

2023-2025  
CONTRACT  
between  
NEILL PUBLIC LIBRARY BOARD LOCATED IN THE  
CITY OF PULLMAN, WASHINGTON  
and  
TEAMSTERS UNION LOCAL 690

This agreement is entered into between the Neill Public Library Board, Pullman, Washington, hereinafter referred to as the Employer, and Teamsters Union Local 690, hereinafter referred to as the Union, for the purpose of setting forth wages, hours, and working conditions for employees covered by the agreement and to promote and maintain the efficiency and productive initiative of the Neill Public Library and its employees. None of the provisions of this agreement shall be interpreted to condone acts of discrimination against any individual because of age, sex, race, creed, color, national origin, marital status, sexual preference or orientation, or the presence of any physical, mental, or sensory disability.

ARTICLE 1 - DEFINITIONS.

As used herein, the following terms are defined as follows:

- 1.01 "Employer" means the Neill Public Library Board;
- 1.02 "Union" means Teamsters Union Local 690;
- 1.03 "Employees" means regular full-time employees and regular part-time employees working within the job classifications of Library Division Manager, Library Supervisor, Library Technician, and Library Assistant, excluding casual part-time employees.

ARTICLE 2 - RECOGNITION.

The Employer recognizes the Union as the exclusive bargaining representative for the employees covered by the bargaining unit (as defined in subparagraph 1.03 of the Definitions provision).

### ARTICLE 3 - UNION MEMBERSHIP.

The Employer recognizes the Union's right to encourage all employees covered hereunder to become and remain members in good standing of the Union. Any present or future employee eligible for coverage under this Agreement may become a member of the Union. Neither party shall discriminate against any employee or applicant for employment because of membership or non-membership in any labor or other employee organization.

3.01 Those employees who have voluntarily joined the Union and are presently members shall maintain their membership in good standing.

3.02 New hires who voluntarily join the Union also shall maintain their membership in good standing.

3.03 When an employee provides written authorization to the Employer and to the Union, the Employer will deduct from the employee's wage an amount equal to dues or services fees required to be a member or represented by the Union.

Notification. – When the Employer hires a new employee recognized as a position covered in the bargaining unit, the employee shall, within twenty-one (21) calendar days of the date of employment notify the Union in writing giving the name, hire date, and classification, including wage, of the employee hired.

The Employer will inform new, transferred, promoted or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in the bargaining unit. Union representatives shall be given thirty minutes paid time with each new employee to discuss Union Membership

Dues Cancellation. An employee may cancel payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate Union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.

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

### ARTICLE 4 - PAYROLL DEDUCTIONS.

4.01 The Employer agrees to deduct, once each month, initiation fees and dues as certified by the Secretary of the Union, for those employees who request in writing

that such an individual deduction may be made. The total of deductions shall be remitted by the Employer to the proper fund(s). Employees who wish to cancel such authorization must do so, per individual funds, by giving written notice to the Finance Department of the City of Pullman.

- 4.02 Democratic, Republican, Independent Voters Education (DRIVE): The Employer shall deduct from the pay of each employee, each month, who furnishes a written assignment for DRIVE deduction. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Employer will recognize authorized deductions from wages, if in compliance with state law, to be transmitted to the Local Union, or to such other organizations as the Union may request if mutually agreed to. No deduction shall be made which is prohibited by applicable law. This paragraph will only become effective if twenty percent (20%) of the bargaining unit of each Employer signs authorization cards.

#### ARTICLE 5 - PRODUCTIVITY.

It is agreed by the Employer and the Union that each are jointly responsible for developing and maintaining a high level of efficiency for providing services. Productivity and the ability to maintain service with a minimum of hourly costs, together with innovative practices to achieve this goal, will be the responsibility of all parties to this agreement.

#### ARTICLE 6 - SUPERVISORY DUTIES.

It is recognized that some employees covered under this agreement shall perform the duties of a supervisor. Nothing in this agreement shall in any way interfere with carrying out the supervisory duties.

