

**AGREEMENT**

***By and Between***

**BELLINGHAM PUBLIC LIBRARY**

***and***

**WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFSCME, AFL-CIO  
LOCAL NO. 114L**

***January 1, 2020 through December 31, 2022***

## Table of Contents

ARTICLE 1 - PREAMBLE .....	2
ARTICLE 2 - RECOGNITION AND BARGAINING UNIT .....	2
ARTICLE 3 - UNION MEMBERSHIP AND DUES DEDUCTION .....	3
ARTICLE 4 - NONDISCRIMINATION .....	4
ARTICLE 5 - MANAGEMENT RIGHTS .....	5
ARTICLE 6 - USE OF VOLUNTEERS .....	6
ARTICLE 7 - UNION REPRESENTATIVES .....	6
ARTICLE 8 - SENIORITY .....	7
ARTICLE 9 - PROFESSIONAL DEVELOPMENT .....	7
ARTICLE 10 - POSITION VACANCIES AND TRANSFERS .....	7
ARTICLE 11 - HOURS OF WORK AND OVERTIME .....	8
ARTICLE 12 – HOLIDAYS.....	9
ARTICLE 13 – VACATIONS .....	10
ARTICLE 14 - SICK LEAVE.....	12
ARTICLE 15 – OTHER LEAVES .....	14
ARTICLE 16 - HEALTH AND WELFARE BENEFITS .....	16
ARTICLE 17 – WAGES.....	19
ARTICLE 18 - EMPLOYMENT RECORD .....	20
ARTICLE 19 – DISCIPLINE AND TERMINATION.....	20
ARTICLE 20 – LAYOFFS AND RECALL.....	21
ARTICLE 21 - GRIEVANCE PROCEDURE.....	22
ARTICLE 22 – GENERAL DISPUTE .....	25
ARTICLE 23 – LABOR MANAGEMENT COMMITTEE .....	25
ARTICLE 24 - JOB AUDITS .....	26
ARTICLE 25 – STRIKES OR WORK STOPPAGE.....	27
ARTICLE 26 – SAVINGS CLAUSE .....	27
ARTICLE 27 – SUBCONTRACTING.....	27
ARTICLE 28 – COMPLETE AGREEMENT .....	27
ARTICLE 29 – TERM OF AGREEMENT .....	28
APPENDIX A 2020 SALARY.....	30
APPENDIX A 2021 SALARY.....	31
APPENDIX A 2022 SALARY.....	32
APPENDIX B - MAXIMUM MONTHLY EMPLOYER CONTRIBUTION AMOUNTS .....	33

# AGREEMENT

By and Between

**BELLINGHAM PUBLIC LIBRARY**

and

**WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFSCME, AFL-CIO  
LOCAL NO. 114L**

This Agreement is between the Bellingham Public Library, referred to as the "Employer," and Local No. 114L, Bellingham Public Library Professional Employees, AFSCME, AFL-CIO, referred to as the "Union." This Agreement between the parties has been reached as a result of collective bargaining and shall be in effect from January 1, 2020 through December 31, 2022.

## **ARTICLE 1 - PREAMBLE**

The Employer and the Union agree that effective, efficient and uninterrupted Library service to the community is their common objective. The Employer and the Union agree to certain terms and conditions of wages, hours and conditions of employment for librarians covered by this Agreement.

## **ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

### **2.1 Unit Composition**

The Employer recognizes the Union as the exclusive collective bargaining representative, Department of Labor and Industries Certification Case No. 0-1779, for all regular full-time librarians, regular part-time librarians and limited term librarians hereinafter referred to as "librarians." Excluded: Library Director, Assistant Library Director, student interns, temporary and adjunct employees. However, Adjunct Librarians who have completed 520 hours working an average of at least 7 hours per week, on an annual basis, during the 12 months preceding attainment of the 520 hour threshold will become bargaining unit members.

### **2.2 Definitions**

The following definitions of bargaining unit members shall apply:

- A. Regular Full-Time Librarian:** An employee working a regular full-time schedule of forty (40) hours per week who has earned a graduate degree in Library Science from an ALA accredited school and who holds a State of Washington Librarian Certificate. These employees are eligible to receive full benefits.
  
- B. Regular Part-Time Librarian:** An employee working a regular part-time schedule of at least twenty (20) but less than forty (40) hours per week who has earned a graduate degree in Library Science from an ALA accredited school and who holds a State of

Washington Librarian Certificate. These employees are eligible to receive part-time benefits.

- C. Limited Term Librarian:** An employee working in a position established for a specific limited period of time of at least 8 months but no more than 2 years (potential extension for the position being filled up to 1 additional year) who has earned a graduate degree in Library Science from an ALA accredited school and who holds a State of Washington Librarian Certificate. These employees are eligible to receive the same benefits as regular full-time or part-time librarians.

### 2.3 Exclusions

The following definitions shall apply to employees excluded from the bargaining unit; such employees do not receive benefits, except as required by law:

- A. Temporary Employee:** An employee working in a position established for 6 months or less to meet a short term employment need of the Library. The employee must have a graduate degree in Library Science from an ALA accredited school and must hold a State of Washington Librarian Certificate. These employees will not be used to replace regular, budgeted bargaining unit members.

The term of employment of a temporary employee may be extended for as much as one additional month for any of the following reasons:

- To fill in for an employee on an extended medical leave;
- To complete a special project need;
- To perform functions earmarked for possible abolishment; or
- To cover a vacant position during recruitment.

- B. Adjunct Employee:** An employee scheduled to work not more than 69 hours per calendar month who has earned a graduate degree in Library Science from an ALA accredited school and who holds a State of Washington Librarian Certificate. It is the Employer's intent to employ such personnel to perform adjunct work for the Library. It is not the Employer's intent to avoid paying benefits to bargaining unit members. Adjunct employees who have met the criteria in Article 2.1 shall be considered bargaining unit members.

- C. Student Intern:** An employee enrolled in a bona fide ALA-accredited education program who is assigned work directly applicable to a specific library internship that is administered in association with the education program in which the student is enrolled. The student intern shall be an employee-at-will for the duration of the internship.

## ARTICLE 3 - UNION MEMBERSHIP AND DUES DEDUCTION

### 3.1 *Bargaining Unit Member*

All members of the bargaining unit who are members of the Union at the signing of this agreement will remain members in good standing. Should a bargaining unit member accept a position that is either non-represented (E-Team) or represented by another City bargaining unit, such person will no longer be a member of this bargaining unit on the effective date of the appointment.

The Employer shall remain neutral when communicating with employees about Union membership and direct employees to discuss union membership with a union staff representative.

For current Union members and those who chose to join the Union, the Employer shall deduct 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.

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 deduct and 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 employees. The parties agree that this Article will be interpreted consistently with state and federal law.

### **3.2 Religious Exemption**

It shall also be a condition of employment that a librarian who is a member of a church or religious body whose bona fide religious tenets or teachings forbid joining a labor union, shall pay an amount of money equivalent to the Union initiation fee and regular Union dues to a non-religious charitable organization mutually agreed upon by the librarian and the Union. The librarian shall furnish written proof annually to the Union that such payment has been made. The Public Employee Relations Commission shall designate the charitable organization if the librarian and Union cannot agree on a recipient.

### **3.3 Payroll Deduction**

Effective upon ratification of this Agreement and upon receipt of a librarian's payroll deduction authorization form, the Employer shall make automatic deductions from the librarian's pay for regular Union dues, service fees, assessments and initiation fees. The authorization for Union membership and/or dues is valid whether executed in writing or electronically.

