted shall not be derogatory.

Section 3: Email and Inter-Office Mail - Use of the Employer's e-mail system is limited to business use only. The Employer agrees to allow the Union President or Staff Representatives the use of the Employer's email system only for the purposes of posting notices of meeting dates, times, and locations, or for joint labor and management relations communications related to contractual issues, or other correspondence as mutually agreed upon. If the Employer finds there to be violations of this provision, they shall meet with the Union to discuss the issue, and if unresolved may remove this permission. Use of the Employer's inter-office mail system is limited to sending the New Member Packet for New Employee Orientation.

Section 4: New Employee Orientation -

- A. The Employer agrees to notify the Local Union President and the Staff Representative in writing of any new positions and new employees when they have accepted employment with the Library.
- B. The Union shall appoint representatives to perform New Employee Orientation duties, and they shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations and Union insurance.
- C. The Employer will allow for use of TRL equipment to facilitate remote meeting access to the employee and/or allow for travel time to visit the new employee's workstation, provided it has minimal impact on daily department/branch function.

The Union is responsible for the development, distribution and cost of the Union information packet and is solely responsible for its contents.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 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. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

Section 2: Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

- A. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
- B. 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.
- C. To determine the need for reduction or an increase in the work force and the implementation of any decision with regards thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods 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.
- E. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To assign and distribute work.
- G. To assign shifts, workdays, hours of work and work locations.
- H. To determine the need for and the qualifications of new employees, transfers and promotions.
- I. To discipline, suspend, demote or discharge an employee, for cause.

- J. 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.

Section 3: The exercise of any management prerogative, function or right, which is not specifically modified by this Agreement nor contradicted by the terms of Timberland Regional Library policies, is not subject to the grievance procedure, or, as set forth above, to bargaining during the term of this Agreement.

Section 4: The Union acknowledges the Employer's right to establish policies and procedures.

- A. The Library will, at least thirty (30) days prior to implementation provide the Union notice of new policies or procedures affecting wages and benefits, hours, or working conditions which have an impact on bargaining unit employees. The Union shall have the right to review and comment on the proposed changes. The Union shall respond with its comments within thirty (30) days of receipt of the proposed changes.
- B. In the event the Union does not request negotiations within thirty (30) days of receipt of the notice, the Employer may implement the changes without further negotiations.
- C. In the event there are emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, the Employer will notify the Union as soon as possible.

ARTICLE 6 - UNION-MANAGEMENT COMMITTEE

Section 1: There shall be a Union-Management Committee consisting of up to two (2) representatives for Local 3758-S and two (2) representatives for Local 3758 or any combination therein and appointees designated by the Executive Director, plus the Executive Director or designee. Individual appointees may be changed by the appointing authority.

The purpose of the Union-Management Committee is to discuss matters of general interest to members as opposed to complaints of individual employees. These meetings are to discuss improvement of employee relations and shall have no bargaining authority.

The Union-Management Committee shall meet in January, April, July and October. Quarterly meetings shall be scheduled by Management for the following calendar year no later than December of the preceding year. Upon Union request to cancel or reschedule all agenda items will transfer to the next meeting.

Section 2: Meetings of the Union-Management Committee shall normally be held during work hours. Union appointees and the Local Union President or designee shall experience no loss in pay during a day scheduled for a Committee meeting. Any Committee members will be excused from their normal work duties during Committee meeting days and will be permitted up to thirty (30) minutes to conduct Union business before or after the Committee meetings.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1: The purpose of this procedure is to resolve grievances in an orderly manner. A determined effort shall be made to settle any grievances at the lowest possible level in the grievance procedure and during the grievance procedure there shall be no suspension of work or interference with the operations of the Library. Meetings or discussions involving grievances or the procedures set forth hereafter shall not occur on Employer time unless otherwise mutually agreed.

Section 2: A Shop Steward and either a Staff Representative or Local President may visit the work location, if relevant to the investigation, or speak virtually to employees covered by this Agreement at a reasonable time for the purpose of investigating grievances, but without interfering with Library operations.

Section 3: A grievance is defined as only those disputes involving the interpretation, application, or alleged violation of a specific provision of this Agreement and/or TRL Policy. To be valid, grievances must be submitted to the other Party as soon as possible, but no later than fourteen (14) calendar days from the incident leading to the grievance, or from the date the employee or the Union could have reasonably known of the incident.

Grievances shall be processed in accordance with the following procedures within the stated time limits.

STEP 1. An aggrieved employee and/or the Union shall present grievances in writing within fourteen (14) calendar days of their alleged occurrence to their immediate supervisor, who shall be available to meet with the employee and Union steward in person, via conference call or other available means, and who shall attempt to resolve the grievance within fourteen (14) calendar days after receipt of the grievances. Employees may waive Union representation at Step 1 only, in which case the grievance shall end at Step 1.

In seeking solutions, the employee's immediate supervisor shall coordinate with their supervisor. Written notice shall include:

1. A statement/description of the grievance with relevant dates and facts.
2. The specific provision(s) of the Agreement allegedly violated.
3. Remedy sought.
4. Signature and date of the employee grieving.

In the case of a group grievance, the group shall be described and at least one named employee from the affected group shall be included. The employee representing the group and the Union Steward/Officer shall sign the grievance.

STEP 2. If not satisfied with the solution the Union shall within fourteen (14) days of receipt of the immediate supervisor's solution, submit the original grievance in writing to the Executive Director, including reasons for dissatisfaction with the solution.

Within fourteen (14) calendar days from receipt of the written grievance, the Executive Director or designee shall meet with the employee grieving, the immediate supervisor and manager(s) and a Union representative. The Executive Director or designee shall attempt to resolve the grievance as set forth in writing and shall issue a decision not more than fourteen (14) calendar days after the meeting is adjourned.

STEP 3. If the grievance remains unresolved, it may be submitted by the Union to the Employer's Board of Trustees within fourteen (14) calendar days of receiving the Executive Director's or designee's response. The Board of Trustees shall convene a special meeting for the purpose of hearing the grievance within thirty (30) calendar days of receipt of the grievance and shall issue its decision to the Union not more than fourteen (14) calendar days after the meeting is adjourned.

STEP 4. If the grievance has not been resolved to the Union's satisfaction, the grievance may be referred to arbitration. After receipt of the written request for arbitration, the Employer and the Union shall select an impartial party to serve as an arbitrator. If the Union and the Employer are unable to agree on an arbitrator, the arbitrator shall be selected by a process of elimination from a list of five (5) arbitrators furnished by the American Arbitration Association or, if either party prefers, from a list furnished by PERC.

STEP 5. The grievance shall be scheduled to be heard in accordance with the arbitrator's schedule. The arbitrator's decision shall include specific findings of fact and shall identify the application and the arbitrator's interpretation of this Agreement as it applies to the issue in dispute.

The arbitrator shall confine themselves to the precise issues submitted to arbitration and shall have no authority to determine other issues not so submitted. The arbitrator shall have jurisdiction and authority only to rule on interpretation, application, or compliance with this Agreement as it may apply to the issue in dispute. They shall not add to or detract from or alter in any way the provisions of this Agreement.