#### ARTICLE 7 - UNION BUSINESS.

Any employee who performs services under the instructions of the Union, shop delegate, or otherwise, or who serves on a committee, shall not lose his/her position or be discriminated against for this reason. The necessary time, during working hours, to discharge such duties shall be granted. Notice of intent to be absent for such purpose shall be given the Employer in sufficient time to enable him/her to secure someone to perform the employee's duties. Such time off will be granted, provided that (1) the

Employer is able to properly staff the Department during the time-off period, and (2) the wage cost to the Employer is not greater than what would have been incurred had the Union official not taken time off.

#### ARTICLE 8 - HOURS OF WORK.

For regular full-time and regular part-time employees, the work day shall not exceed eight (8) consecutive hours exclusive of meal time and the work week shall consist of not more than forty (40) hours for a seven-day calendar week. Nothing within this article shall be construed to limit flexibility in hours of work, overtime, and the work week by mutual agreement between the employee and the Library Services Director.

#### ARTICLE 9 - OVERTIME.

- 9.01 For employees assigned to an eight (8)-hour day, all work performed in excess of eight (8) hours straight time in one (1) day or per scheduled work shift, or work performed in excess of forty (40) hours at straight time in one (1) week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's straight time hourly rate, calculated to the nearest one-quarter (1/4) hour. Nothing within this article shall be construed to limit flexibility in hours of work, overtime, and the work week by mutual agreement between the employee and the Library Services Director.
- 9.02 An employee who has left work and is called back to work after completion of his/her regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular straight time hourly rate. However, if the employee's regular shift starts less than two (2) hours from the time he/she started work on the call-back, he/she will receive one and one-half (1-1/2) times his/her regular straight time hourly rate only for such time as occurs before his/her regularly scheduled shift. Time is to be calculated to the next one-quarter (1/4) hour.
- 9.03 Compensatory Time. Employees working authorized overtime shall be entitled to their regular hourly rate times one and one-half. However, with agreement between the employees and the Library Services Director, these employees may be compensated with time off at the time and one-half rate. This includes all hours worked over eight (8) in a day or over forty (40) in a week. Such time off shall not accrue to exceed twenty-four (24) hours for part-time employees and forty-eight (48) hours for full-time employees or employees shall be paid for all time in excess of these limits on a monthly basis. Compensatory time can also be accumulated for working holidays. When not scheduled to work, compensatory time can be accumulated at straight time for staff meetings when attendance is mandatory and attending workshops at the request of the Library Services Director. Compensatory



time shall be taken at a time convenient for the employee provided such does not interfere with the smooth operation of the Library.

#### ARTICLE 10 - LAYOFF AND REHIRE.

10.01 In case of a layoff where two (2) employees have equal skill and ability, the employee with the least amount of continuous service with the Employer shall be laid off first.

10.02 In case of a rehire where two (2) employees who have been laid off have equal skill and ability, the employee with the most continuous service with the Employer will be rehired first.

#### ARTICLE 11 - HOLIDAYS.

11.01 The following days shall be celebrated as holidays:

##### HOLIDAY

New Year's Day  
Martin Luther King's BD  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day

Thanksgiving  
Day After Thanksgiving  
Christmas Day

In addition, one floating holiday shall be granted to all non-probationary employees. Probationary employees will be eligible for the floating holiday after six months. Such employees must request in writing, through their supervisor, to use their floating holiday. Taking of the holiday will be granted unless it impairs the efficient operations of the department.

11.02 Regular part-time employees shall be eligible for holidays on a pro-rata basis. Regular part-time employees are those scheduled to work more than six months and who work fewer than 40 but 20 or more hours per week either on a regular basis or averaged out over a (projected or past) six-month period.

11.03 An employee scheduled to work on a holiday listed in 11.01 above will receive additional straight time pay for the time worked on a holiday. With agreement between the employee and the Library Services Director, the employee may receive compensatory time computed at straight time in lieu of straight time pay. If the employee's regular day off falls on a holiday, he/she shall receive an extra day off during the month for said holiday.

