

# **A G R E E M E N T**

**Between**

**Tacoma Public Library**

**And**

**Teamsters Local Union No. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

**Representing Office Staff, Supervisors,  
and Management Staff**



**Term of Agreement**

**January 1, 2011 – December 31, 2014**

## TABLE OF CONTENTS

### TACOMA PUBLIC LIBRARY OFFICE STAFF, SUPERVISORS, AND MANAGEMENT STAFF

<u>ARTICLE</u>	<u>PAGE</u>	<u>ARTICLE NO.</u>
Complete Agreement -----	24 -----	21
Definitions -----	1 -----	4
Disciplinary Action -----	19 -----	17
Discipline Appeals -----	20 -----	18
Duration -----	25 -----	24
General Leave -----	12 -----	15
Holidays -----	18 -----	16
Hours of Work -----	8 -----	11
Insurance Programs -----	12 -----	13
Labor-Management Committee -----	7 -----	10
Lateral Transfers -----	24 -----	23
Library Rights -----	5 -----	8
Non-Discrimination -----	2 -----	5
Pension -----	12 -----	14
Preamble -----	1 -----	1
Purpose -----	1 -----	2
Recognition -----	1 -----	3
Reduction in Force -----	22 -----	19
Salaries/Wages -----	9 -----	12
Separability -----	24 -----	22
Union Activities -----	3 -----	7
Union Rights -----	6 -----	9
Union Security -----	2 -----	6
Work Slowdown/Stoppages -----	23 -----	20
Appendix A -----	26	
Appendix B -----	27	
Appendix C -----	27	
Letters of Understanding		
Re: Article 13 - Insurance Programs -----	28	
Re: Article 15 & 16 General Leave/Holidays -----	29	
Re: Sunday Hours - Main Library -----	30	

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

**ARTICLE 1 – PREAMBLE**

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

**ARTICLE 2 – PURPOSE**

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

**ARTICLE 3 – RECOGNITION**

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

**ARTICLE 4 – DEFINITIONS**

4.01            **Board** - shall mean the Board of Trustees of the Tacoma Public Library.

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

4.03            **Regular Employee** - shall mean an employee, who is not on probation and who

is regularly scheduled for not less than eighty (80) hours in any one two-week pay period. This bargaining unit covers salaried and hourly employees.

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

## **ARTICLE 5 – NON-DISCRIMINATION**

5.01 **Non Discrimination** - The Library and Teamsters Local Union No. 117 agree that the provisions of this Agreement shall be applied to employees without discrimination by reasons of age, sex, marital status, race, color, national origin, ancestry, religion, sexual orientation or disability subject to occupational requirements and the ability to perform the job duties.

5.02 **Gender** - Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

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

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

## **ARTICLE 6 – UNION SECURITY**

6.01 It shall be a condition of employment that all employees who are members of the Union on the effective date of this Agreement in classifications listed in Appendix A, attached hereto, shall remain members in good standing during the term of this Agreement. It shall further be a condition of employment that all employees hired into positions covered by this Agreement shall become members of the Union within thirty (30) days of their date of hire and shall remain members of the Union in good standing for the duration of this Agreement, or in lieu thereof, will pay each month a service charge equivalent to uniformly applied Union dues to the Union as a contribution toward the administration of this Agreement.

6.02 **Union Membership** - standing is herein defined as rendering of uniformly applied dues (equal treatment of all members) on a timely basis to the Union. Such employees, excluding those bargaining unit employees who were not members of the Union as of September 15, 1995, who fail to comply with this requirement shall, upon the written request of the Union, be discharged by the Library within thirty (30) days after receipt of written notice to the Library from the Union unless the employee fulfills the membership or service charge obligation set forth herein within the thirty (30) day period.

6.03 **Dues Check-off** - The Library agrees to have deducted as soon as is feasible from the paycheck of each employee, the regular initiation fee(s) and regular monthly dues uniformly required of members of the Union or in lieu thereof, the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon written request to the Library, and the Union so notified. The performance of this function is recognized as a service to the Union by the Library.

6.04 In accordance with RCW 41.56.122, employees covered by this Agreement, who for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a Union, shall contribute an amount equivalent to regular Union dues to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

6.05 The Union agrees that the Library shall not terminate the employment of any employee under the security provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or provided proof of an alternative payment based on religious tenets as provided hereinabove.

## **ARTICLE 7 – UNION ACTIVITIES**

7.01 **Work Site Visit** - Duly authorized representatives of the Union shall have access to the Library employee's work site at reasonable times for the purpose of investigation of grievances or problems affecting the employee in matters relating to this Agreement, provided, however, that the Union representative first notifies the Library Human Resources Office prior to the meeting as to which department or area he/she wishes to visit and the purpose of such visit, and shall confine such visit(s) to the department or area agreed upon.

7.01.01. After reasonable advance notice to the Library Human Resources Office and at a reasonable time mutually agreeable to the Library, one authorized representative of the Union and/or one (1) shop steward may visit the work location of bargaining unit employees for the purpose of investigating alleged grievances affecting its bargaining unit employees. Any such Union representative and/or shop steward will confine his/her activities during any such visit to matters relating to administration of this

Agreement.

