

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

AND

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

January 1, 2022 through December 31, 2024

**TEAMSTERS LOCAL UNION NO. 117
OFFICE STAFF, SUPERVISORS, AND MANAGEMENT STAFF
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NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.

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

ARTICLE 1 -- PREAMBLE

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

ARTICLE 2 -- PURPOSE

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

ARTICLE 3 -- RECOGNITION

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

ARTICLE 4 -- DEFINITIONS

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

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

Section 4.3: Regular Employee - shall mean an employee, who is not on probation and who is regularly scheduled for not less than eighty (80) hours in any one (1) two-week pay period.

This bargaining unit covers both FLSA exempt (“salaried”) and FLSA non-exempt (“hourly”) employees.

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

ARTICLE 5 -- NON-DISCRIMINATION

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

Section 5.2: Unlawful Harassment – Unlawful harassment shall be considered discrimination under this Article.

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

ARTICLE 6 -- UNION MEMBERSHIP AND DUES

Section 6.1 The Library agrees to deduct from the pay of each employee, who has so authorized it, the Union initiation fees, monthly dues, and assessments as certified by the Secretary of the Union. The Library will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the Library. Upon receiving notice of the employee’s authorization from the Union, the Library will deduct from the employee’s pay membership dues and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the Library to the Union on behalf of the employees identified by the Union as authorizing deduction(s). The Union shall provide the Library with at least one full pay period notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the Library any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union initiation fees, monthly dues, or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union initiation fees, monthly dues, or assessments, the Library will forward the request to the Union electronically within two weeks. The Library will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 6.2 The Union agrees to indemnify and save the Library and/or City of Tacoma harmless from any and all claims, demands, suits or other forms of liability that arise against the Library and/or City of Tacoma for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the Library and/or City of Tacoma's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the Library and/or City of Tacoma will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the Library and/or City of Tacoma.

Section 6.3 Upon request, the Library will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 6.4 The Library will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with R.C.W. 41.56.037, the Library will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The Library will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

ARTICLE 7 -- UNION ACTIVITIES

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

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

scheduled work time of the employees who participate in the meeting. When such meetings are conducted on Library property, the Union shall give the Library Human Resources Office prior notice of the time, location and expected duration of the meeting. Employees will attend such meetings during their non-work time or approved leave time.

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

Section 7.2 Union Stewards

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

Section 7.3 Board Meeting Attendance

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

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

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

Section 7.4 Library Mail System: The Employer's delivery or internal mail system may be used by duly elected or appointed union officers or Shop Stewards to send Union meeting bulletins and notices, except that no campaign materials in support of ballot measures or candidates may be so distributed.

Section 7.5 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations: The Joint Labor Contract language regarding this payroll deduction, as it is now and as it may be revised in the future, is incorporated herein by reference.

ARTICLE 8 -- LIBRARY RIGHTS

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

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

17. The determination of safety, health and property protection measures for the Library.
18. The allocation and assignment of work to employees.
19. To discipline, discharge or suspend employees for cause.
20. The Library reserves the right to accept and make use of the valuable contributory service performed by volunteer organizations and volunteer workers. The Library shall not use volunteers to perform bargaining unit work unless the Union has been notified and been provided an opportunity to bargain in advance, pursuant to RCW 41.56.

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

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

ARTICLE 9 -- UNION AND EMPLOYEE RIGHTS

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

Section 9.2: Employees have the following Rights

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

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

1. The employee
2. The Library Human Resources and Finance Offices staff

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

The employee shall have reasonable access to the materials contained in their personnel file. Copies of the materials contained in the personnel file will be made available, upon written request. Written requests may be transmitted via e-mail, the Library's intranet, or paper delivery. The Library shall grant the employee's request that a Union representative be present when viewing their personnel file. The viewing of the files shall take place only in the Library Human Resources Office or other such place that is mutually acceptable.

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

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

ARTICLE 10 -- LABOR-MANAGEMENT COMMITTEE

Section 10.1: The Union and the Library agree to establish a Labor-Management Committee to discuss matters of mutual interest. The Committee shall be advisory in nature. The Committee shall not discuss negotiable issues unless both parties so agree. Bargaining unit members appointed by the Union to attend Committee meetings or attending Committee meetings as invited guests during their work hours will (a) request approval from their Supervisor in advance to attend meetings, for which approval shall not be unreasonably withheld, (b) record release time on their timesheets and (c) shall attend meetings without loss of pay, however, no overtime or compensatory time will be incurred during Committee meetings or as a result of meetings that occur outside an employee's regular work hours.