## ARTICLE 12 - VACATION.

During each twelve (12) month period of employment, vacation leave with pay shall be granted to each regular full-time employee as follows:

1 through 5 years of service	12 days (96 duty hours)
6 through 10 years of service	15 days (120 duty hours)
Over 10 years of service	18 days (144 duty hours)
Over 15 years of service	21 days (168 duty hours)
Over 20 years of service	24 days (196 duty hours)
Over 25 years of service	27 days (216 duty hours)

Regular part-time employees shall accrue vacation on a pro-rata basis.

Probationary employees will be eligible for vacation after six months. The probationary period shall remain at one year. No probationary employee shall be paid for accrued vacation in the event of resignation, termination, or death.

Vacation time shall mean time in addition to the employee's regularly scheduled days off.

An employee shall be allowed to accumulate up to a maximum of thirty (30) days of vacation time to the employee's account, and be able to take such vacation time during employment with the City subject to approval by the Library Services Director, or receive pay for vacation accrual upon post-probation termination, resignation or retirement. Upon death, the employee's estate will be paid.

## ARTICLE 13 - SICK LEAVE.

13.01 Regular full-time employees will accumulate sick leave at a rate of one day (eight hours) for each calendar month of service. Employees will accrue four hours on each semi-monthly pay period, available for use the day for use on the first day of each pay period. Sick leave accumulated in one year may be carried over to succeeding years to a maximum of eight hundred (800) hours. Regular part-time employees working twenty (20) or more hours per week shall receive sick leave benefits on a pro-rata basis. No compensation for accrued sick leave shall be paid at the termination of employment.

13.02 Sick leave shall not accrue during leaves of absence without pay or layoffs.

### 13.03 Availability

- a. Employees are entitled to use their accrued, unused paid sick leave beginning on the 1<sup>st</sup> day of each pay period after it is earned.

13.04 Authorized Uses of Paid Sick Leave - Care of the employee or the employee's family member

- a. Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member (definition below) for:
  - i. Mental or physical illnesses, injuries, or health conditions;
  - ii. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
  - iii. The need for preventive medical care.
- b. For the use of paid sick leave for an employee's family member, family member is defined as:
  - i. A child. Including a biological, adopted, foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
  - ii. A parent. Including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - iii. A spouse;
  - iv. A registered domestic partner;
  - v. A grandparent;
  - vi. A grandchild; or
  - vii. A sibling.

13.05 Closure of the company or the employee's child's school or place of care.

- a. Employees may use their accrued, unused paid sick leave when The City of Pullman has been closed by order of a public official for any health-related reason; or
- b. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.
  - i. Please see the definition of "child" in the previous section.

13.06 To address issues related to domestic violence, sexual assault, or stalking.

- a. Employees may use their accrued, unused paid sick leave to:
  - i. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
  - ii. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;

- iii. Attend health care treatment for a victim who is the employee's family member;
- iv. Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
- v. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
- vi. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
- b. For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
  - i. Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

13.07 Reasonable Notice for use of Paid Sick Leave.

- a. If an employee's absence is foreseeable, the employee must provide the City with notice at least (10) days, or as early as possible, before the first day of paid sick leave is used.
- b. If an employee's absence is unforeseeable, the employee must contact his/her immediate supervisor as soon as possible but no later than one (1) hour before the employee's required start time.
- c. If an employee is unable to give advance notice because of an emergency or unforeseen circumstance related to the employee or the employee's family member, the employee or a designee must give oral or written notice to the employee's supervisor no later than the end of the first day that the employee takes such leave.

13.08 Paid Sick Leave Increments of Use

- a. The City of Pullman requires employees to use paid sick leave in increments of 15-minutes.

13.09 Verification of Absences Exceeding Three Days.

- a. If an employee is seeking to use or has used paid sick leave for authorized purposes for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide

the City with verification that establishes or confirms that the use of paid sick leave is for an authorized purpose. Verification must be provided with ten (10) days of the first day an employee use of paid sick leave to care for themselves or a family member that exceeds three consecutive working days.