The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union and the employees involved. The expenses and fees in common to the services of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear the cost for preparing and presenting its own case including the costs of witnesses.

Section 4: Any and all-time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the employees or the Union to submit the grievances in accordance with these time limits without such waiver shall constitute abandonment of those specific grievances. Failure of the Employer to submit a reply within the

specified time limits shall cause the grievance to be automatically moved to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union stating that the matter has been resolved.

ARTICLE 8 - NONDISCRIMINATION

Section 1: There shall be no discrimination by the Employer toward any employee engaging in legally protected Union activity.

Section 2: There shall be no discrimination by either the Employer or the Union in carrying out their respective obligations under this Agreement in matters of training, promotion, transfer, layoff, discipline, termination or otherwise because of age, sex (including gender, pregnancy, sexual orientation, and gender identity), religion, marital status, race, creed, color, national origin, ethnicity, political affiliation, veteran or military status, or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification as defined by state law, or because of any status protected under applicable local, state or federal law.

Section 3: Employees alleging discrimination shall not have recourse through the grievance procedure contained in this Agreement. Any employee who believes that they have experienced unlawful discrimination should notify their supervisor or Human Resources.

ARTICLE 9 - WORKPLACE BEHAVIOR

Section 1: The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect. Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate behavior, the employee and/or the employee's representative is encouraged to report this behavior to the Human Resources Office. Inappropriate workplace reports will be identified as such.

Section 2: Allegations of inappropriate workplace behavior in violation of the Standards of Conduct, Standards of Performance, policies or procedures will be made in writing to the supervisor, who will make a determination as to whether or not the complaint warrants further investigation. Should it be determined that further investigation is necessary, the supervisor shall direct the complaint to the Human Resources office, in writing.

When a written complaint is received by the Human Resource office, the Employer will determine the appropriate form of investigation and take appropriate action as determined by TRL policy and procedure. The complainant and the investigated employee may request and

receive an update on the status of the investigation and will be provided with a notification when the investigation is complete. The investigated employee will be provided with both a notification that the investigation is complete and information on the investigation outcome. The complainant may be notified when the investigation is complete, but privacy considerations will limit sharing confidential information regarding others.

ARTICLE 10 - JOB VACANCIES

Section 1: All job vacancies will be posted concurrently. All employees, regardless of probationary status, may apply for any vacancy for which they are qualified. Factors such as performance, seniority, documented discipline, and other factors deemed relevant by the Employer shall be considered. Should an employee who is on probation be chosen, that employee's probationary period shall reset to the date of hire in the new position until a satisfactory twelve (12) month continuous probationary period is completed.

The hiring authority shall consider internal applications prior to considering external candidates. Factors such as performance, seniority, documented discipline, and other factors deemed relevant by the Employer shall be considered. An employee offered a position may decline the opportunity without prejudice, and the Employer is not required to select an internal applicant should the applicant not fulfill Employer need. Whether or not to fill a vacancy by internal application is the sole determination of the hiring authority. An employee requesting to voluntarily demote will be placed on the salary range of the applicable position upon demotion.

Section 2: In regard to job postings, promotion and transfer, primary consideration will be given to qualifications, with seniority determinative where employees are otherwise equal. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as interview, job performance, ability and employment record.

Section 3: When two or more vacancies exist in the same classification at the same location, the Employer may use the same pool of applicants to fill the additional vacancy for up to ninety (90) calendar days following the filling of the first vacancy.

Section 4: Internal Candidate Interviews -

- A. If an internal candidate is interviewed during their regularly scheduled work time, the interview time is paid time at the staff member's regular rate of pay, excluding any premium pay. If an internal candidate is interviewed during their time off from work, the interview time is not paid, nor is it counted as compensatory time. The interview and hiring process shall not be delayed to accommodate an internal candidate's interview during their regularly scheduled work hours. This excludes substitute employees.
- B. The internal candidate is responsible for their own transportation to and from the job interview. If the internal candidate commutes for an internal interview during their regularly scheduled work time, the commute time is paid time at the candidate's regular

rate of pay, excluding premium pay. If the commute time is outside the internal candidate's regularly scheduled work time, the commute time is not paid, nor is it compensatory time.

Section 5: Reference Checks and Personal Recommendations -

- A. Any requests for employment verification and/or work-related reference checks related to current or former employees of TRL shall be directed to the employee's direct supervisor or Human Resources. Supervisors must have at least six (6) months' experience supervising the employee in order to act as a reference. Other co-workers are not eligible to act as a work reference for other staff.
- B. References will be limited to verification of employment unless the employee or former employee has completed a written waiver and release.
- C. Other staff members who provide personal recommendations:
 - 1. Are not agents of TRL.
 - 2. May not make such recommendations as part of their job; and
 - 3. May not use TRL letterhead or work time to prepare recommendations.

Section 6: When a newly created classification is posted, the Employer shall notify the Union in writing and shall provide the Union with a copy of the proposed title, job description, work location, FTE and salary/wage range.

ARTICLE 11 - PROBATIONARY EMPLOYMENT

Section 1: New employees covered by this Agreement shall be subject to a twelve (12) calendar-month probationary period, commencing with their first day of work. During this period the employee may take vacation leave after thirty (30) calendar days, but leave shall accrue from their date of hire. The employee may be granted use of personal holidays after six (6) months.

During the twelve (12) month probationary period, employee will be evaluated on their job performance. New employees on probation shall have no seniority and their retention shall be at the sole discretion of the Employer. Such employees shall not have recourse to the grievance procedure for any aspect of termination.

Employees serving in a probationary period may apply for and be considered for promotional opportunities during the review period. If the employee is selected for promotion, their probation period shall be extended for an additional six (6) months from the date of hire in the new position.

Section 2: An employee not on probation hired to fill a different classification within the bargaining unit shall be subject to a six (6) month trial service.

In the event the employee does not successfully complete this trial service, the employee shall be permitted to return to their former position and pay, if such is available, or to a similar existing, open position and former rate of pay.

Section 3: Employees serving in a trial service period may apply for and be considered for promotional opportunities during the review period. If the employee is selected for promotion, their trial service period shall be extended for an additional six (6) months from the date of hire in the new position.

Section 4: Employee will be notified by Human Resources when they have successfully completed probation.

Section 5: Leave With Out Pay - In the event an employee is on leave for more than (10) consecutive working days during a probationary or trial service period, the completion date may be extended by an amount of time equal to the period of leave.

ARTICLE 12 - EMPLOYEE DISCIPLINE AND DISMISSAL

Section 1: The Employer shall not discipline or discharge any regular employee without just cause. The Employer may discipline an employee for cause in a manner consistent with the nature and severity of the situation.

Section 2: When an employee is required by the Employer to attend a meeting which could lead to disciplinary action against that employee, the Employer shall inform the employee the meeting could result in disciplinary action; the employee has the right to be accompanied by one (1) Staff Representative and one (1) Bargaining Unit Representative. The meeting may be delayed for a reasonable time in order for the Union representation to be present, if such representation is requested.