Section 10.2: When a current bargaining unit employee has temporarily filled a different vacant position represented by Teamsters Local Union No. 117, for a period of ninety (90) days, upon written request from the Union, a Labor/Management meeting shall be held to discuss the permanent filling of the vacant position.

ARTICLE 11 -- HOURS OF WORK

Section 11.1:

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

2. Hourly Employees:

- A. A normal pay period shall consist of eighty (80) hours in a pay period. Up to one (1) hour unpaid meal period shall be allowed for each day worked. The work schedule shall be established in accordance with the needs of the Library.
- B. Employees who work for a consecutive period of four (4) hours shall have a fifteen (15) minute rest period during that time. The rest period shall be scheduled at the middle of that time frame whenever this is feasible. Any authorized schedule of work of four (4) consecutive hours beyond the normal workday of the employee shall entitle the employee to an additional rest period of fifteen (15) minutes.

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

1. Authorized work in excess of forty (40) hours in one week shall be considered overtime. Whether or not overtime shall be assigned to the employee and at what time, and over what period, shall be within the discretion of administration and the manager.
2. Overtime compensation shall be taken in the form of cash earned at time and one half (1 1/2 X) the employee's basic rate of pay, inclusive of longevity, for each hour of overtime worked. Hours worked shall not include time indicated as leave without pay for the purpose of calculating overtime.
3. All work on Sunday shall be compensated at double time (2X) unless a Sunday work schedule was specified at the time of hire or another schedule is mutually agreed upon, in writing, between the employee and administration/manager.
4. All hourly employees classified as supervisory and office support may, upon written approval from the manager, voluntarily trade shifts within the same work week with another employee in that class. Such trades shall not be calculated toward the calculation of overtime.

Section 11.3: On Call/Call Back Pay

1. On Call Pay/Premium Pay: An hourly employee who is in an on call status shall receive a minimum of four (4) 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 – Hourly Employees: An hourly employee covered by this Agreement who is on call and is called to handle a problem shall be compensated at a rate of time and one half (1 1/2 X) the employee's base rate of pay for all time

spent in assisting to resolve a problem. If called to resolve a problem, minimum call back time shall be as described in a) and b) below:

- a) For every day that the employee is called to resolve problem(s) but the problem(s) does not result in a trip to the job site, the employee shall receive a minimum of thirty (30) minutes call back pay for the day.
- b) If the problem(s) results in a call out, a problem that requires driving to the job site, the employee shall receive a minimum of two (2) hours call back pay for the day. The commute time is included in the call out.
- c) The person on call shall have the opportunity to utilize a library vehicle when on-call. However, if the on-call person does not utilize the on-call vehicle, no mileage reimbursement shall be paid.

3. There shall be no duplication or pyramiding of rates paid under this Section.

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

Section 11.5: Temporary Assignments

1. A bargaining unit employee may be given a temporary assignment to a higher classification when they substantially assume the duties of such classification, and relinquish their regular duties to a substantial degree, for one (1) day or longer.
2. Temporary assignments will be for up to six (6) months. Based on the business needs of the Library, a temporary assignment may be extended beyond the original assignment. Notification of such extension shall be provided to the Union Staff Representative and the employee within two (2) weeks of the temporary assignment expiration.
3. Temporary assignments will be paid at the first step in the higher pay range that results in an increase of at least five percent (5%), or to the top step of the range, whichever is less.
4. Temporary assignments will not impact an employee's eligibility for periodic step increases in their permanent classification.

ARTICLE 12 -- COMPENSATION

Section 12.1:

1. Effective the first full pay period after the Board of Trustees of the Tacoma Public Library approval of this Agreement, for those bargaining unit employees employed on that date, wage rates will be increased by two and one-quarter percent (2.25%), retroactive to January 1, 2022.

2. Effective January 1, 2023, wage rates will be increased by two and one-half percent (2.5%).
3. Effective January 1, 2024, wage rates will be increased by two and three-quarter percent (2.75%).