7.01.02 Except as specifically provided in this Article, employees, stewards, and/or Union representatives will not conduct internal Union business or promote the Union or its affairs during such employees' work time, other than contract negotiations, or in view and/or earshot of the public. The Union may conduct meetings during regularly scheduled lunch breaks and at other times outside of the regularly scheduled work time of the employees who participate in the meeting. When such meetings are conducted on Library property, the Union shall give the Library Human Resources Office prior notice of the time, location and expected duration of the meeting. Employees who attend such meetings shall be responsible for either confining their attendance to their non-work time or obtaining prior approval for use of leave of approved time.

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

## 7.02 Union Stewards

7.02.01 The Union shall have the right to select up to four (4) stewards to assist in the administration of this Agreement. The Library will only recognize the Union stewards that have been identified as such, in writing to the Library Human Resources Office, by the Union.

7.02.02 Except as otherwise specifically provided in this Article and Article 18, Section 18.4, bargaining unit employees and Union employees will not be compensated by the Library for any Union activities, other than contract negotiations.

7.02.03 Two (2) Union negotiating team members will be compensated, at the straight time rate of pay for their Union job classification, for scheduled work hours lost in attendance of formal negotiation for successor collective bargaining agreement(s).

## 7.03 Board Meeting Attendance

The Local 117 Shop Steward may attend Board meetings without loss of pay when they are held during regularly scheduled hours of work. The Employer reserves the right to deny Board attendance in emergency situations as required by the business needs of the Library. A copy of the Library Board of Trustees (BOT) meeting packet (excluding confidential information) will be provided to the Local 117 Business Representative or designee. The copy of the BOT packet will be sent in delivery on the day the information is provided to the Trustees. Information provided to the Trustees on the day of the Board meeting will be provided to the Local 117

Business Representative or designee at the meeting.

**Library Mail System:** The Employer's delivery or internal mail or e-mail system may be used to send Union meeting bulletins and notices. Each bulletin or notice will include a posting and removal date and will be initialed by a Union official. Union officers and the Employer may also use the internal mail system for the purpose of sending official Union correspondence.

## **ARTICLE 8 – LIBRARY RIGHTS**

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

1. The right to manage and determine all services, operations and facilities.
2. The right to schedule working hours, meal periods, breaks and days of rest.
3. The right to establish, modify or change work schedules or standards.
4. The right to direct the working forces, including but not limited to the right to hire, assign, evaluate, promote, demote, layoff or transfer any employee.
5. To establish qualifications for employment and to employ employees.
6. The location of the Library, including the establishment of new libraries, or departments, divisions or subdivisions thereof, and the relocation or closing of libraries, departments, divisions or sub-divisions.
7. The determination of services rendered or supplied, including the right to determine whether goods or services are made or purchased.
8. The determination of financial policy, including account procedures, prices of services rendered or supplied, and patron relations.
9. The selection, promotion, or transfer of employees.
10. The determination of policy affecting the selection or training of new and existing employees.
11. The scheduling of operation and the determination of the number and duration of shifts.
12. Introduction of new, improved or different service methods or facilities or change in existing methods, equipment or facilities.
13. The determination of the amount of supervision necessary.

14. To introduce technological changes.
15. The establishment of quality and quantity standards and the judgment of the quality and quantity of workmanship required.
16. The establishment, modification, and enforcement of rules, regulations or policies, which are not in direct conflict with any of the provisions of this Agreement, as well as the right to establish, modify and enforce disciplinary rules, regulations and procedures with respect to employees.
17. The determination of safety, health and property protection measures for the Library.
18. The allocation and assignment of work to employees.
19. To discipline, discharge or suspend employees for cause.
20. The Library reserves the right to accept and make use of the valuable contributory service performed by volunteer organizations and volunteer workers.

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

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

## **ARTICLE 9 – UNION RIGHTS**

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

9.02

1. The right to clear, fair standards, regulations and policies, uniformly applied.
2. The right to engage in outside activities, provided such activities do not render the employee unable to perform assigned duties, are clearly prejudicial or harmful to the Library's reputation or in conflict with acceptable bidding or State contract law.

3. The employee shall be provided a copy of the Library's Personnel Rules, Labor Agreement, job description, and shall have the right to have access to the Library's Rules and Operating Procedures (i.e. Policy and Procedures Manual). Further, the employee has the responsibility to become knowledgeable of these rules/regulations as they apply to his/her position, duties and the Library's expectations.

9.03 All employee personnel files shall be maintained at the Main Library in the Library Human Resources Office and shall be available for an employee's inspection. All data in the file shall be held in strict confidence with the following exceptions:

1. The employee
2. The Library Human Resources Office staff
3. The Supervisors/Managers with direct line authority over the employee or an employee who is designated to transfer to the Department of the inquiring supervisor/manager, upon written notice to the employee
4. The Library Director

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

9.04 The employee may respond in writing to materials that in the employee's judgment may have an adverse effect on her/his employment.

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

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

The Union and the Library agree to establish a Labor-Management Committee to discuss matters of mutual interest. The Labor-Management Committee shall have no bargaining authority. Understandings attained by the parties will be supported by the parties, but shall not alter or modify any provisions of the Collective Bargaining Agreement.