- b. Employees are not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise claiming coverage under Family Medical Leave or other applicable law.
- c. When an employee or the employee's family member is sick for more than three (3) consecutive days for which the employee is required to work, acceptable verification may include:
  - i. A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or an employee's family member (required for Family Medical Leave coverage); or
  - ii. A written or oral statement from the employee indicating that the use of paid sick leave is necessary to take care of themselves or a family member.

13.10 Verification of Absences relating to domestic violence, sexual assault or stalking.

The employee's choice of any of the following documents or any combination thereof satisfy this certification requirement.

- a. A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
- b. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
- c. Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- d. A court order of protection;
- e. Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
  - i. An advocate for victims of domestic violence, sexual assault, or stalking;
  - ii. An attorney;
  - iii. A member of the clergy; or
  - iv. A medical professional.

Verification must be provided in a timely manner. In the event that advance notice of

the leave cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, verification must be provided to the employer within a reasonable time period during or after the leave.

- 13.12 Unreasonable Burden or Expense for Verification. If an employee believes that obtaining verification for use of paid sick leave would result in an unreasonable burden or expense on the employee, the employee must contact the Human Resources Manager orally or in writing. The employee must indicate that the absence is for an authorized purpose, and explain why verification would result in an unreasonable burden or expense on the employee.

Within 10 calendar days of receiving the employee's request, the Human Resources Manager will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.

Possible options may include, but are not limited to:

- a. Company-provided transportation;
- b. Sharing the cost of getting a note from a medical provider;
- c. Providing a note of explanation in lieu of other forms of verification; or
- d. Exempting the employee from the verification requirement based on the explanation provided.

The City of Pullman may choose not to pay an employee for paid sick leave taken for such absences until verification is provided.

An employee has the right to contact the Library Services Director if the employee believes the proposed alternative still results in an unreasonable burden or expense.

- 13.13 Rate of Pay for Use of Paid Sick Leave. Employees must be paid their "normal hourly compensation" for each hour of paid sick leave used. "Normal hourly compensation" is the hourly rate that an employee would have earned for the time during which the employee used paid sick leave.

- 13.14 Carryover of Accrued, Unused Paid Sick Leave to the Next Year.

- a. Carryover Requirements
  - i. Accrued, unused paid sick leave balances of 800 hours or less must carry over to the following year.
  - ii. For example, if an employee has 825 hours of accrued, unused paid sick leave at the end of the year, 800 hours must carry over to the following year.



- iii. If an employee carries over unused paid sick leave to the following year, accrual of paid sick leave in the subsequent year would be in addition to the hours accrued in the previous year and carried over.
- b. Definition of Year. The accrual year is January 1 – December 31.

#### 13.15 Separation and Reinstatement

- a. Separation. If an employee separates from employment, there will not be financial or other reimbursement to the employee for accrued, unused paid sick leave balances available at the time of separation.
- b. Reinstatement of Paid Sick Leave Hours Upon Rehire.
  - i. The City of Pullman will reinstate an employee's previously accrued, unused paid sick leave if it rehires an employee within 12 months of separation.
  - ii. If the period of time an employee separates from employment extends into the following year (see definition under "Definition of Year"), an employer is not required to reinstate more than 40 hours of accrued, unused paid sick leave.
  - iii. Upon rehire, The City of Pullman will provide notification to the employee of the amount of accrued, unused paid sick leave available for use by the employee.

#### 13.16 Retaliation Prohibited by Law

- a. Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed. The City of Pullman will not discriminate or retaliate against an employee for the lawful exercise of Minimum Wage Act rights.
- b. The City of Pullman may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.
- c. If an employee feels they are being discriminated or retaliated against for the exercise of their Minimum Wage Act rights, the employee may contact the human resources office. If an employee is not satisfied with the City's response, the employee may contact the Washington State Department of Labor & Industries.