Section 3: An employee may have one (1) Staff Representative and one (1) Bargaining Unit Representative. present during any step of discipline and dismissal procedures. Union Representatives acting in a representative capacity during a disciplinary meeting shall not suffer loss of regular pay if a disciplinary meeting called by the Employer occurs during their regular work schedule.

- A. Employees and supervisors sign and date or have electronic receipt of the original documentation of verbal and written notifications, which are sent to Human Resources to be filed in the employee's personnel file. In the event the employee refuses to sign the documents, the supervisor will note on the documentation that the employee was given the opportunity to sign the documents but did not.
- B. **Documented Coaching:** coaching between a supervisor/manager and employee is informal and intended to improve or modify work performance. Coaching is

classified as pre-disciplinary. Coaching is an effective means of communicating before formal discipline begins. Repeated coaching on the same issue could be used in formal discipline if no improvement occurs. After one (1) year the employer will remove such writing if the employee has not exhibited problems of a similar nature during that one (1) year period. Coaching should be utilized prior to formal discipline whenever possible.

- C. **Documented Verbal Reprimand:** An employee may be notified at least once by their immediate supervisor of an undesirable trend in performance or conduct and the need for correction. When possible, this is the step that all formal discipline will start with. An employee will know that this is formal discipline and will be provided the opportunity to have Union representation. After one (1) year the Employer will remove such documents from an employee's personnel file if the employee requests such removal in writing if the employee has not exhibited problems of a similar nature during that one (1) year period. A written remedy for the verbal reprimand shall be provided to the employee upon request.
- D. **Written Reprimand:** Should an employee's inadequate performance or conduct not improve following a verbal notification, or should the situation warrant, a written notice outlining the employee's inadequate performance/conduct shall be issued to the employee by his or her supervisor. Such notice shall include the areas of employee performance and/or conduct which are below required Employer standards and the corrective action required of the employee. Failure of the employee to meet necessary standards may result in suspension or termination, as warranted. A copy of said written reprimand shall be placed in the employee's personnel file. The employee shall have the option of submitting a written rebuttal to the written reprimand within five (5) calendar days. After one (1) year the employer will remove such documents from an employee's personnel file if the employee requests such removal in writing and if the employee has not exhibited problems of a similar nature during that one (1) year period. Evaluations will not be removed from an employee's personnel file.
- E. When an employee is presented with documents relevant to Article 12 that will be added to their personnel file, it shall be accompanied by a written notification of the employee's rights to respond under Article 25, Section 5. Such notification shall include written instruction on how to submit a response.
- F. **Suspension:** An employee, whose inadequate performance or conduct may necessitate termination of employment for cause, may be suspended without pay and benefits for a specified period of time. After two (2) years the Employer will remove such documents from an employee's personnel file if the employee requests such removal in writing and if the employee has not exhibited problems of a similar nature during that two (2) year period.

G. **Dismissal:** It is recognized and agreed that the Employer has the right to dismiss any employee for cause. Should an employee fail to improve following progressive discipline, the employee may be dismissed. In the event of major misconduct, dishonesty, or gross insubordination, the employee may be dismissed, even if the employee does not have a previous disciplinary record. Except in cases of major misconduct, dishonesty, gross insubordination, or job abandonment, the employee shall be given two (2) weeks' notice or pay in lieu of notice. Job abandonment is triggered after three (3) no call, no show absences. The employer will notify the Union within three (3) working days after an employee is involuntarily discharged.

Section 4: The criteria for determining standards for discipline and dismissal shall include the following considerations.

- A. That the employee was forewarned of the probable consequence of their conduct.
- B. That the Employee follows the Standards of Conduct, Standards of Performance and all policies and procedures of the Employer.
- C. That efforts were made to determine whether the employee disobeyed a rule or order.
- D. That the investigation was fair and objective.
- E. That there was satisfactory proof of unacceptable performance or conduct.
- F. That the rules were applied fairly without discrimination.

Section 5: A new employee may be suspended or dismissed within the probationary period with no appeal of the suspension or dismissal.

ARTICLE 13 - SENIORITY

Section 1: Seniority shall apply to an employee hired into a regular position only and shall be based on the most recent hire date within TRL, without a break in service.

Section 2: Employees who were employed by a city library or library district, which becomes a part of the Timberland Regional Library shall have their seniority based on their hire date and continuous service with that city library or library district.

Section 3: An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, seniority shall not be lost because of authorized leaves of absence or while an employee is on a recall list pursuant to Article 13.

Section 4: An employee who takes a non-union position outside of the base bargaining unit, and then returns to a position within the base bargaining unit through the normal application process, shall have their seniority restored to them for the duration of the period previously spent in the Union position.

Section 5: Employees who take bargaining unit positions outside of the base bargaining unit, but within TRL, and later return to the base bargaining unit, without a break in service, shall retain their seniority as if they had not left the unit.

Section 6: Seniority, for the purposes of consideration in layoff situations, is the period of unbroken service in the affected job classification. An authorized leave of absence without pay does not constitute a break in service, but the length of the leave will be deducted in calculating seniority, however, leaves of absence using PFML, FMLA, or other protected leaves will not be deducted when calculating seniority.

ARTICLE 14 - REASSIGNMENT

Section 1: Types

- A. Vacancies: After a position becomes vacant and Management has deemed it necessary to fill, Human Resources will collaborate with the Executive Director or their designee to reassign a current employee at the same classification to the vacant position.
- B. Department Changes: When a department is dissolved or when the needs of specific libraries or departments change, staff may be reassigned to other libraries or departments.
- C. In Lieu of Reduction in Force (Layoff): Reassignment will be used as a preferred alternative to layoff whenever operationally feasible.

Section 2: Conditions

- A. The Library will only reassign an employee whose current position does not need to be filled.
- B. Reassigned staff will not be entitled to their previously held schedule. Schedules are determined based on the needs of the library or department.
- C. Reassigned staff retain their current FTE and pay grade step. If the vacant position is at a higher FTE, determination of whether to offer additional hours is based on the needs of the Library. If the employee being reassigned is not able to fulfill a higher FTE, the Library will move to the next closest staff member to reassign.

- D. Reassigned staff shall not enter a new trial service period.
- E. In the case that an employee would rather leave Library employment than accept a reassignment, the Library will draft a separation agreement with that employee indicating that they will not contest their unemployment claim.
- F. If the reassigned employee's former location has a vacancy within their classification within 90 days of the reassignment, the employee will have the option to transfer back to the vacant position before the position is posted. If more than one involuntarily reassigned staff member is interested in transferring back to the vacant position the staff member with seniority as defined in Article 13 will be selected.

Section 3: Locations

- A. The location of reassignment will be geographically close. Geographically close will be defined as:
 - a. Within (25) twenty five miles of the employees' home unless the employee's current commute is more than 40 miles, in which case they may be reassigned within 40 miles of their home.
- B. Employees will be assigned one official home location.
- C. No employee will be reassigned to a new branch that would give them a total roundtrip commute of more than 1.5 hours from their residence to their assigned home location, unless they volunteer to do so.
- D. All calculations of commute time or distance will be determined by Google Maps.