10.01 When an employee has temporarily filled a vacant position represented by

Teamsters Local Union No. 117, for a period of ninety (90) days, upon written request from the Union, a Labor/Management meeting shall be held to discuss the permanent filling of the vacant position.

## **ARTICLE 11 – HOURS OF WORK**

### 11.01

1. Hours of work shall be defined to include: hours actually worked, general leave, frozen sick leave, holidays, bereavement leave, jury/witness duty and family leave that is paid. Hours worked shall not include time indicated as leave without pay.

### 2. **Hourly Employees**

- A. A normal pay period shall consist of eighty (80) hours in a pay period. Up to one hour meal period on the employee's time shall be allowed for each day worked. The work schedule shall be established in accordance with the needs of the Library.
- B. Employees who work for a consecutive period of four (4) hours shall have a fifteen (15) minute rest period during that time. The rest period shall be scheduled at the middle of that time frame whenever this is feasible. Any authorized schedule of work of four (4) consecutive hours beyond the normal workday of the employee shall entitle the employee to an additional rest period of fifteen (15) minutes.

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

1. Employees who perform authorized work in excess of forty (40) hours in one week shall be considered overtime. Whether or not overtime shall be assigned to the employee and at what time, and over what period, shall be within the discretion of administration and the manager.
2. Overtime compensation shall be taken in the form of cash earned at time and one half (1 1/2 X) the employee's basic rate of pay, inclusive of longevity, for each hour of overtime worked. Hours worked shall not include time indicated as leave without pay for the purpose of calculating overtime.
3. All work on Sunday shall be compensated at double time (2X) unless a Sunday work schedule was specified at the time of hire or another schedule is mutually

agreed upon, in writing, between the employee and administration/manager.

4. All employees classified as supervisory and office support may, upon written approval from the manager, voluntarily trade shifts with another employee in that class. Such trades shall not be calculated toward the calculation of overtime.

11.03      **On Call/Call Back Pay**

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

11.04      A salaried employee has the flexibility to adjust his/her work schedule, with notification to appropriate staff, as needed taking into consideration the needs of the Library.

**ARTICLE 12 – SALARIES/WAGES**

12.01      Effective January 1, 2010, wage rates will be increased by 100% of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bremerton Area, June index.

The parties agree:

- A. Wage increases for the bargaining unit will be suspended through 2012, two (2) years only. The parties agree to reopen on wages for 2012 during the fourth quarter of 2011 if the Seattle-Tacoma-Bremerton CPI-W, June 2010 to June 2011 index exceeds three percent (3%).
- B. Effective January 1, 2013 all wages will be increased by 100% of the Seattle/Tacoma/Bremerton CPI-W June 2011 to June 2012 index with a minimum of 2% and a maximum of 4%.
- C. Effective January 1, 2014 wage rates will be increased by an amount to be determined by a market survey with an expected completion date of October 1, 2013. The market survey process will be established collaboratively by both parties. The parties agree to meet no later than April 1, 2013 to begin discussion on economic proposals and the market survey process. The market survey process may include review of market comparables used in the 2007 classification/compensations study. In the event that wage negotiations continue beyond January 1, 2014, final wages will be retroactive to January 1, 2014.
- D. Wage rates for the Superintendent of Maintenance classification will be adjusted to 3% above the comparable market median when the position becomes vacant.
- E. The Tacoma Public Library will amend the title of the Administrative Assistant classification (CSC 9047) to Finance/Payroll Lead in Appendix A with a Step 21 wage rate of \$30.68. In addition, Tacoma Public Library will no longer have this classification's wages frozen.
- F. The Tacoma Public Library agrees to sign a Memorandum of Understanding (MOU) regarding the Sunday hours at the Main Library as follows:
  - No bargaining Unit Member will be scheduled to work more than five (5) consecutive days unless mutually agreed to between the employee, the Union and the Library. Employees who work four (4) or more Sundays between September 2011 through June 2012 shall receive an extra floating holiday pursuant to Article 16, section 16.02.

## 12.02

### **Benefit Incentive Pay**

1. Eligibility for Benefit Incentive Pay (BIP) shall be determined by the length of full time service and shall be paid to an eligible employee on a bi-weekly basis or applied to the Flex Plan of the employee's choice when the stipulated period of service has been completed. Service is defined as the total of all full-time

regular employment from the most recent hire date, excluding time lost due to leaves, suspension(s), or layoffs.

An eligible employee shall receive Benefit Incentive Pay based on a percentage of his/her base straight-time rate of pay received for the job classification in which he/she is currently being paid in accordance with the following schedule:

From 5 through 9 years continuous service – 1% per month

From 10 through 14 years continuous service – 2% per month

From 15 through 19 years continuous service – 3% per month

20 years or more continuous service – 4% per month

The Benefit Incentive Pay may be taken as cash or applied to a 457 Plan as determined by the employee.