### ARTICLE 14 - FAMILY LEAVE.

The Employer agrees to abide by the federal Family and Medical Leave Act and the Washington Family Leave Act (RCW 49.78) and their amendments. In addition, where the Acts conflict, the Act with the most generous benefit will be afforded the Employee.

### ARTICLE 15 - WORKERS' COMPENSATION/STATE INDUSTRIAL.

Employees who experience on-the-job illness or injury and are eligible to receive benefits through the State Workers' Compensation program, may select one of the following options:

15.01 The employee may be placed on Leave Without Pay Status and receive L&I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L&I's determination, shall be credited back to the employee's leave balance.

15.02 The employee may receive his/her full wage until such time as the employee exhausts all his/her available sick or annual leave provided that:

- A. The employee repays the Employer the amount covered by Workers' Compensation within three (3) business days of receiving payment from L&I; and,
- B. The employee has a positive leave balance. The difference between L&I's payment and the employee's wage shall be charged to the employee's sick leave and/or annual leave. An eligible employee may, however, choose to use any compensatory time he/she has accrued.
- C. Once the employee exhausts all available paid leaves, then he/she shall be placed on Leave Without Pay and shall only draw Workers' Compensation from L&I.

#### ARTICLE 16 - BREAKS.

The normal work day consists of eight consecutive hours of work with an unpaid meal period. Operational demands and/or the ability to maintain appropriate staffing levels may require some departments to adjust their work days accordingly. Rest breaks are considered as time worked.

16.01 Meal Period. Employees who work more than five consecutive hours per day are entitled to either one unpaid hour, or half-hour, depending on the department, for their meal period. The meal period may not be used to change the beginning or end of work time.

16.02 Rest Break. Employees are entitled to a fifteen (15) minute rest break during each continuous four-hour work period. The rest break will be of a time and duration as established by management, and may not be used to change the beginning or end of work time, or extend a meal period.

16.03 Failure to take a rest break may not be used for calculating overtime or compensatory time.

#### ARTICLE 17 - DRUG FREE WORKPLACE.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in and on property owned or controlled by the Employer. The use of alcohol on property owned or controlled by the Employer is also prohibited. No employee will report to work while under the influence of alcohol or any unlawful controlled substance which has not been medically prescribed for the employee. Violation of this policy by any employee may result in a referral for mandatory evaluation or treatment for a substance abuse disorder. Disciplinary action may include dismissal from employment.

To comply with federal law, the Employer requires that an employee notify the employing official of any criminal drug statute conviction for any violation occurring in the workplace no later than five days after conviction. If the employee is engaged in the performance of a federally sponsored grant or contract, the Employer must notify the agency within ten days of having received notice that the employee has been convicted of a drug statute violation occurring in the workplace. The Employer will take disciplinary action against or require the satisfactory participation in a state-certified alcohol or drug abuse assistance or rehabilitation program by any employee who is so convicted. Disciplinary action may include dismissal or other appropriate personnel action(s).

The Employer and the Union strongly oppose the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace and the consumption of alcohol in the workplace. However, both acknowledge that a reasonable drug policy must strike a balance between protecting the safety of the public and other employees on the one hand and protecting the employee's privacy rights on the other. Accordingly, as it pertains to the seizure of an employee's bodily fluids, the Employer shall restrict such drug testing to those tests specifically required by state or federal statute, rule, or regulation and to those situations which would lead a reasonable person to suspect an employee of being under the influence of or affected by the use of alcohol or a non-prescribed controlled substance. Testing will be done in accordance with the Substance Abuse Policy as established by the Employer. The Employer strongly encourages employees with alcohol or substance abuse problems to take advantage of the City of Pullman's Employee Assistance Program (EAP). For confidentiality, employees may contact an EAP counselor directly. The Employer prefers, when feasible, voluntary rehabilitation over disciplinary actions when dealing with alcohol and substance abuse problems.

#### ARTICLE 18 - LEAVES OF ABSENCE.

18.01 The Library Board may grant any employee a leave of absence of up to one (1) year. The employee shall make the request for leave of absence in writing and such request shall be approved or denied in writing by the Library Board. Copies of all requests and responses shall be placed in the employee's personnel file and copy of same sent to the Union.