Section 12.2: Longevity Pay

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

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

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

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

Section 12.3 Mileage Reimbursement

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

ARTICLE 13 – HEALTH AND WELFARE BENEFITS

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

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

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

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

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

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

Section 13.7: VEBA – The VEBA agreement authorized by Resolution 02070, passed by the Tacoma Public Library Board on December 18, 2002, will be referenced in the bargaining agreement. Payout for sick leave balance at retirement will be transferred to the employee's VEBA account at the rate at which the leave was earned.

The Library will continue to transfer one-hundred percent (100%) of the Paid Time Off balance pay out to a VEBA account for each employee at their retirement, unless notified by the Union in writing before January 1st of the calendar year and with no less than thirty days' notice that the Teamster bargaining unit wishes to change their VEBA participation, or until the Board of Trustees of the Tacoma Public Library exercises its right as stated in Resolution 02070, to modify or repeal this Plan at its discretion upon ninety (90) days prior notice to the employees of the Tacoma Public Library, or as may be otherwise provided by law.

ARTICLE 14 -- PENSION

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

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

ARTICLE 15 – EMPLOYEE LEAVE

Section 15.1: Employees covered by this agreement shall earn Paid Time Off (“PTO”) at the rate of:

- 8.00 hours per pay period (208.00 hours a year/26 days per year) beginning at hire.
- 8.92 hours per pay period (231.92 hours a year/29 days per year) at the completion of 4 years of continuous service.

- 9.54 hours per pay period (248.04 hours a year/31 days per year) at the completion of 8 years of continuous service.
 - 10.46 hours per pay period (271.96 hours a year/ 34 days per year) at the completion of 13 years of continuous service.
 - 11.08 hours per pay period (288.08 hours a year/36 days per year) at the completion of 18 years of continuous service.
1. Earned PTO is credited based on the employees' date of hire and the hours in a paid status in the previous pay period. An employee must be in a paid status to accrue general leave. PTO may be used in increments of one-tenth (.10) of an hour by employees in hourly classifications and in full day increments by FLSA overtime exempt ("salaried") employees in management and supervisory classifications.
 2. During the first six (6) months of employment, employees are not authorized to use PTO, except for absences due to illness or injury, and paid sick leave pursuant to RCW 49.46.
 3. PTO may be accrued to a maximum of 960 hours PTO exceeding the authorized maximum accrual of 960 hours shall be forfeited as of January 1 of each year.
 4. Employees covered by this agreement may submit one (1) request in the month of March of each calendar year beginning in 2022, to cash out a portion of their PTO based on future PTO accruals.
 - a. The cash out will be paid in the first pay period of April in the next calendar year following the request.
 - b. The cash out will be at one hundred percent (100%) of the value of the leave, at the rate for the classification in which the employee is working at the time the cash out is made.
 - c. An employee may request a cash out of up to one hundred (100) hours of available PTO.
 - d. Once made, an employee cannot change their cash out request. If an employee does not have enough PTO hours to cover the full amount of the request at the time of the cash out, then a cash out will be made of all of the PTO hours the employee has.
 - A. To be eligible to request a cash out payment of accrued general leave an employee must:
 - 1) Be in a classification that accrues PTO at the time of the request.
 - 2) Submit the cash out request form to the Business Office in the month of March beginning in 2022, for receipt of the cash out in the first pay period of April of the next calendar year.
 5. A maximum of two (2) weeks of PTO may be used at the time of termination of employment. All accrued unused PTO up to a maximum of nine hundred sixty (960) hours shall be compensated at the employee's current rate of pay, except that no payments shall be made to an employee who has not completed six (6) months (one thousand forty (1040) hours) of continuous service, nor shall any payment be made for unused credit in excess of an individual's maximum accrual.

6. Library Administration shall be responsible for scheduling the PTO of managers and managers shall be responsible for scheduling the PTO of supervisors, office and support staff, all in such a manner as to achieve the most efficient functioning of the Library. PTO shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the services of the Library as determined by the Director.

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

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

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

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

registered domestic partner or domestic partner by affidavit. "Domestic partner by affidavit" will be established by affidavit from the employee on a Library form that contains the criteria establishing domestic partnership. The definition of immediate family in this Section shall not be construed to impact any benefit other than bereavement leave, or any other benefit provided for by Library policy, the Tacoma Municipal Code, or the Tacoma Joint Labor Agreement.