2. All employees listed in Appendix A who are eligible and currently receiving Benefit Incentive Pay shall have that amount frozen as of the adoption date of this Agreement or until such time as the frozen amount is less than or equal to the amount and appropriate years of service as designated in the benefit incentive schedule.
3. Employees that were in the employ of the Library prior to January 1, 1983 shall not suffer a reduction in their current Benefit Incentive Pay schedule and shall accrue additional BIP based upon their tenure according to the schedule above. Employees who are now receiving BIP's shall not have the amount of monies received altered until the next anniversary date. There is not any retroactivity of service to any modified schedule.

#### 12.03 **Library Mileage Reimbursement/Compensation**

1. An employee covered by this Agreement who utilizes his/her personal vehicle for attendance to approved seminars, meetings, programs, training, in connection with the performance of official Library business, and/or for approved library business, shall be reimbursed at the rate established by the Internal Revenue Service in October of each year for such mileage.
2. An employee who is on call or is a manager who has to respond to a problem outside of his/her regular schedule, in a department/division/department for which he/she is responsible and utilizes his/her personal vehicle shall receive mileage compensated at the IRS rate established for that time period.

## **ARTICLE 13 – INSURANCE PROGRAMS**

13.01 **Medical Insurance** - shall be provided by the Library through the City of Tacoma/Joint Labor Committee plan for the employees in this bargaining unit and their spouse and dependents for 2008-2010.

13.02 **Dental Insurance** - shall be provided by the Library through the City of Tacoma/Joint Labor Committee plan for the employee, spouse and dependents.

13.03 **Long Term Disability (LTD) Insurance** - shall be provided for all employees defined under this Agreement at no cost to the employee. Upon the completion of a waiting period of ninety (90) days, an employee who is unable to perform his/her duties shall be eligible to receive 60% of his/her monthly income, up to \$5,000 per month until age sixty-five (65).

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

13.05 **Vision coverage** - shall be provided under the City of Tacoma Plan/Joint Labor Committee plan for employees, spouse and dependents.

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

13.07 **VEBA** – The VEBA agreement authorized by Resolution 02070, passed by the Tacoma Public Library Board on December 18, 2002, will be reference in the bargaining agreement. The Library will continue to transfer one-hundred percent (100%) of the sick leave balance pay out to a VEBA account for each employee at his/her retirement, unless notified by the Union in writing.

## **ARTICLE 14 – PENSION**

14.01 All employees represented by this Agreement shall be covered by the City of Tacoma Retirement System as governed by the Charter and official code of the City of Tacoma, Washington, Chapter I.30 Retirement and Pensions, and as amended by subsequent City of Tacoma Ordinances and Resolutions.

14.02 All employees represented by this Agreement shall be covered by Social Security.

## **ARTICLE 15 – GENERAL LEAVE**

15.01 Employees covered by this Agreement shall receive General Leave as set forth

herein. General Leave is granted upon the completion of years of service at the rate of:

1 year of full time service = 8.00 hours per pay period, 208.00 hours a year (26 days).

4 years of full time service = 8.92 hours per pay period, 231.92 hours a year (29 days).

8 years of full time service = 9.54 hours per pay period, 248.04 hours a year (31 days).

13 years of full time service = 10.46 hours per pay period, 271.96 hours a year (34 days).

18 years of full time service = 11.08 hours per pay period, 288.08 hours a year (36 days).

1. General Leave is earned and credited each bi-weekly pay period based on the employees' date of employment during their latest period of Library employment. An employee must be in a paid status during their latest pay period to accrue general leave. General Leave may be taken in increments of one-tenth (.10) of an hour for those employees in positions classified other than managerial.
2. During the first six (6) months of employment, employees are not authorized to use general leave, except for absences due to illness or injury as approved by the Director or designee.
  - A. Employees who use general leave due to illness may be requested to submit a physician slip and shall not take time that is not earned.
3. General leave may be accumulated to a maximum of twice (2x) the employee's annual entitlement. The General Leave otherwise to be earned exceeding the authorized maximum accumulation shall be forfeited as of January 1 of each year or upon termination.
4. An employee covered by this Agreement may submit, in writing, a request to the Director to authorize a carryover of general leave beyond his/her normal accrual rate as provided in subsection 3 above, up to a maximum of one hundred twenty hours (120) or fifteen (15) days. The request must clearly demonstrate that the inability to use the affected general leave was not due to any fault of the employee. Only the Director may waive subsection 3 above, and shall only waive the subsection once in any three (3) year period for any one employee. Such leave, if not used in the year carried forward, shall be forfeited, and in no instance shall it be paid upon termination.
5. A. General Leave may be used at the time of termination of employment. All accrued unused General Leave credits shall be compensated at the rate at which it was earned, except that no payments shall be made to an employee who has not completed six (6) months (1040 hours) of continuous service, nor shall any payment be made for unused credit in excess of an individual's maximum accrual.

B. Effective January 1, 2010, a maximum of two (2) weeks of General Leave may be used at the time of termination of employment or at retirement provided the employee submits a leave request form with his/her letter of resignation or retirement and includes the effective date of his/her resignation or retirement in the letter. All accrued unused General Leave credits shall be compensated.