### **3.4 Indemnification**

The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article.

## **ARTICLE 4 - NONDISCRIMINATION**

### **4.1 Non-discrimination for Union Membership**

There shall be no discrimination by the Employer or the Union against any librarian for membership or non-membership in the Union.

#### **4.2 Equal Opportunity**

Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discipline, dismissal or otherwise because of age (over 40), sex, marital status, pregnancy, race, creed, religion, color, national origin or ancestry, ethnicity, political affiliations, sexual orientation, gender (including gender nonconformity and status as a transgender or transsexual individual), citizenship, service in uniformed services, genetic information, or place of residence, and any other status protected under applicable federal, state, or local law. Further, the parties shall not discriminate in matters of employment because of sensory, mental or physical disability except where such a disability would impose an undue burden of accommodation on the Employer or its employees.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.1 Management Rights**

This Agreement contains all the terms and conditions agreed upon by the parties. Any and all rights concerned with the management and operation of the Library are exclusively that of the Employer unless expressly limited by this Agreement. Such Employer rights include but are not limited to the following:

- A.** To utilize personnel, methods and means in the most appropriate and efficient manner possible;
- B.** To manage and direct the employees of the Library;
- C.** To hire, promote, schedule hours of work, evaluate and appraise work performance of employees;
- D.** To assign, transfer, train or retrain employees in positions within the Library;
- E.** To establish and communicate in writing well defined rules, regulations and policies that shall be uniformly applied;
- F.** To suspend, demote, discharge or take other appropriate disciplinary action against employees;
- G.** To determine the size and composition of the work force and to lay off employees for economic reasons. The Employer agrees to meet with the Union to discuss cost-savings measures as an alternative to layoffs prior to taking such action;
- H.** To promote the mission of the Library and implement the methods and means necessary to efficiently fulfill that mission;
- I.** To contract for services of any and all types, subject to the provisions of Article 27.

#### **5.2 City Rules and Policies**

- A.** The Employer and the Union require clarity about which City rules and policies, in addition to Library policies and this Agreement, apply to bargaining unit members.
- B.** Union Notification of City Policies. If the City proposes a universal City policy (applicable to all City employees including librarians covered by this Agreement), the Employer shall provide the Union draft language prior to finalization. The Employer shall provide a reasonable notice period and opportunity to discuss permissive subjects or to bargain mandatory subjects. This provision does not include policies or procedures that would not ordinarily be discussed with the Union.

Implementation of City Policies. If the Union does not request discussions, the Employer shall apply the adopted City policy to bargaining unit members, unless there

are provisions in the Agreement that supersede or contradict such policy. The Union relinquishes no rights to bargain on terms or conditions of employment by this provision, and the Employer waives no management rights.

### **5.3 Library Work Rules**

The Employer and the Union recognize and agree that the Employer may issue Library work rules, policies, and procedures, subject to the same notification and implementation procedure contained in 5.2.

## **ARTICLE 6 - USE OF VOLUNTEERS**

The Union and the Employer agree to work collaboratively as new issues arise to develop solutions consistent with the following principles:

- the Library is an integral part of our community, that community ownership and participation in the library is valuable
- volunteers have been a valuable resource to the library and an important connection with this community, and that volunteerism weaves the library and community together
- volunteers have performed valuable work for the library and on behalf of the library in the past
- members of 114L have a legitimate and compelling interest in job security
- the Union has a legitimate interest in ensuring the integrity of bargaining unit work
- the Library has a commitment to members of 114L, and no intention of using volunteers to lower classification, replace, or layoff librarians, and
- the Library has a legitimate interest in flexibility and using all resources fully, and,
- the Library is in a state of change -- including technology, possible new facilities, and different service delivery -- and neither Party is able to predict future needs and issues.

## **ARTICLE 7 - UNION REPRESENTATIVES**

### **7.1 Grievance Investigation**

Upon first securing permission from the Library Director, an authorized representative of the Union shall investigate grievances or conditions at reasonable hours and shall do so without interfering with Library operations. Library work hours shall not be used by librarians 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 their authorized representatives and Shop Steward within fourteen (14) calendar days following appointment.

### **7.2 Participation in Negotiations**

The Employer shall permit up to two (2) members of the bargaining unit, otherwise scheduled to work, time off with pay to participate in scheduled collective bargaining sessions between the Employer and the Union.

### **7.3 Participation in Union Affairs**

An officer of the Union may, with prior approval of the Library Director, be granted time off without pay to participate in Union affairs. The impact of such requests on Library services,

hours of operation and work schedules, as determined solely by the Employer, shall be the primary considerations in granting or denying such requests.

#### **7.4 *Time Off With Pay Union Business***

The Union President, Vice President, and Secretary-Treasurer shall be granted time off with pay up to 50 hours shared per calendar year non-cumulative for the conduct of business directly pertaining to the administration of the agreement. Applicable only in the last year of an agreement, the hours shared is increased to 60 non-cumulative for the purpose of negotiating the new contract. The Union Officers will conduct such union business in a manner not to disrupt Library operations. Designated Union Officers may use this paid time for attendance at labor relations conferences determined by the City to be of mutual benefit to the parties.

### **ARTICLE 8 - SENIORITY**

#### **8.1 *Seniority Rights and Accrual***

Seniority is the length of continuous employment from date of hire into a Local 114L bargaining unit position. Where job qualifications and ability are equal, seniority shall be observed with respect to promotions and layoff. Since by definition a limited term librarian is in a position with a scheduled ending date, a limited term librarian shall not accrue seniority.

#### **8.2 *Termination of Seniority***

Seniority rights shall be terminated only because of resignation, dismissal, retirement, layoff of more than twenty-four (24) months, failure to return in accordance with the terms of leaves referenced in Article 15.1 C., F., and G., or failure to return to work within the specified period when recalled from layoff per Article 20.3.

### **ARTICLE 9 - PROFESSIONAL DEVELOPMENT**

The Library may provide each employee yearly opportunities to attend prior Library-approved professional training events in his/her technical or managerial field.

The Library shall pay annually one (1) national professional membership and one (1) regional professional membership for each bargaining unit member. The organizations selected shall be by mutual agreement between the employee and the Library Director.

### **ARTICLE 10 - POSITION VACANCIES AND TRANSFERS**

#### **10.1 *Filling Vacancies***

In the event an opening occurs within the bargaining unit notice shall be posted for a period of not less than ten (10) working days. Librarians shall have an opportunity to compete and be considered for the open position. If qualified for the position, Librarian applicants shall be granted an employment interview. If Library Director determines applicants have equal qualifications, bargaining unit members shall receive first consideration. The Library Director retains the discretion to hire the best-qualified applicant for the open position. Lateral transfers may be made.

## **10.2 Transfers and Promotions**

A librarian transferred or promoted to fill a position vacancy within the bargaining unit shall be subject to a six (6) month probationary period. If a librarian does not successfully pass the probationary period, as determined by the Employer, the librarian shall be assigned to his or her former position, if available, or to another position for which he or she is qualified by reason of skill, ability and seniority.

## **10.3 Probationary Period**

A new librarian shall be subject to a twelve (12) month probationary period. In the event the librarian does not successfully pass the probationary period, as determined by the Employer, any action initiated under Article 19 (Discipline and Termination) shall not be subject to the Grievance Procedure. Adjunct employees obtaining union status will satisfy their probationary period from their date of hire.