Section 4: Continuity of Operations

Employees may be temporarily reassigned to help maintain certain essential functions that support the Library's service level during a catastrophic emergency that affects district-wide operations (e.g. pandemic flu, Mt. Rainier eruption). In such an event the Department Director has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status. Employees will receive out of class pay for the duration of the assignment to perform duties within a higher classification. Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

ARTICLE 15 - REDUCTION IN FORCE

Section 1: A layoff occurs when the elimination of work, a reorganization, lack of funds, or other reasons requires a reduction in the number of positions. In the event of a layoff, work will be reprioritized and adjusted to reflect the change in staffing levels.

Section 2: Layoff Unit - The layoff unit shall consist of all positions in the affected job classification affected by the reduction.

Section 3: Priority of layoff considerations:

- A. Employees who hold temporary and acting appointments.
- B. Employees in an initial trial service period.
- C. Presence of active discipline in personnel file, including written reprimand or suspension.
- D. Seniority by classification.
- E. With all things being equal in in-class seniority, seniority will be established by hire date.

Section 4: Severance - In the event a member of the bargaining unit is laid off and the employee has completed a minimum of twelve (12) months employment with TRL, the employee shall be entitled to receive severance pay in their last paycheck based on the following sliding scale:

- A. After twelve (12) months' employment - One (1) month salary; and the amount equivalent to one (1) month's health insurance premiums.
- B. After twenty-four (24) months' employment - Two (2) months' salary; and the amount equivalent to two (2) months' health insurance premiums.
- C. After thirty-six (36) months of employment - Three (3) months' salary; and the amount equivalent to three (3) months' health insurance premiums.

The average monthly salary of the prior twelve (12) months will be used to determine the monthly salary for determining severance pay.

Section 5: "Bumping Rights" - If an employee has been given notification of pending layoff, has seniority within the layoff unit (job classification), and is qualified for another vacant position, the employee may notify their supervisor and the Human Resources Department, in writing, of the employee's intention to use the seniority rights to request a move to that vacant position in lieu of being laid off from their current position. The position sought must be a lateral move or a demotion; bumping rights do not include positions at higher levels than the position currently held. The Human Resources Department will confirm that the seniority conditions have been met, and, if so, the supervisor must honor the request.

- A. In the event that an entire classification is eliminated, employees in the affected classification have the right to bump into a previously held position or current equivalent job title.

Section 6: Notice of Layoff: It is the intent of the Employer to notify the Union and the affected employee(s) as soon as practical if there is a pending layoff. A notice of layoff, signed by the Director or designee, shall be given to the affected employees at least sixty (60) calendar days prior to the effective date in accordance with the Securing Timely Notification and Benefits for Laid off Employees Act. A copy of each layoff notice shall be provided to the Human Resources Department and to the Union's Council 2 Staff Representative.

Section 7: Layoff Register: The names of regular employees who have been laid off (including those who have accepted a reduction in classification) shall be placed on a layoff register for classifications from which the employees were separated. An employee's name shall remain on

the register for one (1) year from the date of layoff. It is the employee's responsibility to keep the Employer informed of current physical and e-mail addresses. Notification of job openings will be sent, prior to a general announcement of the opening, via email to those employees on the register who give the Employer their email addresses. An employee's name may be removed from the register for any of the following reasons:

- A. Reappointment of the employee to their former job classification.
- B. Notification from the employee that they have no further interest in returning to TRL employment.
- C. Inability to contact the employee by mail at the employee's last address as reflected in the employee's official personnel file.
- D. Rejection by the employee of an offer of employment in the same job classification.

Section 8: Recall from layoff: The first consideration to fill vacancies shall be given to qualified employees on the layoff register who held regular employee status in the classification in which vacancies exist. Recall from being laid off will be based on qualifications and seniority. Employees recalled from layoff shall have their pre-layoff seniority and step anniversary dates reinstated if rehired within six months of the layoff but adjusted for the time on layoff. They shall have the same sick leave and vacation rate of accrual as before layoff. Sick leave accrual balances shall be reinstated to the balance at the time of layoff.

ARTICLE 16 - SEPARATION AND REINSTATEMENT

Section 1: General

The end of employment due to voluntary resignation, retirement, reduction in force, and discharge are separations.

Employees who have separated from employment are eligible for reinstatement under this chapter if:

- A. the employee has provided written notice at least two (2) calendar weeks prior to the effective date of a voluntary resignation or retirement,
- B. the employee has not resigned to avoid disciplinary action, and
- C. the employee has a satisfactory performance record.

Section 2: Effective Date of Separation

Unless otherwise arranged and approved by the Director (or designee) and the Human Resources Department, separations from employment will be effective on the employee's last day of work. Employees must be in paid status on their last day of employment. One exception is that employees separating from TRL employment due to retirement may elect to use up to two weeks of vacation leave after their last day of

work (Article 18, Section 5). All payment due the employee for accrued vacation shall be paid in full on the first payday following separation. For employees enrolled in TRL's health insurance (medical, dental and vision), coverage will continue until the last day of the month separation occurs, and those employees may be eligible for continuation of coverage under COBRA rules.

Section 3: Voluntary Resignation

A voluntary resignation should be submitted in writing by the employee to their immediate supervisor at least two (2) calendar weeks prior to the effective date of the resignation. Human Resources Department will arrange an optional exit interview before the effective date of their resignation. In addition, the following are also considered voluntary resignations:

- A. **Retirement:** TRL is a member of the federal Social Security System and the Washington Public Employee's Retirement System (PERS).
 - 1. Employees seeking to draw monthly retirement benefits from DRS must meet appropriate eligibility requirements regarding age and years of service. It is recommended that employees approaching retirement contact DRS between two (2) and six (6) months prior to the intended retirement date.
- B. **Abandonment of position:** Employees who are absent from their position for three (3) consecutive scheduled work days without notice to their immediate supervisor or who fail to return to work after a leave of absence or who fail to return to work pursuant to a return-to-work plan shall be considered to have abandoned their position and voluntarily terminated their employment with TRL unless, in the opinion of the Director (or designee) and Human Resources Department, the failure to notify was clearly beyond the employee's control. Job abandonment occurs on the date specified. The Human Resources Department shall send a notice of presumption of abandonment by certified mail to the last address reflected in the employee's official personnel file within five (5) calendar days of the effective date of abandonment. Personal service of the notice to the employee may be substituted for certified mail.

ARTICLE 17 - HOURS OF WORK AND PAY ADMINISTRATION

Section 1: The workweek shall run from 12:00 a.m. Sunday through 11:59 p.m. Saturday, seven (7) days for all employees. The workweek for Regular Full-Time Employees shall be forty (40) hours per week.

- A. Employees will be regularly scheduled at least two consecutive days off in each seven

(7) day work period, unless mutually agreed upon.

B. Meal periods and rest periods for hourly employees (non FLSA exempt) shall be as follows:

1. Employees shall be allowed an uninterrupted, unpaid meal period of at least thirty (30) minutes to commence not less than two (2) hours or more than five (5) hours after the beginning of a shift. With supervisor approval, employees may extend their thirty (30) minute unpaid meal period to one (1) hour unpaid meal period. Employees shall not be required to work more than five consecutive hours without a meal period.
2. Employees shall be allowed a paid rest period of fifteen (15) minutes for each four (4) hours of working time. No employee shall be required to work more than three (3) hours without a rest period.
3. Rest and meal periods shall not be waived or combined to shorten a shift or lengthen a meal period.