6. The administrative staff shall be responsible for scheduling the General Leave of managers and managers shall be responsible for scheduling the General Leave of supervisors, office and support staff, all in such a manner as to achieve the most efficient functioning of the Library. General Leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the services of the Library as determined by the Director.
7. An employee using General Leave for illness or accident that exceeded three (3) days may be required to have a medical release prior to returning to work. The employee shall be notified in advance if such a medical release is required.
8. All employees hired prior to January 1, 1983 shall accrue General Leave at the same rate as the employee would accrue vacation leave and sick leave on December 31, 1982. However, after December 31, 1982 no employee shall advance in leave accrual until his/her length of continuous full time service equals the next higher accrual rate stated in the General Leave Plan, Part A. The purpose of this section is to assure that an employee hired prior to January 1, 1983 shall not lose any leave time.
9. The balance of general leave on the books shall not exceed twice (2x) the normal entitlement as stated in the beginning of this Article.

15.02 **Sick Leave Pool** - is the amount of sick leave remaining on the books as of the adoption of this Agreement and general leave that the employee has elected to transfer from general leave to the sick leave pool.

1. In the last pay period of November each year, all employees covered by this Agreement shall receive notice from the Library Human Resources Office that they shall have the opportunity to transfer general leave to their sick leave pool.
2. The intent to transfer general leave to sick leave shall be a written request from the employee stating the amount of general leave to be transferred and signed by the employee.
3. After general leave is transferred to the sick leave pool it cannot be allocated back to

the general leave balance.

4. General leave transferred to the sick leave pool shall be used as sick leave and shall be paid off at termination in accordance with this Agreement.
5. Any employee required to be off work due to illness for three (3) consecutive work days or longer shall use accumulated sick days to be deducted from their credited hours of sick days. If the period of illness is for less than three (3) consecutive days, and if the employee has sick leave on the books, he/she may elect to use sick leave for that illness. Sick leave may be utilized in one-tenth (.10) hour increments for hourly employees.
6. Employees claiming illness or injury as grounds for General Leave, or for any use of remaining sick leave balance, may be required to furnish a certificate issued by a licensed physician.
7. Any employee covered by this Agreement who is absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of the Library Director or designee, be required to have a physical examination before returning to active duty.
8. Employees hired before the ratification of this Agreement who terminate for reasons other than discharge, retirement or death, shall have the time in their sick leave pool compensated at the rate of 25% of their sick leave pool balance at the rate the leave was earned.

Employees hired after the ratification date of this agreement who terminate for reasons other than retirement or death shall have the time in their sick leave pool compensated at the rate of 10% of a 120 day maximum of the employee's sick leave balance to be paid at the employee's current rate at separation provided the employee has a minimum of eighty (80) hours accrued.

9. Employees hired before the ratification of this Agreement who terminate their employment due to retirement or death shall receive 100% of their sick leave pool at the rate earned.

Employees hired after the ratification date of this Agreement who terminate due to retirement or death shall have the time in their sick leave pool compensated at the rate of 25% to be paid at the employee's current rate of pay.

10. Employees who use sick leave from their pool do so at the current rate.

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

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

15.05        **Leave of Absence** - A leave of absence without pay may be granted after completion of one year of employment and approval of the Director. All leaves without pay shall not exceed sixty (60) calendar days. Before completion of the first thirty (30) days leave of absence, the Director may grant an additional thirty (30) days leave. Upon the expiration of regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. No benefits such as general leave shall accrue during a leave of absence. Failure on the part of an employee on leave to report promptly at the expiration date of the leave shall be cause for discharge.

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

15.07        **Family and Medical Leave** - Employees will be eligible for family medical leave as provided for in state and federal statutes. The Library uses a rolling twelve (12) month period to determine eligibility for FMLA.

15.08        **Leave Sharing**

1. An Employee Committee made up of two (2) Library employees, one from Teamsters Local 117 and one from AFSCME Local 120. The Employee Committee will review

all leave sharing requests for sick leave pool sharing and may permit an employee to receive leave under this section if:

- A. The employee suffers from an illness, injury (non-workers compensation) or condition which is extraordinary or severe in nature. The employee's absence and use of shared leave are deemed to be justified by the Committee;
  - B. The employee has depleted or will shortly deplete his or her general leave and any sick leave pool reserves;
  - C. The employee has abided by rules regarding sick leave use; and
  - D. The employee is not in a disciplinary status.
2. The Employee Committee shall determine the amount of sick leave pool, if any, which an employee of the bargaining unit may receive. However, an employee shall not receive sick leave sharing benefits after he/she is eligible for or receiving benefits under the long-term disability plan.
  3. Donated leave shall be utilized in the order of receipt (first in, first out). Such leave shall be donated in eight (8) hour increments.
  4. An employee who has an accrued sick leave pool balance of more than twelve days (96 hours) may request the transfer of a specified amount of sick leave pool to another employee authorized to receive leave under this section. In no event may the employee request a transfer of an amount of leave that would result in his or her sick leave pool account going below twelve (12) days.
  5. Employees may also donate directly from their General Leave balance under the same provisions for donation from the sick leave pool.
  6. Transfers of leave made under this section shall not exceed the amount approved by the Committee.
    - A. The amount of any leave transferred under this section which remains unused shall be returned at its original amount to the employee or employees who transferred the leave when the Employee Committee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.
  7. Employees donating sick leave pool hours will not receive payment for these hours at time of resignation or retirement.