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

## **11.1 Normal Work Schedules**

The normal workday shall consist of eight (8) hours. The parties agree that, given the nature of the bargaining unit and its FLSA-exempt status, flexible scheduling of the hours of work is desirable and shall be permitted at the reasonable discretion of the Department Head or designee, providing there will be no adverse financial or performance cost to the City of other reasonable operating concern. An unpaid, duty free meal break of not less than 30 minutes shall be allowed as reflected on the weekly schedule. The library open hours are subject to Library Board and/or Library Director change. The normal workweek shall consist of forty (40) hours in five (5) days. Regular full-time librarians and limited term librarians shall have (2) two full days off per week but may be required to work on Sunday. The Employer shall make an effort to schedule Saturday and Sunday work on an equitable basis.

## **11.2 Relief Periods**

Each regular full-time librarian shall receive a maximum of two (2) fifteen (15) minute relief periods, or one (1) thirty (30) minute relief period, in each day's work schedule except in case of emergency which prevents the taking of such relief periods. Relief periods shall occur approximately midway during each of the first and second half of a workday, scheduled such that service to the public will not be compromised. Regular part-time librarians and limited term librarians are entitled to one (1) fifteen (15) minute relief period for each four (4) consecutive hours worked, to be observed approximately midway through the shift.

Such relief period time shall not be added to the normal lunch period or taken at the beginning or end of a work shift.

## **11.3 Overtime**

All work assigned and authorized in advance by the Employer in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the Appendix A rate of pay. Hours compensated shall be considered hours worked for the purposes of calculating eligibility for overtime.

#### **11.4 Compensatory Time**

Compensating time off in lieu of overtime pay may be arranged by mutual agreement between the Employer and the librarian. The maximum accrual balance for compensatory time off is 40 hours. Supervisory approval is required for scheduling compensatory time off and is based upon Library staffing needs. At any time, the supervisor or Library Director may request the employee to schedule and use some compensatory hours within a reasonable period of time.

Employees transferring into this bargaining unit who have a compensatory bank accrual from the previous unit position will be cashed out to a zero balance, at the pre-transfer rate of pay.

#### **11.5 Flex Time for Work Load Fluctuations**

The parties recognize that the nature of the work of librarians may require hours beyond the traditional work schedule. Therefore, upon librarian request, a librarian may flex hours within the employee's normally scheduled pay period with the approval of the employee's immediate supervisor or Library Director. Such agreements shall not result in any reduction in service to the public and must not increase the Library's compensation costs.

#### **11.6 Alternative work schedules**

Alternative work schedules may be established by mutual agreement between the Employer and the librarian. If after a period, management determines that there is a business reason to discontinue an alternative work schedule, management will inform the affected employee of the proposed change to schedule and allow an opportunity to discuss the reasons and possible alternative solutions to the schedule change. If a decision to change the alternative schedule is finalized, management will provide reasonable written notice of the change, including the reasons for the change and an explanation about suggested alternative solutions.

### **ARTICLE 12 – HOLIDAYS**

#### **12.1 Paid Holidays**

The following days not worked shall be paid holidays at the Appendix A rate of pay for full-time librarians. Part-time librarians and limited term librarians shall be paid holidays at the regular rate of pay, pro-rated on the basis of their regular work schedule, subject to the provisions of this Article:

- One Floating Holiday
- New Year's Day holiday
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas (two days)

Any day Proclaimed by Mayor of the City of Bellingham and the Library Board.

(See specific dates on Staff Central)

The term "holidays" as used in this Agreement shall mean only those holidays specified in Article 12.1.

**12.2 Eligibility**

A librarian is eligible for paid holidays following his or her first day worked. A librarian is not eligible for any paid holiday that falls during an unpaid leave, as outlined in Article 15, if the leave extends for at least one full pay period.

**12.3 Pay for Holidays Worked and Not Worked**

Holidays paid for but not worked shall be treated as a day worked for the purpose of determining eligibility for weekly overtime. A librarian who works on a holiday (as defined in 12.1) shall be paid at the rate of double the Appendix A rate of pay and shall be scheduled for a compensating day off with pay during the same or succeeding pay period.

**12.4 Treatment of Actual Holidays and Designated Holidays**

In the event a holiday falls on Sunday, the following Monday shall be observed as the holiday. In the event a holiday falls on a Saturday, the Friday immediately preceding it shall be observed as the holiday. The provisions of this Article shall apply to designated City holidays. When the Library is open on an actual holiday that is different than the designated City holiday, librarians assigned to work shall be paid at the Appendix A rate of pay.

**12.5 Holidays/Days Off**

In the event a holiday falls on a librarian's scheduled day off, an additional day off shall be granted during the same or during the succeeding pay period.

**12.6 Holidays during Vacation**

In the event a holiday falls during a librarian's scheduled vacation, the librarian shall be paid at the Appendix A rate of pay for the holiday and the accrued vacation balance shall not be reduced for that day.

**12.7 Religious Holidays**

When specifically requested by a librarian, time off for religious holidays may be granted by the Library Director. The librarian shall have the option to use accrued vacation, floating (personal) holiday or compensatory time, may make up the time within the same or following pay period, pay holiday or compensatory time, or may take the time off without pay.

**ARTICLE 13 – VACATIONS**

**13.1 Vacation Accrual Schedule**

Full-time librarians shall be granted vacation with pay in accordance with the following schedule. A librarian is eligible to use vacation hours as accrued.

Length of Continuous Employment	Hours Per Month
1 - 8 years	<b>14.67</b>
9 - 12 years	<b>15.33</b>
13 years	<b>16.00</b>
14 years	<b>16.67</b>
15 years	<b>17.33</b>
16 years	<b>18.00</b>
17 or more years	<b>18.67</b>

**13.2 Pro-rated Accumulation**

A part-time librarian or limited term librarian shall be granted vacations with pay in accordance with the provision of Article 13.1, but in proportion to their regular work schedule.

**13.3 Vacation Accumulation of Leave of Absence or Layoff**

A librarian shall accrue vacation hours as above unless on leave of absence or layoff. Continuous employment shall be determined from the librarian's adjusted date of hire into a bargaining unit position.

**13.4 Vacation Accumulation**

No vacation accrual shall be allowed in excess of the vacation entitlement for twenty-four (24) months of accrual.

**13.5 Illness During Vacation**

A librarian who while on paid vacation suffers a disability or illness which requires confinement to a hospital or confinement to home and is under the care of a physician, may apply in writing for sick leave to begin the first (1<sup>st</sup>) day following confinement to a hospital or the third (3<sup>rd</sup>) day following confinement to home. Written certification from a physician may be required. Vacation pay and sick leave pay shall not be payable for the same period of time.

**13.6 Holidays During Vacation**

If a holiday specified in this Agreement falls during a librarian's vacation, the librarian is entitled to pay for the holiday consistent with Article 12.6.

**13.7 Scheduling Vacations**

Vacations shall be scheduled by the Employer as nearly as possible with librarian preference and seniority, and at times which constitute minimum conflict with the work schedule. Employee vacation request shall be responded to in a reasonable and timely manner.

### **13.8 Vacation Leave Cash Out**

- A.** Upon Separation - A librarian who is laid off, resigns in good standing, or retires, shall be paid all accrued but unused vacation time. Vacation may not be run out at separation or retirement. Employment ends on the last day worked, except as required to avoid excess compensation payments for retiring PERS 1 members.
  