C. In rural branches, one staff member may work alone in a library facility that is open to the public.

1. Limited to coverage for lunch and/or unscheduled absences.
2. Shifts limited to five (5) hours.
3. From November through February, shifts will end by 4:00 PM.
4. Staff scheduled for more than five (5) hours will be paid for the remainder of their scheduled shift for that day.
5. Signage indicating no cash on premises may be displayed.
6. In emergencies, employees may exit the building and follow established procedures.
7. Employees with open Protection Orders or documented domestic violence will not be required to work alone in a library that is open to the public. Employees will provide a copy of their Protection Order or appropriate documentation to Human Resources.
8. Mutually agreed upon procedures will be established in future UMC meetings following ratification of this CBA.
9. Following the established procedures, staff may utilize EAH and/or take-out.
10. Probationary employees may not work alone in a building before completing first 30 days of employment and required safety training.

D. All employees shall be paid twice a month.

- E. Part-time employees may voluntarily pick up extra hours.
- F. Employees shall receive a written notice at least two (2) weeks in advance of any regular schedule change.

Section 2: Rates of Pay

Employees shall not be paid at a rate of pay less than the minimum nor more than the maximum established for their position as set forth in the pay plan unless otherwise provided for in these policies.

- A. **Starting rate upon initial employment:** New employees shall be appointed at the minimum step of the pay range in effect for the particular classification or position to which the appointment is made unless the supervisor has requested and received prior authorization from the Director (or designee) to fill the position at some other step in the pay range.
- B. **Pay rate upon promotion:** Promoted employees shall be paid at the step in the pay range for the new position that represents at least a one step pay increase over their rate prior to promotion or at the minimum step of the new pay range, whichever is greater, provided that such increase does not exceed the maximum step if the new pay range.
- C. **Pay rate upon transfer to the same job classification:** An employee who transfers to a position that has the same job classification as their current position will remain at the same range and step.
- D. **Pay rate upon transfer to a lower classification:** An employee who initiates a transfer to a lower classification (i.e. applies for and is selected to fill a vacancy in a lower classification position) may be paid at any rate in the pay range assigned to the lower classification appropriate to the circumstances surrounding the transfer, the affected employee's experience and training, and availability of funds.
- E. An employee who is transferred to a lower classification because of organizational changes or reduction in force, shall be paid at that step in the lower pay range that most closely matches their current pay. If their current pay is above the maximum for the lower range, the employee's pay will be red-lined (fixed at the amount of the existing job classification) until such time that the range exceeds the employee's rate.
- F. **Pay rate upon reinstatement or rehire:** A person recalled from layoff, returning from an unpaid leave of absence, or rehired following separation from TRL employment and who is reemployed in the same classification as held before the break in service within one (1) year from the date of the break in service, may receive the same step in the pay range as held prior to the break in service, subject to availability of budgeted funds and subject to the recommendation of

the supervisor, and approval of the Director (or designee). If such person is reemployed in other than the original classification, the rate of pay shall be at the minimum step on the pay range for the new classification, unless otherwise approved by the Director (or designee).

- G. **Pay rate following reclassification:** An employee occupying a position that is reclassified to another job classification with the same pay range shall receive the same rate of pay as before the reclassification. If the position is reclassified to a job classification with a higher pay range, the employee shall receive an increase in pay as provided for in cases of promotion (section 2 above). If a position is reclassified to a job classification with a lower pay range, the employee's rate of pay shall be reduced as provided in these policies for voluntary transfer to a lower classification (section 4 above), unless the Human Resources Department recommends and the Director (or designee) approves a different pay rate.
- H. **Pay rate following adjustment to the pay range:** If a class is reassigned to a new pay range, with no change in duties or responsibilities (generally as a result of a reclassification study), the employee shall be paid at the step in the new pay range that most closely corresponds to the employee's placement in the original pay range.
- I. **Overtime compensation and compensatory time off:** Per RCW 49.46.130 overtime is defined as work assigned and authorized in advance and in writing by the Executive Director or designee, except for emergencies, that is in excess of forty (40) hours per week. Employees must stay within FTE based upon the operational requirements of the Employer. All overtime and compensatory time must be approved by Executive Director or designee. In the event of an emergency overtime must be reported to the employee's supervisor and the Executive Director or designee on the next scheduled working day.
- J. Regular Full-Time Employees.
 - 1. All authorized work performed by Regular Full-Time Employees in excess of forty (40) hours in one week shall be considered overtime.
 - 2. Overtime compensation may take the form of cash earned at one and one-half (1 1/2) times the employee's basic rate of pay exclusive of special or premium pay. or as compensatory time off accrued at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, as the employee chooses.
 - 3. Compensatory time off may accumulate to a maximum of forty (40) hours. Compensatory time off shall be approved in advance by the Executive Director or their designee based upon the operational requirements of the Employer and the desires of the employee.

4. Employees will be paid cash for unused compensatory time off annually on the first pay date in December or upon termination or layoff at the employee's basic rate of pay exclusive of special or premium pay.

K. Regular Part-Time Employees.

1. Part-time employees who are required by the Employer to work in excess of their regularly scheduled workweek, but less than forty (40) hours in a week shall receive cash payment at the employee's basic rate of pay exclusive of special or premium pay.
2. Part-time employees who are required by the Employer to work in excess of forty (40) hours per week shall receive cash compensation at the rate of one and one-half (1 1/2) times the employee's basic rate of pay exclusive of special or premium pay or as compensatory time off accrued at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, as the employee chooses.
3. Compensatory time off may accumulate to a maximum of the employee's regularly scheduled workweek. Compensatory time off shall be approved in advance by the Executive Director or designee based upon the operational requirements of the Employer and the desires of the employee.
4. Employees will be paid in cash for unused compensatory time off annually on the first pay date in December or upon separation from employment at the employee's basic rate of pay exclusive of special or premium pay.

- L. Time for paid leaves –sick leave, bereavement leave, civil leave, vacation leave, military leave, federal holidays and personal holidays is not included as hours worked for the purpose of determining eligibility for overtime.

Section 3: Travel Time:

Employees who are assigned to work in a library building other than their assigned location will follow the TRL Travel Policy and Travel Procedure.

For the purpose of travel, employees will be assigned one official home location. Employees who are assigned to work in a library building other than their home location will follow the TRL Travel Policy and Travel Procedure. Excluding couriers traveling throughout the Library District as part of their duties, , in the course of one (1) day, travel time shall be included in the employee's hours of work and will be reimbursed for mileage if a TRL vehicle is not available between buildings or to the library building other than their assigned location, if the distance is greater.