8. Upon approval, the Committee will notify the Library Human Resources Office in writing of the said approval for transfer of hours.
9. Employees may donate leave under this provision to any Library employee who is qualified and approved for leave sharing.

15.09 If an employee is on an approved unpaid leave of absence as defined in Article 15, Section 15.05 Leave of Absence, benefits that do not accrue are accrual benefits and they are defined as general leave, holidays, and bereavement.

## **ARTICLE 16 – HOLIDAYS**

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

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

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

1. When a holiday named in this Agreement falls on a Sunday, it shall be observed on the following Monday. When a holiday named in this policy falls on a Saturday, it shall be observed on the preceding Friday.
2. **Holiday in Lieu of Observed Date** - Staff who work, due to the demands of the Library, a designated scheduled holiday shall be compensated at two times (2X) their regular base straight time rate of pay for hours worked on such holiday and shall have another day off, agreed to by the employee and administration/manager, and scheduled within three (3) pay periods of the regularly designated holiday worked.

16.02 Employees listed in Appendix A shall have three (3) floating holidays, with the first floating holiday available at the beginning of each calendar year for employees hired prior to January 1st of each year. Employees who are hired after the first of the year shall have the floating holidays prorated. In July of each year, one additional floating holiday will be granted to each manager and each supervisor who worked four (4) or more Sundays during the school year ending in June of that year. The additional floating holiday will be granted to those

employees whose regular work schedule does not include Sundays.

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

## **ARTICLE 17 – DISCIPLINARY ACTION**

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

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

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

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

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

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

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

## **ARTICLE 18 – DISCIPLINE APPEALS**

18.01        **Definition** - A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Library involving an alleged violation or misapplication of an express provision of this Agreement.

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

**STEP 1:** Any employee who has a grievance shall submit the grievance, orally or in writing, to a supervisor/ manager designated to receive a grievance specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor/manager shall render a written response to the grievance within ten (10) business days after the grievance is presented.

**STEP 2:** If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be

referred by the Union, in writing, to the Library Director or designee within ten (10) business days after receipt of the Library's answer in Step 1. Thereafter, the Library Director or designee shall meet with the grievant and the Union representative involved within ten (10) business days of receipt of the Union's appeal if schedules can be so arranged, but in no event longer than thirty (30) days unless mutually agreed. If no agreement is reached, the Library Director or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

**STEP 3: Arbitration** - If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Library's written answer as provided to the Union at Step 2.

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

and witnesses.

7. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue(s) (but not facts) raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies other than the Library that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Union and the employees covered by this Agreement, and binding upon the Library.

18.03 **Time Limit for Filing** - No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Library. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Library's last answer. If the Library does not answer a grievance, or an appeal thereof, within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

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

## **ARTICLE 19 – REDUCTION IN FORCE**

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

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

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

19.03 **Reemployment Lists** - Employees shall be placed on a reemployment list for a period of twenty-four (24) months. Riffed employees shall be recalled and reemployed in the inverse order of layoff. Declination of an offer by the Library in a comparable position of recall or failure to respond to an offer by the Library shall result in removal from the reemployment list. A response is to be made to the offer by the Library by five (5) business days.

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

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

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

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

## **ARTICLE 21 – COMPLETE AGREEMENT**

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

21.02 The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, 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 they negotiated or signed this Agreement. It is expressly agreed that the Library may unilaterally exercise any management right consistent with Article 8 even though the exercise of such rights may involve subjects or matters not reflected to or covered in this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

## **ARTICLE 22 – SEPARABILITY**

In the event that any provisions of this Agreement are declared invalid by any existing or subsequently enacted state or federal legislation, or by any Court of competent jurisdiction, such legislation or decision shall not invalidate the entire Agreement, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 23 – LATERAL TRANSFERS**

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

23.02 Whenever the Library determines an opening exists in a job classification with two (2) or more positions in that classification, a notice of such an opening will be posted for ten (10) work days. The notice will specify the opening and closing dates that transfer applications will be accepted and the location of the opening. The Library retains the right to extend or repost such positions.

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

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

**ARTICLE 24 – DURATION**

24.01 This Agreement shall be effective January 1, 2011 and shall continue in full force and effect through December 31, 2014.

24.02 Ninety (90) calendar days prior to the end of December 31, 2014, the parties shall meet and may agree to extend the terms and conditions of the existing Agreement, or, upon written notification, may open negotiations for the purpose of negotiating a new Agreement.

**TACOMA PUBLIC LIBRARY**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**



**SUSAN ODENCRANTZ  
Library Director**



**TRACEY A. THOMPSON  
Secretary-Treasurer**

7/5/12  
Date

7-2-12  
Date

**APPENDIX A**  
**TACOMA PUBLIC LIBRARY**  
**SALARY SCHEDULE FOR TEAMSTER EMPLOYEES**  
**1/1/2011 through 12/31/2012**

**2011 rates** – Effective January 1, 2011, wage rates have been calculated per the terms of Section 12.1 of this Agreement.