- B.** Annual Vacation Leave Cash-Out. Librarians will be permitted to cash out some accrued vacation leave with the following conditions:
  - Allowed one time per year on October 15th of each year;
  - May cash-out up to 40 hours of accrued vacation leave;
  - May not cash out less than 8 hours;
  - Balance of at least 80 hours of accrued vacation leave remains when the transaction is completed.

### **13.9 Vacation Use Increments**

A librarian may use accrued vacation time in increments of one-half (.5) hour.

### **13.10 Vacation Accruals upon Re-employment**

A librarian who terminates employment with the Library, and is subsequently rehired, shall receive no service credit toward vacation accrual upon being rehired.

## **ARTICLE 14 - SICK LEAVE**

### **14.1 Rate of Sick Leave Accrual**

Regular full-time librarians shall accrue sick leave at the rate of eight hours (8) hours per month of continuous employment as calculated from date of hire up to a total maximum accumulated leave of six months or one thousand forty (1040) hours. Benefits-eligible part-time and limited term librarians shall earn and accumulate sick leave at the same rate proportionate to regularly scheduled hours.

### **14.2 Notification of Absence**

A librarian who is unable to work because of illness, injury or any other cause shall notify his or her immediate supervisor preferably one hour, but at least 15 minutes prior to the start of his or her scheduled work time, unless unforeseen circumstances prevent the employee from notifying his or her supervisor.

### **14.3 Conditions and Procedures for Use of Sick Leave**

All sick leave shall be subject to the following conditions and procedures:

- A.** Sick leave earned shall be credited to a librarian's accrual, at the rate established in Sections 14.1 and 14.2, unless the librarian is on a layoff or on a leave.
  
- B.** A librarian is eligible to use sick leave as it is accrued.

- C. A librarian who has exhausted his or her sick leave shall charge sick time against accrued vacation unless a leave of absence without pay is granted.
- D. If a librarian's absence extends beyond five (5) working days, and if requested by the Employer, the librarian shall provide a medical certificate signed by a physician stating that he or she has been incapacitated for work for the period of absence, and that he or she is again physically able to return to work. Limitations, if any, shall be specified.
- E. Following surgery or serious illness, the librarian may be requested to provide a Physicians Release to Work to the Employer, with any limitations specified.
- F. The Employer reserves the right to schedule a librarian for a medical examination with an Employer-appointed physician, at the Employer's expense, to verify that the librarian was ill or needs a continuation of sick leave.

**14.4 Approved Use of Paid Sick Leave:**

- A. Paid sick leave may be requested and shall be approved for the following reasons:
  - 1. A librarian's injury or illness that impedes his or her ability to perform work or constitutes a hazard to the safety or health of the librarian, of patrons or of other employees;
  - 2. A librarian's medical, dental, or optical care;
  - 3. A librarian's illness or injury requiring treatment and/or recuperation;
  - 4. A librarian's mental incapacity or physical incapacity (which may include pregnancy, childbirth, miscarriage, abortion, and associated periods of recovery), either of which prevents the performance of duties, unless released by the librarian's physician for light or limited duty;
  - 5. To care for:
    - a) A librarian's child who has a health condition that requires treatment or supervision;
    - b) A librarian's spouse, parent, parent-in-law, sibling, grandparent or grandchild who has a serious health condition or an emergency;
  - 6. Enforced quarantine in accordance with specific federal, state or local health regulations.
- B. Definitions – The following definitions shall apply:
  - 1. "Child" means a biological child, an adopted or foster child, a stepchild, a legal ward, or a child for whom a librarian acts *in loco parentis*. Such child must be:
    - a. Under 18 years of age; or
    - b. Eighteen years of age or older and incapable of self-care because of a mental or physical disability
  - 2. "Grandparent" means a parent of a parent of a librarian.
  - 3. "Parent" means a biological parent or an individual who acted *in loco parentis* during the librarian's childhood.
  - 4. "Parent-in-law" means a parent of the spouse of a librarian.
- C. A librarian shall have the option to use accrued vacation, floating (personal) holiday or compensatory time in lieu of sick leave.

- D.** If a librarian chooses to use vacation or compensatory time in lieu of sick leave, the procedures for requesting and approving sick leave, not vacation or compensatory time, shall apply.

#### **14.5 Use of Sick Leave with Workers' Compensation**

In the event a librarian incurs a disability that qualifies for payment under Industrial Insurance – Medical Aid (Workers' Compensation) accrued sick leave may be used to pay the difference between the Workers' Compensation payment and the librarian's regular salary until the librarian's accrued sick leave has been exhausted.

#### **14.6 Perfect Attendance Bonus**

A librarian who attains a record of twelve (12) consecutive pay periods of perfect attendance, exclusive of vacation leave, military leave, funeral leave, and other leave authorized by the Library, including personal leave without pay not to exceed eight (8) hours, shall be credited with one (1) special leave day to be added to vacation accruals for each twelve (12) consecutive pay periods. Such special leave day(s) shall be considered separate from the librarian's vacation accrual and shall be used within the twenty-four (24) calendar month period following date earned. Accrual shall be limited to no more than two days annually.

#### **14.7 Sick Leave Accumulation Special Vacation**

A librarian who attains 1040 hours of sick leave accrual in accordance with Article 14.1 and upon completion of an entire calendar year of perfect attendance thereafter, exclusive of vacation leave, military leave, funeral leave, and other leave authorized by the Library, shall be credited with one (1) special leave day. Such special leave day(s) shall be considered separate from the librarian's vacation accrual and shall be used within the twenty-four (24) calendar month period following date earned. Accrual is limited to one day annually. Benefited part-time and limited term librarians shall be similarly eligible upon accumulation of sick leave proportionate to the above and the employees regularly scheduled hours.

### **ARTICLE 15 – OTHER LEAVES**

#### **15.1 Requesting Leaves**

A leave shall be requested in writing by a librarian and submitted as far in advance as possible to the Library Director or designee for consideration. The granting, refusal or modification of a leave shall be provided to the librarian in writing. The librarian may use paid time off in accordance with Articles 12, 13 and 14. Leaves may be granted by the Employer for any of the following reasons:

- A.** Bereavement Leave – In the event of a death in the immediate family of a librarian, the librarian shall be granted up to three (3) days off with pay to attend the funeral if the funeral is held within 150 miles of Bellingham (one-way). Three (3) additional days off with pay may be granted at the discretion of the Library Director or designee, if it is necessary to travel a greater distance than provided above. For the purpose of this Article, immediate family shall be defined as follows:

- librarian's spouse ;
- librarian's children;
- children of spouse ;

- librarian's grandchildren;
  - grandchildren of spouse ;
  - librarian's mother, father, brother, sister;
  - mother, father of spouse ;
  - librarian's grandparents;
  - grandparents of spouse ; and
  - any other family member or friend at the discretion of the Library Director or designee.
- B.** Continuing Education - Whenever possible, time off with no loss in regular salary may be granted to librarians to attend educational courses, conferences, workshops and seminars that are beneficial to the Employer.
- C.** Family and Medical Leave Act Eligibility – Leave shall be granted in compliance with federal and state laws, City policy and Article 14. The Employer shall make information and appropriate forms available.
- D.** Jury Duty – Except in the case of an emergency, service on a jury causing a librarian to miss regularly scheduled work shall be authorized by the Library Director seven (7) days prior to the jury service period. The librarian shall receive his or her regular salary for the period of service. Any payments made to the librarian by the Court shall be declared by the librarian and reimbursed to the City, exclusive of mileage paid, within ten (10) days of receipt.
- E.** Military Duty - Military leave shall be allowed in accordance with federal and state laws and City policy.
- F.** Personal Reasons – A librarian may request a leave without pay for personal reasons other than specified in this Article.
- G.** Temporary Disability - A leave of absence without pay may be granted for the actual period of a planned or unplanned temporary disability suffered by a librarian and for any associated periods of recovery. A physician's statement may be required regarding the need for leave and for the leave's estimated duration. A Physician's Release to Work is required upon return and shall detail conditions or restrictions, if any. The Employer reserves the right to schedule a librarian for a medical examination with an Employer appointed physician at the Employer's expense to verify the need for or the continuation of a leave of absence for medical reasons. With the exception of eighty (80) hours of sick leave accrual and two hundred and forty (240) hours of vacation leave accrual, existing paid leave shall be taken before leave without pay is granted.