18.02 An employee returning from approved leave of absence for twelve (12) months or less shall be reinstated to the same or a comparable position except as a lay-off or R.I.F. situation may impact this provision. All benefits will be "frozen" during the leave period.

## ARTICLE 19 - RETIREMENT AND HEALTH INSURANCE.

19.01 For the term of this Agreement, the Employer agrees to:

- A. Under AWC Health First \$250 Deductible plan, contribute 100% for Employee only coverage and 80% of the premiums for all eligible dependents medical insurance and 100% of the premium for dental, and vision insurance. Employees will be responsible for 20% of the cost of the premiums for dependent medical insurance coverage. Health, dental, and vision insurance shall be provided by AWC.
- B. Under AWC Health First High Deductible, contribute 100% for Employee and all eligible dependents medical insurance and the City will contribute \$200 for individually insured and \$400 for individuals with one or more dependents. into an HSA for employee use.
- C. Under AWC Kaiser Permanente \$200 Deductible/\$20 co-pay plan, contribute 100% for Employee and all eligible dependents medical insurance.

The Employer will provide medical, dental, and vision coverage for each eligible Employee and their dependents for the life of the agreement. The Employer will pay 100% of the premium for AWC Delta Dental and VSP Vision coverage. (See attached plan descriptions) In addition, term life insurance of \$15,000, accidental death and dismemberment insurance of \$15,000, and short-term disability and shall be provided by the Employer. Eligible Employees shall be responsible for a \$20 co-pay where applicable. In addition, there will be a co-pay on generic and brand-name prescription drugs.

19.02 Regular half-time or three-quarter time, employees shall pay proportionate share of the applicable premium based on their employment status.

19.03 The Employer retains the right to change insurance carriers as long as the basic coverage provided is not lowered. Regular part-time employees, including extra board, desiring health benefit coverage shall continue to pay a proportionate share of the applicable insurance premiums based on their employment status.

19.04 In order to receive incentives from AWC for the City achieving "Well City" status, bargaining unit members may take an active part in participating in City Wellness programs and activities.

19.05 The City does not permit duplication of coverage when spouses or domestic partners are both employed by the City. In such instances, an individual employee may insure himself or herself, and the spouse or domestic partner may insure any eligible dependents other than the insured spouse or domestic partner. Children may not be covered on both plans.

19.06 Eligible employees shall be covered under the appropriate State Retirement System.

#### ARTICLE 20 - FUNERAL LEAVE.

Up to three days paid bereavement leave (funeral leave) may be paid a regular full-time or regular part-time employee who has a death in the immediate family. Trial employees may be granted no more than two days bereavement leave. For the purpose of this section, immediate family shall include: parents, step-parents, spouse, children, step-children, siblings, step-siblings, grandparents, and grandchildren of the employee. Generally, Bereavement Leave for eligible employees shall not exceed two days except for the following:

20.01 Employees shall be granted only one day paid Bereavement Leave for the death of their mother-in-law, father-in-law, aunt, uncle, and grandparents-in-law.

20.02 One additional Bereavement Leave day for a total of three (3) days may be granted if the funeral is being held in a location greater than a 300 mile radius from the City of Pullman.

20.03 Bereavement Leave of not more than 2 days may be granted to a trial employee upon the approval of the Library Services Director or the City Supervisor.

20.04 Employees may request additional leave if more time is needed. If granted, such additional leave time shall be charged to sick or annual leave.

#### ARTICLE 21 - MANAGEMENT RIGHTS.

All powers, authorities, functions, and rights not specifically and expressly restricted by this agreement are retained by the Library Board and shall continue to be subject to exclusive management control. By way of illustration, these rights shall include the right to close the library on a temporary basis, to reorganize it, to relocate it, to initiate changes in its operational relationships with other public entities, and to discipline employees for cause.