ARTICLE 18 - HEALTH AND WELFARE/RETIREMENT

Section 1: Effective January 1, 2026, through December 31, 2028, the Employer shall contribute 100% of group medical insurance premiums for the individual employee for medical insurance chosen by the employee from those offered by TRL through Association of Washington Cities (AWC) for Regular Full-Time Employees. Employees, working a regular schedule of twenty (20) or more, but less than forty (40) hours per week will have their medical insurance premiums for the individual employee paid at a pro-rated allotment, based on the highest medical premium available that calendar year.

Section 2: Effective January 1, 2026, through December 31, 2028, the Employer shall contribute up to \$220.00 per month into an employee's Health Savings Account for Full-Time Employees enrolled in an AWC High Deductible Health Plan up to the Federal law maximum contribution limit for individuals. The Employer shall contribute a prorated portion of \$220.00 per month into an employee's Health Savings Account for Regular Part-Time Employees working a regular schedule of twenty (20) or more, but less than forty (40) hours per week who are enrolled in an AWC High Deductible Health Plan up to the Federal law maximum contribution limit for individuals. Should an employee experience a medical emergency during the year, they can submit a request to Human Resources to have the remaining employer contributions for the calendar year deposited into their Health Savings Account.

Section 3: Effective January 1, 2026 through December 31, 2028, the Employer shall pay up to 100% of monthly group dental insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

Section 4: Effective January 1, 2026 through December 31, 2028, the Employer shall pay up to 100% of monthly group life insurance and accidental death and dismemberment insurance premiums through AWC coverage for all regularly scheduled employees only.

Section 5: Effective January 1, 2026 through December 31, 2028, the Employer shall pay up to 100% of monthly group vision service plan insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

Section 6: Effective January 1, 2026 through December 31, 2028, the Employer shall pay monthly rate of payroll of published AWC rate for long-term disability insurance premiums through AWC for regularly scheduled employees working twenty (20) or more hours per week.

Section 7: New employees, at their option, may elect to enroll in the employee-paid Supplemental Group Life Insurance Plan in accordance with the terms and conditions of said plan. Employees may elect to modify the level of their coverage during the open enrollment

period. Upon written authorization of the employee, the Employer shall arrange for premium payment by payroll deduction.

ARTICLE 19 - SICK LEAVE

Section 1: Full-time employees who were in pay status for fifteen (15) or more days during the month shall accrue eight (8) hours of sick leave credits per month.

Section 2: Part-time employees shall accrue sick leave credits under the same conditions as full-time employees, except that the accrual rate shall be prorated based on their FTE. Under no circumstances will an employee receive less than one (1) hour of sick leave for every forty (40) hours worked. Sick leave shall not accrue during leaves of absence without pay or layoffs.

Section 3: An employee is authorized to use paid sick leave for the following reasons:

- A. 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 preventative care.
- B. To allow the employee to provide care for a family member (as defined in Section 17.4 below) 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 preventative medical care;
- C. When an 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;
- D. An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW;
- E. Medical or dental care of the employee, except that before such absence is charged to sick leave, an employee may be excused, with prior approval a total of one (1) hour per month for routine medical and dental appointments.

Section 4: The family members to whom this section applies include:

- A. 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;

- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A domestic partner;
- E. A grandparent;
- F. A grandchild;
- G. A sibling; or
- H. Any person living with and legally dependent upon the employee.

Section 5: When employees go on sick leave, they must notify their supervisors as soon as possible, but not later than the beginning of their shift. Denial of sick leave pay may result unless there is a reasonable explanation by employees of failure to do so. The Employer may require employees to provide written verification that the employee's use of paid sick leave is for a purpose authorized under RCW 49.46.210 or this Agreement. Such verification may be required for any absence of more than three (3) consecutive scheduled workdays per WAC 296-128-600 (1). Any Library-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

Section 6: Absence for part of a day by hourly paid employees for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one-quarter hour. Holidays and other regular days off shall not be charged against sick leave.

Section 7: If employees are absent due to illness or injury for which they are receiving payment from Worker's Compensation, the Employer's obligation shall be limited to the difference between the employees' regular wages and the amount received from the State. At the employees' option, sick leave may be charged on a pro rata basis in such a case until exhausted.

Section 8: Regular Employees shall not be disciplined for use of sick leave that is in accordance with Article 19, Section 3 or RCW 49.46.210. The Employer shall not counsel employees for sick leave balances, so long as the employee's sick leave balance does not drop to zero (0) hours.

Section 9: Employees who have accrued in excess of 480 hours of sick leave may annually in January elect to trade 24-hour increments of sick leave for 8 hours of vacation. An employee may not use this provision to deplete their sick leave balance below 456 hours. Part-time employees shall be eligible to trade sick leave under the same conditions and ratios as full-time employees, except that the requirements for participation be prorated based on their FTE. The

exchange of sick leave to vacation leave shall be capped at 120 hours of sick leave exchanged for 40 hours in a calendar year.

ARTICLE 20 - VACATION LEAVE

Section 1: Effective January 1st, 2026, Full-time employees who are in pay status for fifteen (15) or more days during the month, shall accrue vacation leave credits at the rate of twenty-five (25) calendar days per year or two hundred (200) hours per year.

Section 2: Part-time employees shall accrue vacation leave credits under the same conditions as full-time employees, except that the accrual rate shall be prorated based on the number of hours worked during each month.

Section 3: The maximum number of vacation leave credits that may be accrued is not limited.

Section 4: When employees separate from TRL employment, the accumulated vacation leave shall be paid to the employees or, if deceased, their estates at the employees' current basic rate of pay, exclusive of special or premium pay. The maximum amount of accumulated vacation leave that can be paid out to employees is two hundred forty (240) hours prorated by their FTE. Employees separating due to retirement from TRL may elect to use up to two (2) weeks of vacation leave after their last day of work and take cash payment of any remaining leave at current rate of pay, not to exceed the maximum amount of two hundred forty (240) hours prorated by the employee's FTE.

Section 5: Employees who are in the initial six (6) months of their probationary period shall not be entitled to payment for vacation leave upon termination. However, vacation leave shall begin accruing at time of hire.

Section 6: Scheduling of vacation shall be based first upon the operational requirements of the Employer and, second, upon the desires of the employee. To request vacation leave, employees shall request and receive approval from their supervisor/manager, prior to usage. Vacation Leave requests in excess of two (2) consecutive weeks must be submitted using the appropriate Leave Request Form and require advance approval from both the employee's supervisor and the Executive Director or designee.

Section 7: Vacation leave credits shall be used in amounts of not less than one-quarter (1/4) hour.

Section 8: The employer may allow an employee who has used all of their sick leave to use vacation or personal holiday, or compensatory time for sick leave purposes. Requests to use vacation or personal holiday for sick leave purposes must be approved by both the employee's supervisor and the Executive Director or designee. Employee will indicate on their timesheet if they are using vacation leave or personal holiday, or compensatory leave in lieu of sick leave. An employee will be denied the ability to use vacation leave for sick leave purposes if the employee has documented attendance issues within the last year.