Code	Job Title	1/12	2/13	3/14	4/15	5/16	6/17	7/18	8/19	9/20	10/21	11
9061	Account Clerk	22.55	22.75	22.98	23.24	23.44	23.69	23.94	24.17	24.39	24.66	24.91
		25.15	25.39	25.66	25.91	26.18	26.42	26.71	26.97	27.23	27.51	
9059	Accounting Technician	22.55	22.75	22.98	23.24	23.44	23.69	23.94	24.17	24.39	24.66	24.91
		25.15	25.39	25.66	25.91	26.18	26.42	26.71	26.97	27.23	27.51	
9042	Finance/Payroll Lead	25.13	25.39	25.65	25.90	26.16	26.43	26.70	26.95	27.23	27.50	27.77
		28.05	28.34	28.62	28.90	29.18	29.49	29.79	30.07	30.37	30.68	
9032	Branch/Dept Supervisor	26.18	26.42	26.71	26.97	27.23	27.51	27.78	28.07	28.35	28.61	28.91
		29.21	29.48	29.79	30.09	30.37	30.68	31.00	31.30	31.61	31.93	
9078	Collection Development Manager	34.01	34.34	34.69	35.05	35.38	35.73	36.10	36.46	36.82	37.18	37.56
		37.95	38.34	38.70	39.10	39.50	39.90	40.30	40.70	41.12	41.51	
9054	Community Relations Officer	32.05	32.36	32.68	33.02	33.34	33.67	34.01	34.35	34.70	35.04	35.39
		35.75	36.13	36.48	36.85	37.22	37.60	37.98	38.35	38.75	39.11	
9011	Facilities Supervisor	27.49	27.77	28.06	28.34	28.61	28.91	29.21	29.48	29.79	30.09	30.37
		30.68	31.00	31.30	31.61	31.92	32.26	32.59	32.89	33.22	33.56	
9073	Manager, Auto/Tech Services	42.62	43.03	43.47	43.88	44.34	44.77	45.22	45.66	46.12	46.58	47.06
		47.53	48.02	48.48	48.95	49.44	49.94	50.47	50.97	51.46	51.96	
9076	Manager, Automated Services	34.01	34.34	34.69	35.05	35.38	35.73	36.10	36.46	36.82	37.18	37.56
		37.95	38.34	38.70	39.10	39.50	39.90	40.30	40.70	41.11	41.51	
9075	Manager, Central Serv.	39.00	39.38	39.77	40.16	40.56	40.97	41.39	41.79	42.20	42.64	43.06
		43.51	43.94	44.38	44.79	45.24	45.69	46.19	46.64	47.10	47.57	
9077	Manager, Tech Services	34.01	34.34	34.69	35.05	35.38	35.73	36.10	36.46	36.82	37.18	37.56
		37.95	38.34	38.70	39.10	39.50	39.90	40.30	40.70	41.11	41.51	
9071	Managing Librarian	34.01	34.34	34.69	35.05	35.38	35.73	36.10	36.46	36.72	37.18	37.56
		37.95	38.34	38.70	39.10	39.50	39.90	40.30	40.70	41.12	41.51	
9038	Northwest Room Superv	26.18	26.42	26.71	26.97	27.23	27.51	27.78	28.07	28.35	28.61	28.91
		29.21	29.48	29.79	30.09	30.37	30.68	31.00	31.30	31.61	31.93	
9034	Reference & Instruction Services Supervisor	31.15	31.46	31.79	32.10	32.42	32.75	33.07	33.40	33.75	34.07	34.42
		34.75	35.11	35.47	35.81	36.15	36.53	36.89	37.26	37.65	38.01	
9068	Secretary	22.55	22.75	22.98	23.24	23.44	23.69	23.94	24.17	24.39	24.66	24.91
		25.15	25.39	25.66	25.91	26.18	26.42	26.71	26.97	27.23	27.51	
9051	Senior Financial Analyst	30.39	30.69	31.02	31.32	31.62	31.94	32.27	32.60	32.91	33.23	33.58
		33.92	34.24	34.60	34.95	35.29	35.66	36.02	36.35	36.72	37.09	
9006	Supt of Maintenance	37.77	38.14	38.53	38.92	39.32	39.71	40.10	40.51	40.90	41.32	41.74
		42.15	42.57	43.00	43.42	43.87	44.29	44.74	45.19	45.64	46.09	
9036	Trainer/Supervisor	35.96	36.32	36.68	37.05	37.41	37.79	38.16	38.54	38.93	39.33	39.72
		40.11	41.14	40.92	41.32	41.75	42.16	42.58	43.01	43.44	43.87	
9074	Web & ILS Services Administrator	39.94	40.36	40.75	41.16	41.57	41.98	42.41	42.83	43.26	43.58	44.13
		44.57	45.01	45.46	45.92	46.38	46.83	47.31	47.78	48.27	48.73	
9037	Web & ILS Services Supervisor	32.61	32.94	33.27	33.59	33.93	34.27	34.61	34.96	35.31	35.66	36.02
		36.38	36.74	37.11	37.48	37.86	38.23	38.61	39.01	39.39	39.78	