### **15.2 Return from a Leave of Absence**

A librarian returning from an approved leave of absence referenced in 15.1 C., F., and G. shall be reinstated to his or her original position, or to another position for which qualified by reason of skill, experience, ability and physical capacity consistent with the terms of this Agreement and City policy, unless business necessity dictates otherwise.

### **15.3 Failure to Return from a Leave of Absence**

A librarian who fails to return from a leave as referenced in 15.1.C., F., and G., by the end of the authorized period, or accepts employment while on leave, unless otherwise approved by the Employer, shall be considered to have voluntarily resigned and to have forfeited any reinstatement rights.

#### **15.4 Paid Leave Accrual when on Unpaid Leave**

A librarian on an approved but unpaid leave shall not accrue sick leave or vacation benefits and shall not be eligible for holiday pay for a holiday that falls within the leave period. Health and Welfare benefits may be suspended during unpaid leaves except as provided for under the Family Medical Leave Act (FMLA), other applicable statutes or City policy. All librarians may self-pay insurance premiums as provided by COBRA. Consistent with Washington State law, PERS 2 librarians may self-pay individual retirement benefits while on approved leave of absence.

### **ARTICLE 16 - HEALTH AND WELFARE BENEFITS**

#### **16.1 Medical, Dental and Vision Benefits**

##### **A. Benefit Eligibility**

1. Regular Full-Time and Limited Term full-time bargaining unit members and any eligible family members may enroll in medical, vision and dental plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.
2. Regular Part-Time and Limited Term part-time bargaining unit members may enroll in medical vision, and dental plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.
3. Adjunct and Temporary employees are not eligible for medical, dental, or vision benefits.
4. Eligible family members include an employee's spouse, state registered domestic partner, and dependents.

##### **B. Benefit Providers**

1. Medical and dental insurance will be provided to eligible bargaining unit employees through a City selected benefit provider. Vision insurance will be provided through the City's self-insured vision plan. During the term of this Agreement, the Union and the City agree in principle to partner in exploring comparable plans through other vendors that would provide a premium-savings.
2. Medical, dental and vision coverage is set forth in the medical Summary Plan Document (SPD) and vision benefit plan documents, including amendments. Copies of these plan documents are available in the Human Resources Department.
3. If the medical plan vendor(s) change the terms of any of the plans offered, the City can implement those changes on the date the change is effective.

##### **C. Benefit Choice**

1. Medical Plans:

- a) Each year, the Union has the option to offer any available employer sponsored plan to its members.
  - b) The parties will meet after premium rates are released for the following year to select new plans, if necessary. No plan will be offered that triggers a federal excise tax (includes Employer contributions to the HSA). Should the parties be unable to select new plans by three weeks prior to the day Open Enrollment begins, the plans for the following year will be the plans that fall just below any applicable federal excise tax cap.
  - c) Medical Flexible Spending Accounts (FSA) terminated effective December 31, 2016, except as mutually agreed by the parties in a MOU.
- 2. Dental: Dental plan coverage will be provided by a City selected dental provider.
  - 3. Vision: The City agrees to maintain the vision plan coverage at the current rate of coverage. The vision plan provides coverage for glasses and contacts, and the medical plan provides coverage for eye exams.

**D. Self-Pay of Health Benefits for Dependents**

- 1. Medical - Bargaining unit members in Regular and Limited Term part-time positions shall be eligible when in paid status to enroll their eligible dependents in the medical, dental and vision plans by electing to self-pay 100% of the dependent premiums through pre-tax payroll deduction.
- 2. Each year during open enrollment bargaining unit members may elect to enroll all, some, or none of their eligible dependents in the medical, dental and vision plans. The enrollment status of those eligible dependents will remain (either enrolled or not enrolled) until:
  - a) A change is made during a future open enrollment period
  - b) The dependent is no longer eligible for enrollment, per underwriting guidelines, or
  - c) There is a change in family status, as defined by the IRS.
- 3. The premium amounts will be updated annually, to reflect current medical, dental and City vision plan premiums.

**E. Benefit Cost-Sharing**

- 1. Medical Plans:
  - a. Premium cost-sharing contributions from the Employer and Employee will be established by a maximum contribution from the Employer as set forth in Appendix B, Table A ("Maximum Employer Contribution Amount"). The City will increase the City's contributions toward medical premiums by 5% in 2020, 2021, and 2022. If an employee's premium is higher than Maximum Monthly Employer Contribution Amount, the employee will be responsible for paying the difference. If an employee's premium is lower than the Maximum Monthly Employer Contribution Amount, the Employer will pay 100% of the premium. For employees choosing a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), the City will put the difference between the premium for the HDHP plan and the Maximum Monthly Employer Contribution at the employee's tier into a HSA up to the applicable IRS limit. The combined annual contributions by the City and the employee may not exceed the maximum

allowable by the Internal Revenue Service. The HDHP with HSA will comply with all IRS regulations.

b. Plan premium rates will be established annually by the providers.

2. Dental Plan: The City will pay the full cost of dental coverage.
3. Vision Plan: The City will pay the full cost of vision coverage.

**F. Voluntary Medical Plan Opt-Out**

The employer will provide the following incentive rates for medical opt-out to employees who voluntarily opt-out eligible enrollees from the City medical coverage:

	<b>Incentive Per Month</b>
Employee	\$150
Spouse Dependent	\$150
1st Child Dependent	\$75
2nd+ Child Dependents	\$75

1. Payable monthly as taxable wages. Capped at employee, one spouse and two children. If one child remains on the medical plan and two or more children are opted out, the opt-out payment for children is capped at \$75 per month.
2. Eligible enrollees include Washington State registered domestic partners of employees and their eligible dependents.

**16.2 Life Insurance**

The City will provide life and accidental death and dismemberment insurance for the term of this agreement to all benefit-eligible employees, as defined in the medical, dental and vision section of this Article. The amount of coverage will be twice the employee’s annual salary, rounded up to the next thousand dollars. There is a reduction in benefits for employees over 65 years old per Certificate and Summary Plan Description.

**16.3 Long Term Disability Insurance**

The City will provide all benefit-eligible employees, as defined in the medical, dental and vision section of this article, the same long-term disability insurance plan in effect for E-Team plan employees. The employer shall pay 100% of the premium.

**16.4 Health and Welfare Committee**

The City hereby agrees to maintain a joint labor-management Health and Welfare Committee. This Committee shall meet on an annual basis or as required, on City time, for discussion of health and welfare issues of mutual concern. AFSCME 114L shall name one (1) member and one (1) alternate. Other members are appointed by the City and other bargaining units. The Committee will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner

mutually beneficial to employees and the City. The Committee will have the authority to recommend changes to the plans offered by the City. The City will work with a third-party benefits broker to evaluate feasibility of the recommendations and report back to the Committee. The City recognizes the recommended changes may require ratification by the members. The recommended changes must apply to all participating bargaining units to be implemented.