ARTICLE 21 - LEAVES OF ABSENCE

BEREAVEMENT LEAVE:

Section 1: Upon the death of the following relatives of a regular employee, to wit:

- A. Bereavement leave with pay will be granted up to two (2) weeks for the death of a spouse, domestic partner (with signed affidavit), or child.
- B. Bereavement leave with pay will be granted up to three (3) working days as defined by the employee's regular working schedule for the below listed relatives:
 1. step-children, children-in-law, foster children, ward, grandchildren, parents, grandparents, step-parents, parents-in-law, foster parents, guardians, in loco parentis, siblings, step-siblings, sibling-in-law regardless of their residence; individual for whom the employee is serving as the executor of a deceased party's estate (with documentation provided to Human Resources).
 2. Any person living with or legally dependent upon said employee;
 3. Any of the above-listed relatives of the spouse or domestic partner (with signed affidavit) of said employee.

Section 2: With the approval of the Executive Director or designee, a regular employee may take up to one-half (1/2) day of bereavement leave with pay to attend the funeral services of a co-worker. Bereavement leave shall not be charged against the accrued sick leave, vacation leave or compensatory time off of the employee.

Section 3: With the approval of the Executive Director or designee, a regular employee may take up to three (3) working days of their earned leave for the purpose of attending a non-relative or friend's funeral, or that of any relative not specified in Section 1 of this article.

CIVIL LEAVE – JURY DUTY/COURT/SUBPOENAS

Any employee who is called for jury duty shall receive from the Employer their regular pay for the actual time that they are required to be absent from work because of jury duty, and, in addition, shall be allowed to retain any compensation paid to them by their civil duty employer

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave during scheduled work time to appear as a witness in court or administrative proceeding, provided:

- A. The employee has been subpoenaed on the Employer's behalf, or

- B. The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee and is related to an incident witnessed during the course of employment.

MILITARY LEAVE

Military leave shall be granted in accordance with applicable law. Pursuant to RCW 38.40.060, employees shall be allowed up to twenty-one (21) working days of paid military leave per year (October 1 through September 30.)

Pursuant to applicable regulations, an employee shall not be required to provide orders prior to being granted leave; however, the employee may be required to provide their appropriate documentation after using military leave, which cover the period of leave.

EMERGENCY LEAVE

When a library or work location is closed due to conditions impacting the safety of employees and patrons, Emergency Leave will be granted at the discretion of Management.

DISCRETIONARY LEAVES OF ABSENCE

Section 1: A discretionary leave of absence may be granted by the Executive Director or designee for educational, personal, professional (job-related), child rearing, or reasons applicable to leave with pay upon recommendation by an employee's supervisor, and when such leave will not operate to the detriment of the service of the Library District.

- A. A leave of absence may be granted up to a maximum of six (6) months.
- B. A request for a discretionary leave of absence must be submitted in writing a minimum of thirty (30)-calendar days and approved prior to the requested date the leave is to commence unless the request is due to an emergency. This notice period may be waived at the discretion of the Executive Director or designee.
- C. Benefits shall not accrue during a leave of absence without pay. However, an employee on such leave will retain their seniority, and shall be permitted to return to their former position and pay, if such is available, or to a similar position and former rate of pay.

Section 2: The employer recognizes its obligation to grant specified family/personal illness leave as required by state/federal law.

WASHINGTON PAID FAMILY AND MEDICAL LEAVE (WAPFML)

Section 1: The Employer will pay both its share and the employee's share of the premium cost for the Washington State Paid Family and Medical Leave program.

Section 2: The following will apply to employees who receive WAPFML benefits:

1. Employees must notify the Employer of the need for leave. Thirty (30) days’ written notice in advance of the absence is required for foreseeable leave, or as soon as practicable when the leave is unforeseeable.
2. When WAPFML and FMLA both apply, employees receiving WAPFML benefits may retain their entire accrued leave balance.

FAMILY MEDICAL LEAVE ACT (FMLA)

All employees of Timberland Regional Library are qualified to benefit from the Federal Family Medical Leave Act, regardless of the total number of staff within an individual library branch, or distance to the Service Center.

ARTICLE 22 - HOLIDAYS

Section 1: The following are designated as paid holidays:

New Year’s Day	Juneteenth
Martin Luther King Jr.’s Birthday	Veterans Day
President’s Day	Thanksgiving Day
Memorial Day	Native American Heritage Day per RCW 1.16.050
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Section 2: In addition to the holidays specified above, each employee up to pay range 68 is entitled to two (2) noncumulative personal holidays each calendar year. Employees at pay range 69 or above are entitled to four (4) noncumulative personal holidays each calendar year.

- A. Employees who are in the initial probationary period shall not be entitled to the personal holidays.
- B. Part-time employees are entitled to the personal holidays pro-rated for their FTE.
- C. The personal holidays may be carried forward and used during the first quarter of the calendar year when:

1. The initial probationary period ends within the last quarter of the calendar year;
and
2. The supervisor authorizes the carryover and has notified payroll.

Section 3: Those holidays listed above shall be considered paid holidays for those employees covered by this Agreement and shall be paid for on a straight-time basis at the employee's basic rate of pay.

Section 4: Employees who are on scheduled and approved vacation leave when a paid holiday occurs will receive their basic rate of pay for that holiday and will not be charged a day of vacation for that holiday.

Section 5: Employees who are on authorized sick leave when a paid holiday occurs will receive their basic rate of pay for that holiday and will not have their sick leave accrual charged.

Section 6: When a holiday occurs on a regularly scheduled day off, the holiday time shall be added to that employee's vacation accrual, or the employee may receive pay at the straight-time rate at the employee's option.

Section 7: For less than full-time employees, payment for holidays shall be based on the employee's assigned shift for the working day the holiday falls on. When a holiday occurs on a regularly scheduled day off, the holiday time shall be prorated based on their FTE and added to that employee's vacation accrual, or the employee may receive pay at the straight-time rate at the employee's option.

Section 8: An employee must be in paid status the work day before and the work day after a holiday to receive holiday pay.

ARTICLE 23 - WAGES

Section 1: Salary rates effective January 1, 2026, through December 31, 2026, as shown on the attached Appendix A, shall be increased by two and seven tenths percent 2.7% over 2025.

Section 2: Salary rates effective January 1, 2027, through December 31, 2027, shall be increased to reflect the cost of living of the Seattle CPI-U All Items (based on June 2025 to June 2026 figures). The rate shall be no lower than one percent (1%) and no higher than four percent (4%).

Section 3: Salary rates effective January 1, 2028, through December 31, 2028, shall be increased to reflect the cost of living of the Seattle CPI-U All Items (based on June 2026 to June 2027 figures). The rate shall be no lower than one percent (1%) and no higher than four percent (4%)

Section 4: Step increases shall be in accordance with the Employee Classification and Salary

Plan. (See Appendix A, Timberland Regional Library FY 2026 Grade and Step Pay Plan.)

Section 5: Longevity is computed at the ratio of hours worked to those required for full time employment. An employee's length of time in current continuous service to the Library District will be recognized in addition to normal step increments or revision of the compensation plan as follows:

- A. On completion of ten (10) years of current continuous employment – ½ percent (0.5%) of base wages per each calendar month.
- B. On completion of fifteen (15) years of current continuous employment – 1 percent (1%) of base wages per each calendar month.
- C. On completion of twenty (20) years of current continuous employment and in each succeeding year of current continuous employment thereafter – 1 ½ percent (1.5%) of base wages per each calendar month.