## ARTICLE 22 - STRIKES.

The Union agrees there shall be no strike, slowdown, stoppage of work, or any interference with the efficient management of the Library. Should a strike, slowdown, boycott, or other interruption of work occur, the Library Board shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union immediately thereafter shall respond to the Library Board's request in writing. Upon receiving notice of strike, slowdown, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. In the event employees participate in a strike, slowdown, boycott, or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action, which may include discharge.

## ARTICLE 23 – DISCIPLINE/DISCHARGE.

The Library Board has the right to discipline or discharge employees for just cause. No provision of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the Library Board will strive to adhere to the principles of progressive discipline.

If the Library Board elects to use disciplinary action, then it will strive to administer discipline in a progressive fashion. Discipline will be dependent on the severity of the infraction, and the Library Board is not required to adhere strictly to the order or system set forth below:

- (1) Verbal reprimand.
- (2) Written reprimand.
- (3) Final written reprimand and/or suspension without pay.
- (4) Discharge.

All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. It is the Library Board's responsibility to inform the employee(s) of their right to Union representation. The Union will be provided copies of all disciplinary actions.

Employees will be entitled to a pre-termination hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense.

The Library Board will strive to investigate and administer disciplinary actions in a timely manner.

Disciplinary records will, after twelve (12) months from the date of the incident, be removed from the employee's file, unless in the intervening period related infractions have



occurred. In this case the time frame above starts over from the date of the most recent related infraction.

#### ARTICLE 24 - GRIEVANCE PROCEDURE.

A grievance shall be defined as a dispute or disagreement raised by an employee against the Library involving the application of the specific provisions of this agreement.

Grievances, as herein defined, shall be processed in the following manner:

An employee or a group of employees, or their designated representative, who consider they have a grievance may present such a grievance, in writing, within ten (10) working days of its alleged occurrence to the Library Services Director who shall attempt to resolve it within five (5) working days after it has been presented to him/her. The written statement shall include the section(s) of the agreement allegedly violated, the facts, and the remedy sought.

If after five (5) working days from receipt of the response of the Library Services Director the grievance remains unresolved, the grievance, in writing, together with all other pertinent material may be presented to the Library Board by the employee or the Union representative.

Any grievance involving the application of this agreement which is not resolved by the Library Board within fifteen (15) working days after it is presented to the board, may be referred to arbitration; provided any demand for arbitration shall be filed, in writing, within thirty (30) working days after its presentation to the Library Board.

Upon filing of a written demand for arbitration, the parties shall request A list of arbiters from the Washington State Public Employment Relations Commission (PERC). If mutual agreement cannot be reached on the selection of an arbiter from the PERC list, a list of five (5) members of the American Arbitration Association shall be jointly requested and the parties shall alternately strike one name from the list until only one name remains. The Union shall strike the first name. The one remaining shall be the arbiter. One working day shall be allowed for the striking of each name. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his/her decision based on the provisions of the agreement within thirty (30) days after such hearing. The power of the arbiter shall be limited to interpreting this agreement and determining if the disputed article or portion thereof has been violated. The arbiter shall have no authority to alter, modify, vacate, or amend any terms of this agreement.

The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond his/her jurisdiction. The expenses of the arbitration shall be borne equally by the parties hereto. Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the Employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall constitute a separate

contract violation. For the purposes of this article, "working days" shall mean Monday through Friday, normal business days.

#### ARTICLE 25 - CAR ALLOWANCE.

Employees who are required to use their personal cars for Library business shall receive an allowance at the rate set by the current IRS Code. All mileage shall be established from and returning to Neill Public Library in Pullman, WA.

#### ARTICLE 26 - SALARIES AND WAGES.

Salaries and wages shall be as per the attached Appendix A.

#### ARTICLE 27 - PAYDAYS.

Payroll warrants will be distributed in Semi-monthly pay periods (the first pay period covers the 1st day of the month to the 15th day of the month; the second pay period covers the 16th day of the month to the last day of the month). Wages will be paid no later than the 25th day of the current month for the first pay period, and no later than the 10th day of the following month for the second pay period.