The Committee shall make a good faith effort to inform all affected employees on how to reduce costs of the medical, dental, and vision services. AFSCME 114L will take an active role in promoting and educating its members in prudent health care use.

### ***16.5 Wellness Program***

A wellness program will be established to provide employees with information, advice and activities concerning health and fitness.

### ***16.6 COBRA***

Employees will be entitled to receive health and welfare benefits provided by the Federal Comprehensive Omnibus Budget Reconciliation Act of 1986.

### ***16.7 Retirement, Social Security and Workers' Compensation***

The employer shall make the Employer contributions required by statute under the Washington State Public Employees Retirement System (PERS), Federal Insurance Contributions Act (FICA) and the Washington State Industrial Insurance Program for Librarian coverage.

### ***16.8 Employee Assistance Program***

Employee Assistance Program (EAP) benefits will be provided to all bargaining unit employees through a City selected EAP provider.

## **ARTICLE 17 – WAGES**

### ***17.1 Adjustment to Salary Schedules***

Salary Schedules for bargaining unit employees are as follows (salary tables attached as Appendix A): Effective January 1, 2020 or the first day of the month following ratification by both parties, whichever is later, wages for 2020 will increase by 3.0%.

Effective January 1, 2021 or the first day of the month following ratification by both parties, whichever is later, wages for 2021 will increase by 3.0%.

Effective January 1, 2022 or the first day of the month following ratification by both parties, whichever is later, wages for 2022 will increase by 3.0%.

### ***17.2 Salary Placement and Step Progression***

The initial salary step, step progression, and promotion between salary ranges shall be in accord with the following:

- A. New librarians may be hired at any salary range step based upon experience or proven capability as determined solely by the Library Director.

- B. Progression beyond Step 1 shall occur annually with the actual increase effective the first of the month coincident with or next following a librarian's anniversary month of employment providing the librarian is not on disciplinary status.
- C. Promotions may occur at any time following a librarian's date of hire at the sole discretion of the Library Director. Upon promotion, the librarian shall receive an increase in salary which is at least equivalent to one increment higher than his or her present salary.

**17.3 Step Progression while on Disciplinary Status**

A librarian on disciplinary status shall not be eligible to receive a scheduled step increase as provided elsewhere in this article until removed from such status.

**17.4 Assignment of Positions to a Classification**

The number of librarians assigned to any position classification shall be at the sole discretion of the Employer.

**17.5 Matching Contribution**

Effective on July 1, 2016, the City will provide a 1.5% matching contribution of eligible, benefited employee's regular rate of pay per Appendix A, for compensation earned on or after the effective date of the health care change, to a 457 account administered by the International City Managers Association Retirement Corporation (ICMA-RC).

**ARTICLE 18 - EMPLOYMENT RECORD**

**18.1 Review of Employment Records**

Upon request, a librarian may review his or her official Library Employment Record in the presence of a supervisor at any reasonable time. The contents of a librarian's official Library Employment Record shall not be released without the prior written consent of the librarian, except as otherwise may be required by law.

**ARTICLE 19 – DISCIPLINE AND TERMINATION**

**19.1 Progression of Discipline and Just Cause**

The Employer may discipline a librarian for reasonable and just cause in a manner consistent with the nature of the problem and designed to achieve correction and to avoid recurrence. In the ordinary case, these procedures will be followed, but the nature or severity of the problem may require action up to and including termination.

- A. **Verbal Notification** – A librarian shall be notified at least once by the immediate supervisor of an undesirable trend in performance or conduct and the need for correction.
- B. **Written Notification** - Should a librarian's performance or conduct not improve following verbal notification, a written notice shall be issued by the Library Director and presented by the Library Director or their designee, and a copy sent to the Union. Such notice shall include the areas of librarian performance and/or conduct, which are below required Library standards, and the corrective action required of the librarian. Failure of

the librarian to meet the terms of the written notification may result in probation for a specified period of time, suspension, or termination, as warranted.

- C. **Suspension** – A librarian may be suspended for cause without pay for a specified period of time.
- D. **Dismissal** – It is recognized and agreed that the Employer has the right to terminate any librarian for reasonable and just cause.

### **19.2 Discipline Criteria**

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

- A. That the librarian was forewarned of the probable consequence for unsatisfactory performance or conduct;
- B. That the rule or order was related to the performance or conduct the Employer might properly expect of the librarian and to the proper operation of Library business;
- C. That efforts were made to determine the librarian disobeyed a rule or order as provided in (B) above;
- D. That the investigation was fair and objective;
- E. That there was satisfactory proof of misconduct; and
- F. That the rules were applied without discrimination.

### **19.3 Pending Criminal Charges**

A librarian legally charged with criminal conduct may be suspended without pay and benefits pending the outcome of legal proceedings. A librarian suspended without pay and legally cleared, shall normally receive restitution of unpaid salary and be reinstated in the former position or another position for which he or she is qualified by skill, ability and seniority. Within ten (10) days of dismissal of charges by the Court, the Library Board shall determine whether the librarian shall receive back pay for the period of suspension. A librarian convicted of the charges may be terminated.

### **19.4 Immediate Termination Without Progressive Disciplinary Steps**

No prior notification shall be necessary if the cause for termination is for a major and significant violation such as theft, possession of controlled substances at work, workplace violence, or violating a significant City policy.

## **ARTICLE 20 – LAYOFFS AND RECALL**

### **20.1 Order of Layoff**

Application of the principle of seniority shall apply in the case of layoff and reinstatement as provided herein. In the event of layoff, librarians shall be laid off in the following order:

- A. Limited term librarians and temporary employees;
- B. Adjunct employees;
- C. Regular full-time and regular part-time librarians in accordance with their seniority, provided that the more senior librarian(s) has the skill and ability to perform the remaining body of work as determined by the Employer.

## **20.2 Notice of Layoff**

Except in cases of emergency, notice of layoff with reasons shall be provided in writing to the Union and to any affected librarian as soon as is practical. The Union shall be provided with a seniority list of librarians covered by this Agreement at the time of such notification. Any librarian laid off shall be placed on the recall list for a period of twenty-four (24) months.

## **20.3 Reinstatement**

The last librarian laid off or whose work schedule has been reduced shall be given the first opportunity to be reinstated, provided he or she has the qualifications and abilities for the available position.

- A.** An offer to reinstate a librarian who has been laid off shall be made by telephone or certified mail. The librarian shall keep the Employer advised of his or her current address and telephone number. Failure of the librarian to respond within five (5) working days and/or failure to report within ten (10) working days following receipt of notification to report for reinstatement shall result in the librarian being passed over for that opportunity for reinstatement. The Employer and librarian may mutually agree upon a reporting date in excess of ten (10) working days.
- B.** If a librarian declines an opportunity for reinstatement one time, he or she shall move to the end of the recall list. Failure to respond or accept the second opportunity for reinstatement shall result in permanent removal from the recall list and shall result in loss of seniority.

