AGREEMENT

BY AND BETWEEN

CITY OF CAMAS - CAMAS PUBLIC LIBRARY

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 AFL-CIO

JANUARY 1, 2017 – DECEMBER 31, 2020

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THIS AGREEMENT is made and entered into this 1st day of January, 2017, by and between the City of Camas, Camas, Washington, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union, Local 11, AFL-CIO, chartered by the Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

WHEREAS, it is the purpose of this Agreement to achieve and maintain a high level of performance in the operation of the Camas Public Library together with promoting efficiency, productive initiative and harmonious relations between the Employer and the Union, and to provide for the rights, well-being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the Agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 – RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for the full-time and part-time employees of the Camas Public Library in the following classifications:

Administrative Support Assistant
Library Associate
Library Assistant
Youth Services Librarian
Library Page
Circulation Services Specialist
Programming and Outreach Coordinator

All supervisory and confidential employees including the Assistant Library Director are excluded.

New position classifications will be discussed at the Joint Labor/Management Committee (JLMC) for clarification on their bargaining unit status.

ARTICLE 2 – UNION SECURITY

2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Union in good standing.

2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this Agreement shall, as a condition of employment, after thirty (30) days of

employment, become and remain members of the Union in good standing. This includes all full-time, part-time, and provisional part-time employees in the classifications listed in Article 1 to this Agreement.

2.3 In the event an employee member of the Union as defined in Article 1 to this Agreement who joins the Union fails to maintain his/her membership in the Union in good standing, therein by the payment of initiation fees and by regular payment of dues, the Union will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy and that failure to meet his/her membership obligation will normally result in termination of employment within five (5) days.

2.4 The Employer will furnish the Union on a current basis notice of all full-time and part-time employees as defined in Article 1 to this Agreement who have been hired, rehired, transferred, laid off or terminated; upon request of the Union. The Employer will provide written notification to the Union office and designated Union Stewards in a timely manner of all newly hired, rehired, transferred, laid off or terminated employees as defined in Article 1 to this Agreement.

2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.

2.6 The Union agrees to defend, indemnify, save and hold the City of Camas harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 3 – CHECK-OFF OF DUES

3.1 The Employer agrees to deduct Union dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the office of the Union monthly.

3.2 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be mailed to the Employer and the Union for certification purposes.

3.3 The Employer agrees to collect a Union assessed work permit fee from all temporary employees working in a position as defined in Article 1 to this Agreement. Such fee will be forwarded to the office of the Union monthly.

ARTICLE 4 – WORK SCHEDULE

4.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The normal lunch period shall be one (1) hour. The normal work week will consist of up to forty (40) hours of work in a seven (7) day work period. For library employees, the normal work week may include non-consecutive work days, Monday through Saturday. The Employer can schedule employees to work non-consecutive work days (Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and

working Saturday). Employees may work on Sundays provided that there is prior approval from the Library Director. Changes to work schedules shall be in accordance with Section 4.4 to this Article.

4.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day's work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the employees' work shift .

4.3 An employee attending an approved training or department meeting in or out of the City will be considered to have worked a normal workday. Other arrangements for off duty training may be made by mutual consent of the Library Director or his/her designee and employee.

4.4 The Employer will normally provide two (2) weeks' notice of a schedule change except in cases of emergency in which case no notice is required. Schedules may change within the two (2) week window with the consent of the impacted employee(s).

4.5 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by and subject to the approval of the Library Director or his/her designee.

4.6 In accordance with the provisions of Article 31.2 the work week for classifications in the bargaining unit may be adjusted to four (4) consecutive ten (10) hour days, exclusive of the meal period. Under this work schedule, overtime shall be paid for work in excess of a ten (10) hour work day or forty (40) hours in a work week. Additionally, employees or the Library may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the Library. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift, to accommodate this flex-time provision.

ARTICLE 5 – OVERTIME

5.1 All work performed in excess of eight (8) hours per day (except as noted in 4.6) and/or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.

5.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay. A call back is defined as having returned to your worksite outside of the employees regular work shift.

5.2.1 **Emergent and Unavoidable Callback – Split Shift**. This Section is intended to address intermittent schedule changes due to emergent and unavoidable circumstances. Emergent circumstances are unforeseeable situations that include unpredictable or

unavoidable occurrences at unscheduled intervals with regard to those employees scheduled to work an evening shift who call in unable to report to work due to illness, weather related incidents or other unforeseen incidents.

(a) An employee who is asked by the Library Director or his/her designee to cover an emergent or unavoidable circumstance callback shift shall work a six (6) hour shift from 9:00 a.m. – 12:00 p.m. and return to complete their shift for 6:00 p.m. – 9:00 p.m.. The employee shall receive two (2) additional hours of compensation at their regular rate of pay for a total of eight (8) hour shift. The specific hours (9:00 a.m. – 12:00 p.m., etc.) used in this Section are examples only. Any shift could be split to ensure coverage.

(b) Assignments for emergent or unavoidable circumstances callback duty shall be made from a list of employees on a seniority base rotation.

(c) The City shall prohibit taking any adverse action against an employee for his or her refusal to work an emergent or unavoidable circumstance callback.

5.3 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of three (3) work weeks. The use of said compensatory time off is subject to the prior approval of the Library Director or his/her designee.