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

Section 15.6: Jury Duty/Witness Duty - An employee called for jury duty or subpoenaed as a witness as a result of their official duties, shall be granted a leave for the period of jury or witness service and will be compensated their regular base rate of pay and jury duty or witness travel allowance for work absences caused by such jury or witness duty, provided said proof of the employee's daily attendance as a juror or witness is submitted to the Library Human Resources Office. To be eligible for such pay, an employee must present verification of the call to jury or witness duty, as well as the daily court log of attendance. All employees called to appear as a juror or subpoenaed as a witness in court as a result of their official duties shall return all fees rendered for such service paid.

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

Section 15.8: Military Leave – Military Leave required in order for an employee to maintain status in a military reserve or the United States National Guard or when called to active duty shall be granted in accordance with State and Federal laws.

Section 15.9: Leave Sharing

1. An employee is eligible to receive donated leave under this section if:
 - A. The employee or family member suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which prevents the employee from working for a prolonged period and has caused, or is likely to cause, the employee to:
 - i. Go on leave without pay status; or
 - ii. Terminate their Library employment;
 - B. The employee's absence and the use of shared leave are justified;

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

ARTICLE 16 -- HOLIDAYS

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

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

New Year's Day, January 1	Labor Day, first Monday in September
Martin Luther King Day, third Monday in January	Veterans' Day, November 11 th
Presidents' Day, 3 rd Monday in February	Thanksgiving Day, fourth Thursday in November
Memorial Day, last Monday in May	Christmas Eve, December 24
Juneteenth, June 19	Christmas Day, December 25
Independence Day, July 4	

1. Holiday Observance

1.1 Employees Scheduled to Work Monday-Friday. When a holiday named in this Agreement falls on a Saturday or a Sunday, it shall be observed on the

following Monday. If back to back holidays fall on a Saturday and Sunday, they shall be observed on the Friday before and the Monday following.

1.2 Employees Scheduled to Work Tuesday – Saturday. When a holiday named in this Agreement falls on a Sunday or Monday, it shall be observed on the preceding Saturday. If back to back holidays fall on a Sunday and Monday, they shall be observed on the preceding Friday and Saturday.

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

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

1. Employees covered by this agreement shall not take more than three (3) floating holidays a month and no employee will be allowed to take more than three (3) floating holidays in conjunction with vacation.
2. Floating holidays which are not taken by December 31 of each year will be forfeited. No floating holidays may be carried over into another year. All floating holidays will be taken in eight (8) hour increments.

3. Any unused floating holidays remaining upon termination shall be utilized as set forth in this section and shall not be paid off, if unused, at the point of termination.

ARTICLE 17 -- DISCIPLINARY ACTION

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

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

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

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

It should be emphasized that supervisors/ managers/administrators are not required to go through the entire four steps involved in this disciplinary procedure. Discipline may begin at any step of the procedure depending upon the seriousness of the offense committed. Any discipline administered by the supervisor/manager will be commensurate with the offense

committed. In addition, the supervisor/manager may repeat any of the first three steps of this procedure when they believe it necessary so long as the discipline is commensurate with the offense committed.

Written warnings shall be removed from the employee's personnel file after two (2) years if no further related incident(s) occurs. The Library may retain these documents for a longer period of time in a separate, sealed file in order to comply with the Washington State Public Records Act.

Section 17.4: Disciplinary Notice and Predisciplinary Hearing

1. If the Library intends to dismiss, suspend, or reduce an employee's rank or pay, the Library shall notify the employee and the Union in writing of such intent, the specific alleged violation or alleged misconduct, and the reasons for the proposed action.
2. Within five (5) of the employee's working days of receiving the written notice, an employee may request a pre-disciplinary hearing in front of the Library Director or their designee.
3. If requested by the employee, the Library shall hold a pre-disciplinary hearing within ten (10) of the employee's working days from the time the employee requested the hearing.
4. At the hearing, the employee will be given an opportunity to present their side of the issue, and, upon request, shall have the right to Union representation during that meeting.
5. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

ARTICLE 18 – GRIEVANCE PROCEDURE

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

Section 18.2: Definitions

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

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

STEP 1: Any employee who has a grievance, or the Union on the employee's behalf, shall submit the grievance, in writing, to a supervisor/manager designated to receive a grievance, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be filed no later than fifteen (15) business days from the date of the occurrence of the matter giving rise to the grievance or within fifteen (15) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor/manager shall render a written response to the grievance within fifteen (15) business days after the grievance is presented. Verbal warnings are not grievable, except as part of a written warning, suspension, dismissal, or reduction in rank or pay.