## **20.4 Union Membership**

A regular full time librarian, a regular part time librarian, or a limited term librarian whose schedule is reduced to less than twenty (20) hours per week because of mandated work reductions, shall have the option of maintaining membership or withdrawing from the Union. This option shall be exercised by the librarian in writing within thirty (30) calendar days following the effective date of the reduced work schedule. The librarian shall in all other aspects be considered an adjunct employee in accordance with Article 2.3 of this Agreement.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

### **21.1 Purpose**

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

### **21.2 Definitions:**

- A.** Grievant - A grievant is a librarian, or in the case of the Union's contractual rights, the Union.
- B.** Contract Grievance - A dispute involving the interpretation or application of the specific terms of this Agreement.
- C.** Days - Days in this procedure are normal Library office workdays.

### **21.3 Time Limits**

Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the part of the grievant (librarian or Union) to present or proceed with a grievance within the specified or mutually extended time limits shall render the grievance waived.

### **21.4 Representation**

The grievant may waive the Union's involvement in the procedures at any step. If the grievant elects not to have Union representation, the Union shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

### **21.5 Process:**

#### **STEP 1 Informal Level - Informal Submission of Grievance to Supervisor**

Within ten (10) days following the occurrence of the event giving rise to the grievance, or ten (10) days after the event is known or reasonably should have been known, the librarian shall attempt to resolve the grievance informally with the supervisor. The supervisor shall respond informally within ten (10) days of the librarian's presentation.

#### **STEP 2 Formal Level - Written Submission of Grievance to Library Director**

**A.** Individual Grievance - If the grievance is not settled at Step 1 and a librarian wishes to pursue the grievance to Step 2, the librarian shall file the grievance in writing within ten (10) days after receipt of the supervisor's informal response in Step 1 above. The Library Director or designee shall review the grievance with the parties involved and provide a written statement of the disposition to the grievant with a written copy to the Union, within ten (10) days of receipt of the grievance. The written grievance shall contain the following:

1. A statement of the alleged grievance including the facts upon which the grievance is based;
2. Reference to the specific terms of the agreement which have been allegedly violated;
3. Issues involved; and
4. Remedy sought.

In presenting the grievance, the librarian may elect to represent himself or herself or be accompanied by a representative of the Union. The Library Director shall inform the librarian and the Union in writing of the disposition of the grievance within ten (10) days of the presentation of the grievance.

**B.** Union Grievances - A grievance which the Union may have against the Employer shall be commenced by filing in writing (in the format of Step 2 above) with the Library Director. Such filing shall be within ten (10) days following the occurrence of the event giving rise to the grievance or ten (10) days after the event is known or reasonably should have been known. The Library Director or his or her designee and the Union shall have ten (10) days from the receipt of the grievance to resolve it.

**STEP 3 Mediation** - The Library Director may request mediation at any point in Step 2 by submitting a request to the Human Resources Director.

- A. If the grievance is not resolved at Step 2, the Union may submit a written request for mediation to the Human Resources Director within 15 days of the reply to the formal grievance or within 30 days of the submission of the formal grievance. If both the Union and the Human Resources Director agree, a mediator shall be jointly selected. Every effort shall be made to acquire no-cost mediation services.
- B. If the grievance is a General Grievance (a dispute concerning an action or practice alleged to be unfair, inequitable, or which intrudes on a librarian's ability to perform his or her job in a non-hostile work environment), mediation is the final step in this process.
- C. If the grievance is a Contract Grievance (a dispute involving the application or interpretation of the terms of this Agreement) the Union may request to bypass Step 3 and proceed to arbitration. A written request for arbitration shall be presented to the Human Resources Director within 10 days of receipt of the decision at Step 2 or within 10 days of the completion of mediation, if an agreement has not been achieved.

**STEP 4 Arbitration** - If no settlement is reached in Step 2 or 3, the Union may request that the matter be submitted to an arbiter as hereinafter provided:

- A. Written notice of a request for arbitration shall be made to the Library Director within ten (10) days of receipt of the disposition letter at Step 2.
- B. Arbitration shall be limited to issues involving the interpretation or application of specific terms of this Agreement.
- C. The parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters who practice in Washington and Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are not mutually acceptable arbiters on the panel, the parties in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.
- D. **Arbitration proceedings** shall be in accordance with the following:
  - 1. The arbiter, once appointed, shall inform the parties as to the procedures which shall be followed.
  - 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
  - 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration, which decision shall be final and binding on both parties.
  - 4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
  - 5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written brief within a time period mutually agreed upon. Such arguments of

the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
  7. The arbiter shall specify in the award that the Employer or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
  8. If requested, the total cost of the transcribed record shall be paid by the party requesting it. If the other party also requests a copy, that party shall pay one-half (1/2) of the cost.
- E. Binding Effect of Award** - All decisions arrived at under the provision of this Article by the representatives of the Employer and the Union at Steps 1 and 2, or by the arbiter, shall be final and binding upon both parties, provided however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.
- F. Limits of the Arbiter** - The arbiter cannot order the Library to take action contrary to law.
- G. No Duty to Maintain Status Quo** - The Employer has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be effected as per the arbiter's award.
- H. Freedom from Reprisal** - There shall be no reprisals against the grievant or others as a result of his or her participation in this process.

## **ARTICLE 22 – GENERAL DISPUTE**

### **22.1 General Dispute**

A dispute concerning an action or practice alleged to be unfair, inequitable, or which intrudes on an employee's ability to perform his or her job in a non-hostile work environment, or any workplace relationship issues that affect the parties' ability to work together. The parties will review Alternative Dispute Resolution systems to more effectively resolve disputes of this nature.

### **22.2 Contract Dispute**

A dispute involving the application or interpretation of the specific terms of this agreement must be brought as a grievance, pursuant to ARTICLE 21 - Grievance Procedure. Complaints about discrimination that allege a violation of State or Federal law, such as race discrimination or sexual harassment, should be raised with the Human Resources Department (see PER 11.02.01) and are not addressed in this Article or Collective Bargaining Agreement.

## **ARTICLE 23 – LABOR MANAGEMENT COMMITTEE**

In recognition of the value of cooperative problem solving, there will be a joint labor/management committee, which will meet periodically to discuss matters of mutual concern. A reasonable number of bargaining unit members will be allowed paid time to participate in these discussions.

## **ARTICLE 24 - JOB AUDITS**

**24.1** Job audits for the purpose of salary adjustment may be requested by a librarian. Such requests shall be made in writing, with justification, to the Library Director. This justification shall set forth factual information that describes and identifies the substantial changes in the duties and responsibilities of the position and/or in the required knowledge, skills, and abilities.

**24.2** The Library Director shall review a request for a job audit, to verify the information provided, within thirty (30) working days of receipt. If the Library Director determines that substantial changes have occurred, he or she shall prepare a revised job description.

**24.3** The librarian shall verify the accuracy and completeness of the revised job description with his or her signature. The audit request and revised job description shall then be forwarded to Human Resources. Within sixty (60) days of the date that the complete audit request packet was submitted to the Human Resources Department, the Human Resources Director or designee shall review the request with a designated Union representative and make a determination if the job is accurately classified. A desk audit or discussion with the librarian and the Library Director or designee may be conducted if necessary to reach a decision.

**24.4** The Human Resource Director's decision, with an explanation for the findings, shall be provided to the librarian with a copy to the Library Director. If the decision supports reclassification and the decision is to upgrade, the pay action shall be retroactive to the date the librarian's audit request was first made to the Library Director. The librarian's wage shall be placed on the new pay range at a point at least 3% above the librarian's current salary.

If the decision is to downgrade the position, the librarian shall retain pay but shall not receive any further increases until his or her pay is within the salary range for the reclassified position.

**24.5** At any time in this process, if it is found that a librarian is being assigned or performing higher grade duties which change the grade of the position, such duties may be withdrawn based on budgetary limitations or sound position management principles.