If the 10<sup>th</sup> or 25<sup>th</sup> fall on a Saturday, the pay date would be the Friday before.

#### ARTICLE 28 - JURY DUTY.

Employees called to serve on a jury or as a required witness in the course or scope of employment with the Library shall receive full pay from the Library for time missed. He/she shall be required to endorse the fee (less travel expense) over to the Library within three (3) working days after receipt of same unless said employee has taken annual leave, personal holiday, or time without pay. Disciplinary and/or legal action may be taken against an employee failing to do this.

#### ARTICLE 29 - ACADEMIC TIME OFF.

Employees are encouraged to attend college or university classes when it can be shown that such classes are job-related. The Library Services Director shall make this decision, if normal work hours are affected. If attendance of classes impairs performance of the job or disrupts Library functions, the Library Services Director may deny the request. If granted, the employee shall be allowed up to five (5) hours unpaid per week for attendance of classes. This does not apply to classes taken outside of regularly scheduled work hours. In cases where the employee is needed by the Library for the full number of regularly scheduled hours per week then the employee may, if approved by the Library Services Director, adjust his/her hours to compensate for time spent attending class.


ARTICLE 30 - SAVINGS CLAUSE.

If an article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement article or section.

ARTICLE 31 - DURATION.

The Agreement shall be effective January 1, 2023, and shall be binding upon the Employer, the Union, and members of the bargaining unit, and shall remain in full force and effect through December 31, 2025.

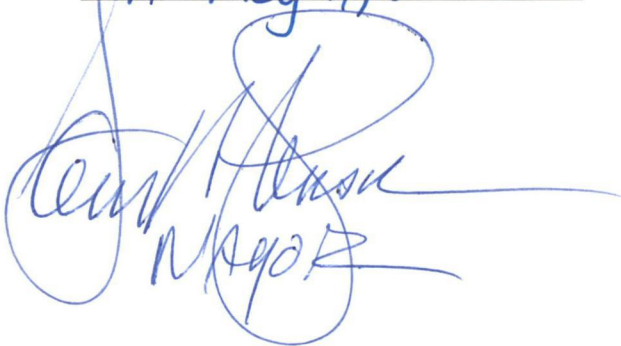
NEILL PUBLIC LIBRARY

  
Chairman Library Board


DATE: 1/12/2023

  
City Administrator

DATE: JANUARY 11, 2023

  
City Administrator

TEAMSTERS UNION, LOCAL #690

  
Larry Kroetch, Secretary/Treasurer

  
Taj Wilkerson, Business Representative

## APPENDIX A

Effective January 1, 2023, Employee wages will be adjusted by 2.5%.

### FULL-TIME WAGE SCALE:

<u>Classification</u>	<u>Steps:</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
LIBRARY DIVISION MANAGER		29.12	30.58	32.11	33.71	35.40
LIBRARY SUPERVISOR		27.45	28.82	30.26	31.78	33.37
LIBRARY TECHNICIAN		24.40	25.62	26.90	28.24	29.66
LIBRARY ASSISTANT		22.99	24.14	25.35	26.61	27.95

Effective January 1, 2024, Employee wages will be adjusted by 2.5%.

Effective January 1, 2025, Employee wages will be adjusted by 2.5%.

## Parking Addendum

The following language will be added to the City Employee Manual and Handbook:

### 5.15 Parking During Working Hours

The City of Pullman does not require staff to pay for parking to attend work. Therefore, while on-duty, staff should park safely near their job assignment, avoiding time-restricted parking spaces when possible. If only time-restricted parking is available, city staff may park in those areas and shall display an official employee identification permit (issued by Human Resources) from their rearview mirror or steering wheel to alert parking enforcement the vehicle belongs to an on-duty city staffer. If the city staffer is issued an infraction in spite of these efforts, the individual is responsible to appeal the citation to the Chief of Police through their department manager as soon as possible.

In addition, Ordinance 12.15.040 is clear that the Chief of Police does have authority to void tickets under the circumstance of governmental duties.