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

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

1. The parties shall attempt to agree upon an arbitrator within fifteen (15) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service, the American Arbitration Association or PERC to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The person remaining shall be the arbitrator.

2. The arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Library representatives.
3. The Library and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Library and the Union retain the right to employ legal counsel, at their own expense.
4. The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator may issue a bench decision if mutually agreed to by the parties.
5. More than one grievance at a time may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Library and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
7. The arbitrator shall have no power to render a decision that will amend, modify, nullify, change, ignore, add to, or subtract from the provisions of this Agreement, and their power shall be limited to the interpretation and application of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the Union, the employees covered by this Agreement, and the Library.

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

Section 18.5: Time Off - The grievant and one (1) Union representative shall be given paid time off to participate in the Step 2 or 3 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE 19 -- REDUCTION IN FORCE

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

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

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

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

ARTICLE 20 -- WORK SLOWDOWN/STOPPAGES

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

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

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

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

ARTICLE 21 -- COMPLETE AGREEMENT

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

ARTICLE 22 -- SEPARABILITY

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

ARTICLE 23 -- LATERAL TRANSFERS

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

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

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

Section 23.4: Qualified employees who make application for a transfer who are currently in the same classification, and are not on probation, may file a transfer request for the vacancy. Qualified employee(s) who make application for a transfer shall have their skills, abilities,

knowledge and competency required for the transfer determined based upon an examination (testing) as established by the Library Human Resources Office. System seniority will be considered.

ARTICLE 24 -- DURATION

Section 24.1: This Agreement shall be effective January 1, 2022 and shall continue in full force and effect through December 31, 2024.

Section 24.2: Ninety (90) calendar days prior to the end of December 31, 2024, the parties shall meet and may agree to extend the terms and conditions of the existing Agreement, or, upon written notification, may open negotiations for the purpose of negotiating a new Agreement.

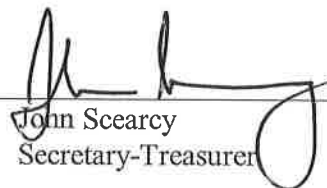
IN WITNESS WHEREOF, the parties have signed this Agreement this 13th day of April, 2022.

TACOMA PUBLIC LIBRARY

By: 

Kate Larsen
Library Director

TEAMSTERS LOCAL UNION NO. 117

By: 

John Scearcy
Secretary-Treasurer

APPENDIX A

**TACOMA PUBLIC LIBRARY
SALARY SCHEDULE FOR TEAMSTER EMPLOYEES
1/1/2022 through 12/31/2024**

Effective January 1, 2022, wage rates have been calculated per the terms of Section 12.1 of this Agreement.