Section 6: Market Studies - The parties agree that, in recognition of the commitment to maintain a rational and equitable compensation structure, external market surveys are necessary for comparisons. The parties agree that no less than every two (2) years after the most recent market survey, the employer will select and inform the Union/Management Committee of no more than seven (7) Classification Groups to benchmark wages and benefits against the external labor market. The Employer will complete the study within one (1) year.

ARTICLE 24 - OUT OF CLASS WORK/PROJECT WORK

INTERIM APPOINTMENT

Section 1: When employees are approved by the Executive Director or designee to act in and perform the responsibilities of a higher-level position for three (3) or more consecutive work days, employees shall be paid their normal salary plus an additional step, or the first step of the salary of the assumed position, whichever is higher. The higher rate of pay shall be effective on the first day of assignment and documentation of this request must be completed and approved prior to the appointed employee's performance of said responsibilities.

Section 2: Employees who have been appointed to higher level positions as described in this Article, shall have the fact noted in their personnel files as evidence of their abilities.

CAREER DEVELOPMENT

Section 1: Career Development: Career development work is defined as a short-term (no longer than 1 year) project designed to allow staff to increase existing job skills and experience in TRL.

Examples of these types of projects include serving on a project group within an existing work group, assisting in an implementation of a new service or process, etc. Career development work falls within the “other duties as assigned” clause in every TRL job description. These projects would be determined by the staff member’s supervisor, with the review and approval of the appropriate manager and Human Resources. Such work will be noted in the employee’s file.

Section 2: Premium Project Pay: Premium projects are longer-term projects (that do not fall within TRL’s “other duties as assigned clause) in which employees are assigned and approved by mutual agreement with the Executive Director or designee to design and implement district-wide initiatives. Employees who are designated to implement said initiatives shall be paid their normal salary plus three percent (3%). This higher rate of pay shall be retroactive to the first day of assignment. Such work will be noted in the employee’s file.

BILINGUAL PAY

Eligible employees that possess bilingual fluency in a TRL-approved non-English language, and who use their bilingual skills in the performance of official duties, shall receive bilingual incentive pay as indicated herein: \$100.00 per month for bilingual language fluency.

Eligibility requirements:

- A. The Employer shall determine if bilingual pay shall be utilized, the language(s) that bilingual skill is payable for and the number of employees eligible for bilingual pay.
- B. Bilingual language fluency eligible employees are those who have taken and passed a language fluency test and/or employees who have self-identified bilingual fluency that has been demonstrated on the job.

RECLASSIFICATION REVIEW

A regular employee who considers their position within the Timberland Regional Library classification and salary plan to be improperly classified shall submit a request in writing for review of the position to their supervisor, with a copy provided to Human Resources, stating the specific reasons and justification for the request. The employee shall use the TRL Reclassification Review form.

The supervisor will consult with Human Resources to determine the appropriate action to be taken, if any. The supervisor will provide the employee and Human Resources with a written response to the request. Should an employee’s request result in a reclassification, any increase in pay would be retroactive to the date the request was submitted to their supervisor.

ARTICLE 25 - LIBRARY PERSONNEL FILE

Section 1: Employee personnel files shall be maintained centrally in the Human Resources Department. Employees upon 24-hour advance notice to Human Resources may receive an electronic copy of their own personnel file in the Human Resources Department during normal business hours. The employee personnel files shall be held in strict confidence. Authorized persons who may have access to this file include: (1) the said employee; (2) the employee's immediate supervisor; (3) supervisors authorized by the Library Director due to business necessity; and (4) any Union representative designated in writing by the employee.

Authorized Human Resources Department personnel will provide copies of the material in the employee's file upon the request of any of those persons mentioned in (1) through (4) above. The employee may retain copies of any material in their file. Immediate supervisors shall inform employees when documented verbal and written notices are sent to Human Resources to be placed in their employee files.

Section 2: Any requests for employment verification and/or work-related reference checks related to current or former employees of TRL shall be directed to the employee's direct supervisor or Human Resources. Supervisors must have at least six (6) months experience supervising the employee in order to act as a reference. Other co-workers are not eligible to act as a work reference for other staff.

References will be limited to verification of employment unless the employee or former employee has completed a written waiver and release.

Other staff members who provide personal recommendations:

- A. Are not agents of TRL.
- B. May not make such recommendations as part of their job; and
- C. May not use TRL letterhead or work time to prepare recommendations.

Section 3: Except as may be required by law, the Employer shall not furnish information on any employee to any government or private agency without prior written consent of the employee.

Section 4: The Employer will verify the fact of employment upon request. Informational requests from banks and other credit institutions shall not be answered, with the exception of dates of hire and salary range, unless requested by the employee in writing.

Section 5: An employee shall be given the opportunity to file written comments concerning any material placed in the employee's personnel file; employee comments shall be attached to the relevant material and filed in the employee's personnel file.

Section 6: Evaluative material may be added to any employee's personnel file after the employee's termination, provided the employee is given an opportunity to review the material and to file a written response.

Section 7: Any evaluations shall be placed in the employee's personnel file or electronic repository as determined by the Employer.

Section 8 - Exit Interviews: Except in the case of termination, upon separation of employment the Employer shall offer the employee an exit interview. This interview may be conducted in survey form.

Exit interview responses shall be shared with the Union on a quarterly basis unless the employee expressly opts out of disclosure. For verbal exit interviews, the Employee may elect to have a union representative present.

ARTICLE 26 - ENTIRE AGREEMENT

Section 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.

Section 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

ARTICLE 27 - SAVING CLAUSE

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

ARTICLE 28 - HEALTH AND SAFETY

The Employer and the Union mutually recognize that the health and safety of employees are of paramount interest. The workplace shall be in compliance with the standards set by the Washington State Department of Labor and Industries, and other applicable state and federal laws, and employees shall comply with safe work practices.

The employer acknowledges its obligation to strive to provide a work environment that is safe, free from hazards, and environmentally responsible. The employees have a duty to work in a safe manner, follow the Employer’s safety rules and procedures and to report unsafe conditions or acts to their supervisor or another supervisor if their own is not available.

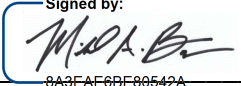
Additionally, a Safety Committee shall be maintained consistent with the Washington Industrial Safety and Health Act.

ARTICLE 29 - TERM OF AGREEMENT

Section 1: The terms of this Agreement shall become effective January 1, 2026, and shall remain in effect through December 31, 2028.

Section 2: Successor negotiations will commence not later than September 1, 2028. This agreement shall be reopened at the request of the Employer to consider legislation enacted following execution of this agreement, which impacts the Employer's staffing considerations.

Date 12/29/2025

Signed by:

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WSCCE Representative

Signed by:

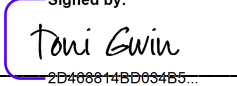
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Executive Director

Signed by:

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WSCCE Representative

Signed by:

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President, Board of Trustees