**24.6** In the event the librarian is not in agreement with the results of the audit, a review may be initiated within 30 working days of the receipt of the audit results. The following procedure shall be used:

- A.** The librarian shall request that a qualified representative of AFSCME Council 2 review the audit results.
- B.** The Union's representative shall confer with the Human Resources Director. They are charged with reaching a decision on the disputed audit. Their decision shall be final and binding.

**24.7** In the event that a job audit request is denied by the Library Director, the librarian may take the request directly to the Department of Human Resources.

**24.8** The Library Director shall prepare a job description for any newly created position. The Human Resources Director or designee shall evaluate the new job description and allocate to a classification. Then the Human Resources Director shall review the job description and the classification allocation with a designated Union representative.

**24.9** In no case shall job audits be allowed unless six months have passed since the previous evaluation of the position. Likewise, job audits of new positions may not be requested for at least six months.

#### **ARTICLE 25 – STRIKES OR WORK STOPPAGE**

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all Library services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union shall not cause, engage in or sanction any work stoppage, strike, slow down or any other form of interference with Library operations at any location whatsoever. Employees who engage in any of the foregoing activities shall be subject to disciplinary action up to and including discharge. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

#### **ARTICLE 26 – SAVINGS CLAUSE**

Should any provisions of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree that any invalid provision of this Agreement shall be modified through collective bargaining prior to the expiration of this Agreement to comply with existing regulations or law.

#### **ARTICLE 27 – SUBCONTRACTING**

The Board of Trustees reserves the right to make any and all contracts under law which in its sole discretion it deems appropriate. Thirty (30) days prior to any formal action by the Board, the Union shall be notified of subcontracting proposals which, if adopted, would have the effect of laying off bargaining unit members. The Union shall be granted the right to a public hearing in regular Board session to present its concerns regarding any proposal to contract bargaining unit services.

#### **ARTICLE 28 – COMPLETE AGREEMENT**

The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results are set forth in this Agreement. Therefore, the Employer and the Union, voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter not covered by the Articles of this Agreement unless specified or mutually agreed upon by Letter of Agreement or by Memorandum of Understanding.

## **ARTICLE 29 – TERM OF AGREEMENT**

### **29.1 *Term of Agreement***

Except as otherwise provided herein, the provisions of this Agreement shall be effective upon signing and shall remain in full force and effect until December 31, 2022. The parties further agree that no later than 90 days prior to the expiration of this Agreement, negotiations shall commence for a successor Agreement.

### **29.2 *Legally Binding***

This Agreement shall be binding on the City of Bellingham.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, for  
**AFSCME LOCAL #114L:**

\_\_\_\_\_  
President, AFSCME Local #114L

\_\_\_\_\_  
Council 2 Staff Representative

**Attest:**

\_\_\_\_\_  
Union Negotiator

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the  
**LIBRARY BOARD:**

\_\_\_\_\_  
Library Board Chair

\_\_\_\_\_  
Library Director

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Seth Fleetwood, Mayor

**Attest:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Human Resources Services Manager

**APPENDIX A 2020 SALARY**

<b>CITY OF BELLINGHAM</b>							
<b>2020</b>							
<b>Professional Librarian Salary Structure</b>							
<b>PLAN L</b>							
<b>(3.0% Increase January 1, 2020)</b>							
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
<b>Librarian 1</b>	<b>\$5,069</b>	<b>\$5,367</b>	<b>\$5,665</b>	<b>\$5,963</b>	<b>\$6,261</b>	<b>\$6,559</b>	<b>\$6,857</b>
	\$29.24	\$30.96	\$32.68	\$34.40	\$36.12	\$37.84	\$39.56
<b>Librarian 2</b>	<b>\$5,310</b>	<b>\$5,622</b>	<b>\$5,935</b>	<b>\$6,247</b>	<b>\$6,559</b>	<b>\$6,872</b>	<b>\$7,184</b>
<b>Librarian 3</b>	<b>\$5,915</b>	<b>\$6,263</b>	<b>\$6,611</b>	<b>\$6,959</b>	<b>\$7,307</b>	<b>\$7,655</b>	<b>\$8,003</b>

**APPENDIX A 2021 SALARY**

<b>CITY OF BELLINGHAM</b>							
<b>2021</b>							
<b>Professional Librarian Salary Structure</b>							
<b>PLAN L</b>							
<b>(3.0% Increase January 1, 2021)</b>							
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
<b>Librarian 1</b>	<b>\$5,221</b>	<b>\$5,528</b>	<b>\$5,835</b>	<b>\$6,142</b>	<b>\$6,449</b>	<b>\$6,756</b>	<b>\$7,063</b>
	\$30.12	\$31.89	\$33.66	\$35.43	\$37.21	\$38.98	\$40.75
<b>Librarian 2</b>	<b>\$5,469</b>	<b>\$5,791</b>	<b>\$6,112</b>	<b>\$6,434</b>	<b>\$6,756</b>	<b>\$7,077</b>	<b>\$7,399</b>
<b>Librarian 3</b>	<b>\$6,093</b>	<b>\$6,451</b>	<b>\$6,810</b>	<b>\$7,168</b>	<b>\$7,526</b>	<b>\$7,885</b>	<b>\$8,243</b>

## APPENDIX A 2022 SALARY

<b>CITY OF BELLINGHAM</b>							
<b>2022</b>							
<b>Professional Librarian Salary Structure</b>							
<b>PLAN L</b>							
<b>(3.0% Increase January 1, 2022)</b>							
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
<b>Librarian 1</b>	<b>\$5,377</b>	<b>\$5,693</b>	<b>\$6,010</b>	<b>\$6,326</b>	<b>\$6,642</b>	<b>\$6,959</b>	<b>\$7,275</b>
	\$31.02	\$32.84	\$34.67	\$36.50	\$38.32	\$40.15	\$41.97
<b>Librarian 2</b>	<b>\$5,633</b>	<b>\$5,964</b>	<b>\$6,296</b>	<b>\$6,627</b>	<b>\$6,958</b>	<b>\$7,290</b>	<b>\$7,621</b>
<b>Librarian 3</b>	<b>\$6,276</b>	<b>\$6,645</b>	<b>\$7,014</b>	<b>\$7,383</b>	<b>\$7,752</b>	<b>\$8,121</b>	<b>\$8,490</b>

## APPENDIX B - Maximum Monthly Employer Contribution Amounts

Effective 1/1/2020	2020 Employer Contribution per Tier
Coverage	
Employee Only	\$717.15
Employee & Spouse	\$1397.10
Employee & 1 Child	\$1062.10
Employee & 2 Children	\$1344.61
Employee, Spouse & 1Child	\$1742.05
Employee, Spouse & 2 Children	\$2024.56

Effective 1/1/2021	2021 Employer Contribution per Tier
Coverage	
Employee Only	\$753.01
Employee & Spouse	\$1466.96
Employee & 1 Child	\$1115.21
Employee & 2 Children	\$1411.84
Employee, Spouse & 1Child	\$1829.15
Employee, Spouse & 2 Children	\$2125.79

Effective 1/1/2022	2021 Employer Contribution per Tier
Coverage	
Employee Only	\$790.66
Employee & Spouse	\$1540.31
Employee & 1 Child	\$1170.97
Employee & 2 Children	\$1482.43
Employee, Spouse & 1Child	\$1920.61
Employee, Spouse & 2 Children	\$2232.08