Code	A	Job Title	1/12	2/13	3/14	4/15	5/16	6/17	7/18	8/19	9/20	10/21	11
90590		Accounting Technician	28.22	28.50	28.78	29.07	29.36	29.65	29.95	30.25	30.55	30.86	31.17
			31.48	31.79	32.11	32.43	32.75	33.08	33.41	33.74	34.08	34.42	
90470		Accounting Technician, Sr.	31.49	31.80	32.12	32.44	32.76	33.09	33.42	33.75	34.09	34.43	34.77
			35.12	35.47	35.82	36.18	36.54	36.91	37.28	37.65	38.03	38.41	
90360		Learning & Development Specialist	32.75	33.08	33.41	33.74	34.08	34.42	34.76	35.11	35.46	35.81	36.17
			36.53	36.90	37.27	37.64	38.02	38.40	38.78	39.17	39.56	39.96	
90540		Library Public Information Officer	40.12	40.52	40.93	41.34	41.75	42.17	42.59	43.02	43.45	43.88	44.32
			44.76	45.21	45.66	46.12	46.58	47.05	47.52	48.00	48.48	48.96	
90760		Library Network & Systems Administrator	42.58	43.01	43.44	43.87	44.31	44.75	45.20	45.65	46.11	46.57	47.04
			47.51	47.99	48.47	48.95	49.44	49.93	50.43	50.93	51.44	51.95	
90780		Manager, Collection & Technical Services	42.58	43.01	43.44	43.87	44.31	44.75	45.20	45.65	46.11	46.57	47.04
			47.51	47.99	48.47	48.95	49.44	49.93	50.43	50.93	51.44	51.95	
90060		Manager, Library Facilities	41.80	42.22	42.64	43.07	43.50	43.94	44.38	44.82	45.27	45.72	46.18
			46.64	47.11	47.58	48.06	48.54	49.03	49.52	50.02	50.52	51.03	
90740		Manager, Library Information Technology	46.95	47.42	47.89	48.37	48.85	49.34	49.83	50.33	50.83	51.34	51.85
			52.37	52.89	53.42	53.95	54.49	55.03	55.58	56.14	56.70	57.27	
90710		Manager, Library Neighborhood Services	42.58	43.01	43.44	43.87	44.31	44.75	45.20	45.65	46.11	46.57	47.04
			47.51	47.99	48.47	48.95	49.44	49.93	50.43	50.93	51.44	51.95	
90320		Supervisor, Branch/Department	32.75	33.08	33.41	33.74	34.08	34.42	34.76	35.11	35.46	35.81	36.17
			36.53	36.90	37.27	37.64	38.02	38.40	38.78	39.17	39.56	39.96	
90380		Supervisor, Northwest Room	32.75	33.08	33.41	33.74	34.08	34.42	34.76	35.11	35.46	35.81	36.17
			36.53	36.90	37.27	37.64	38.02	38.40	38.78	39.17	39.56	39.96	
90340		Supervisor, Reference & Instruction Services	38.99	39.38	39.77	40.17	40.57	40.98	41.39	41.80	42.22	42.64	43.07
			43.50	43.93	44.37	44.81	45.26	45.71	46.17	46.63	47.10	47.57	
90370		Supervisor, Web & ILS Services	40.80	41.21	41.62	42.04	42.46	42.88	43.31	43.74	44.18	44.62	45.07
			45.52	45.98	46.44	46.90	47.37	47.84	48.32	48.80	49.29	49.78	

Letter of Agreement
By and Between
TACOMA PUBLIC LIBRARY
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the International Brotherhood of Teamsters
(Representing Library Unit)

Subject: Observance of Certain Holidays

This Letter of Agreement ("LOA") is entered into between the Tacoma Public Library ("Library") and Teamsters Local Union No. 117 ("Union or Local 117") (collectively, "the Parties").

Background

The Parties have negotiated certain changes to holiday observances to add to the Library's efficiencies.

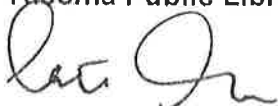
Agreement

The Parties agree as follows, in accordance with past practice:

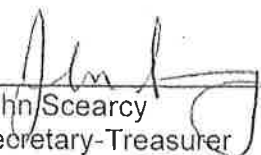
- A. In 2021, when Christmas Day falls on a Saturday, for employees who work Monday through Friday, this holiday will be observed on Monday, December 27.
- B. In 2022, when Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday:
 - i. For employees who work Tuesday through Saturday, these holidays will be observed Friday, December 23 and Saturday, December 24.
 - ii. For employees who work Monday through Friday, these holidays will be observed Friday, December 23 and Monday, December 26.
- C. In 2023, when Christmas Eve falls on a Sunday and Christmas Day falls on a Monday:
 - a. For employees who work Tuesday through Saturday, these holidays will be observed Friday, December 22 and Saturday, December 23.
 - b. For employee who work Monday through Friday, these holidays will be observed Friday, December 22 and Monday, December 25.

This LOA will be effective upon signature by both of the Parties hereto. This LOA will expire with the expiration of the successor collective bargaining agreement to the 2019-2021 agreement.

For Tacoma Public Library:

By:  1/11/2022
Kate Larsen Date
Library Director

For Teamsters Local No. 117:

By:  12.7.21
John Scearcy Date
Secretary-Treasurer



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

TEAMSTERS 117 MEMBER FORMS



www.teamsters117.org/member_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.