**APPENDIX B**

- Manager, Automated/Technical Services
- Manager, Central Services (Main Library)
- Managing Librarians
- Manager, Automated Services
- Manager, Technical Services
- Facilities Supervisor
- Community Relations Officer
- Branch/Department Supervisor
- Accounting Technician
- Account Clerk
- Secretary

**APPENDIX C**

**REDUCTION IN FORCE AND  
REEMPLOYMENT LIST**

Manager, Automated/Technical Services  
Manager, Automated Services

Manager, Central Services  
Managing Librarian  
Branch/Department Supervisor

Manager, Automated/Technical Services  
Manager, Technical Services

Facilities Supervisor

Community Relations Officer

Accounting Technician  
Account Clerk

Secretary

**Letter of Understanding  
Teamsters Local Union No. 117  
and  
Tacoma Public Library**

**Subject: Article 13 – Insurance Programs**

This Letter of Agreement is between the Tacoma Public Library and Teamsters Local Union No. 117, Office Staff, Supervisors, and Management Staff. It clarifies the intent of the language regarding the application of Article 13, Section 13.2 and Section 13.5 of the 2004 – 2006 collective bargaining agreement between the parties.

Current language reads in part:

**Section 13.2 Dental Insurance**.... shall be provided by the Library through the City of Tacoma/Joint Labor Committee plan for the employee, spouse and dependents.

*and*

**Section 13.5 Vision coverage**....shall be provided under the City of Tacoma Plan/Joint Labor Committee plan for employees, spouse and dependents.

The parties agree that the intent of this language is that the Library shall provide dental and vision coverage for the employee represented by this bargaining agreement, their spouse and dependents consistent with the City of Tacoma Plan/Joint Labor Committee Plan, which historically has been at no cost to the employee, for the term of this collective bargaining agreement.

This Letter of Understanding is not be used as a precedent with respect to any other contracts of the Tacoma Public Library nor by other employees represented by this Union or any other Union. This Letter of Understanding will expire with the expiration of the current collective bargaining agreement.

**Original Signed by:**

**For Teamsters Local Union No. 117:**

**John A. Williams**                      **5/16/2005**  
**Secretary-Treasurer**

**Mary Ann Brennan**                      **5/16/2005**  
**Business Representative**

**For the Tacoma Public Library:**

**Susan Odenchantz**                      **5/17/2005**  
**Library Director**

**Letter of Understanding  
Teamsters Local Union No. 117  
and  
Tacoma Public Library**

**Subject: Article 15 & 16 – General Leave and Holidays**

This Letter of Understanding is between the Tacoma Public Library and Teamsters Local Union No. 117. This Agreement shall apply only to the Local 117 members employed at the Tacoma Public Library. It is an addendum to Article 15, General Leave, Section 15.1-6 and Article 16, Holidays, 16.1-1 of the 2007 Collective Bargaining Agreement.

1. Regarding Article 15 – GENERAL LEAVE, Section 15.1-6:  
The Library will issue a policy statement/revision reflecting the union's proposed language of November 1, 2006: "When coverage can be achieved, more than one manager and/or supervisor may be off on general leave at any one time."
2. Regarding ARTICLE 16 - HOLIDAYS, Section 16.1 – 1:  
Pursuant to Article 10 of the 2007 Agreement, the parties will convene a Labor Management Committee meeting in conjunction with the Local 120 library unit to discuss the topic of selecting a day on which Monday holidays will be observed when the public service schedule is Tuesday through Saturday. The Joint Committee will be convened as soon as possible following the signing of this agreement.

This Letter of Understanding is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City, nor by other employees represented by this Union or any other Union. This Letter of Understanding will expire with the expiration of the current collective bargaining agreement.

**Original Signed by:**

**For Teamsters Local No. 117:**

**John A. Williams      7/13/2007  
Secretary-Treasurer**

**Mary Ann Brennan      7/10/2007  
Business Representative**

**For Tacoma Public Library:**

**Susan Odencrantz      7/17/2007  
Library Director**

**MEMORANDUM OF UNDERSTANDING**

By and Between

**TACOMA PUBLIC LIBRARY**

And

**TEAMSTERS LOCAL UNION NO. 117**

Affiliated with the  
International Brotherhood of Teamsters

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**Re: Sunday Hours – Main Library**

This Memorandum of Understanding (MOU) was written pursuant to the tentative 2011-2014 Labor Agreement between the parties.

No bargaining unit member will be scheduled to work more than five (5) consecutive days unless mutually agreed to between the employee, the Union, and the Library. This MOU is in effect for the period from September 2011 through June 2012 and may be extended upon mutual agreement of the parties. Employees who work four (4) or more Sundays during this period shall receive an extra floating holiday pursuant to Article 16, Section 16.2.

**TACOMA PUBLIC LIBRARY**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

  
\_\_\_\_\_  
**SUSAN ODENCRANTZ**  
Director

  
\_\_\_\_\_  
**TRACEY A. THOMPSON**  
Secretary-Treasurer

7/5/12  
\_\_\_\_\_  
Date

7-2-12  
\_\_\_\_\_  
Date