ARTICLE 6 – HOLIDAYS

6.1 The following days shall be paid holidays at the straight time rate for employees covered by this Agreement:

New Year's Day
Presidents Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving*
Christmas Day
Three (3) Floating Holidays (To be used prior to December 31st of the current year)

*Or another day in lieu thereof may be taken by mutual agreement between the Employer and the employee.

6.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

6.3 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.

6.4 Any employee who has worked his/her shift or who is on authorized sick leave the day prior to, or immediately after, a holiday will receive their normal rate of pay.

6.5 Any employee who is on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.

6.6 Any employee who is on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.

6.7 Any employee who covers a full-time shift on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employees services are needed and required in the interests of the public health, safety or general welfare or for reasons of emergency in which case the employee shall not be entitled the time off. If an employee is required to work they will be allowed to take two (2) hours off at another mutually agreeable time.

6.8 Any employee who is required to work on any of the holidays listed in Section 6.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in addition to their holiday pay. By mutual agreement an employee may choose to take another day off in lieu of holiday pay.

6.9 Newly hired employees shall be entitled to a pro-rata share of the three "floater" holidays, based on the part of the year that the employee is employed.

ARTICLE 7 – VACATIONS

7.1 Paid annual vacation accrual shall begin at the date of hire. Vacation accrual may be taken as earned according to the following schedule:

Length Of Service	Hours Per Year	Hours Per Month
0 – 1 year	96	8
2 – 4 years	108	9
5 – 9 years	120	10
10 – 14 years	156	13
15 – 19 years	180	15
20 and more years	216	18

Maximum vacation days to carry over: All bargaining unit employees shall be entitled to accumulate and carry over into the following year a maximum of four hundred (400) hours. Any accumulated vacation time in excess of the four hundred (400) hours on January 1st shall be forfeited.

7.2 All part-time employees shall accrue vacation at the same rate as full-time employees but in proportion to the number of hours worked.

7.3 Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their Library Director or his/her designee.

7.4 An employee not taking their vacation shall not be entitled to extra compensation for having worked during the period for which they were entitled to vacation unless required by a Library Director or his/her designee and approved by the Employer to do so.

7.5 Employees shall receive all accrued vacation at the time of termination including which was earned during the year of termination.

7.6 Holidays occurring during an employee's vacation shall not be charged against earned and accrued vacation.

ARTICLE 8 – SICK LEAVE

8.1 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1040) hours. Part-time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.

8.2 Employees noted in Section 8.1 above are entitled to use sick leave for only a bona fide illness or injury; quarantine due to exposure to contagious diseases; any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, legal domestic partner, or any person living in the immediate household requiring the employee's attendance and/or care. Sick leave may also be used for parents, including "step", under circumstances as defined by the Shared Leave Policy Section 1C.

8.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.

8.4 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.5 The City agrees to adhere to any provisions covered under the Family Medical Leave Act (FMLA), the Washington Family Leave Act (WFLA), the Family Care Act and the American's with Disabilities Act (ADA).

(a) Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth.

(b) Employees on maternity leave may use their accrued sick leave or vacation, or leave without pay not to exceed three (3) months which may be extended three (3) additional months by the Employer upon validation of need by a doctor's medical verification.

8.6 Sickness or disability shall be reported to the Library Director or his/her designee prior to time for commencement of the employee's work day, or as soon thereafter as practicable. Any employee who utilizes more than three (3) separate one-day annual sick leave periods on a work day either immediately prior to or immediately following their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick day taken during the remainder of that year.

8.6.1 **Medical Verification**. The City may require a physician's certification of the nature and duration of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has used less than one (1) day of sick leave during the previous twelve (12) consecutive calendar months, shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day.

Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has used more than one (1) but less than three (3) days of sick leave during the previous twelve (12) consecutive calendar months may opt to receive two (2) days' pay in January and have two (2) days of sick leave accruals deducted from their earned sick leave. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day. This benefit may be utilized once every twelve (12) months.

8.8 Any employee who has accrued less than one thousand forty (1040) sick leave hours and has used more than one (1) but less than three (3) days of sick leave during the previous twelve (12) consecutive calendar months, may opt to receive two (2) days' pay in January and have two (2) days of sick leave accruals deducted from their earned sick leave. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day. This benefit may be utilized once every twelve (12) months.

8.9 If an employee retires under DRS requirements from the City or in the event of death of current employee, that employee or his/her beneficiary is eligible to cash out twenty-five (25%) of their sick leave balance at their current straight time rate.

8.10 The City of Camas shall administer state and federal laws related to family leave in accordance with those laws and consistent with City personnel policies.

Family Leave - Employees who work for the City at least twelve (12) months and have worked one thousand two hundred fifty (1250) hours over the previous twelve (12) months are eligible

for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for birth, adoption, foster care of a child or a serious health condition of the employee or immediate family member requiring inpatient care or continuing treatment by a health care provider. The twelve (12) weeks allowed by State Law (RCW 49.78) is in addition to leave provided for pregnancy or childbirth. Employees may use sick leave for illness or injury to the employees spouse or minor child requiring the employee's attendance and/or care under the provisions of RCW 49.78.

An "immediate family member" is an employee's son, daughter, spouse, legal domestic partner, or parent. A son or daughter is a minor child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment, physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the City with at least thirty (30) days' notice, if possible before taking such leave or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption or foster care of a child an employee is required to use all accrued unused compensatory or floating holidays and all accrued unused vacation leave.

Before going on unpaid leave status for the serious health condition of the employee, spouse, parents or the employee's minor child requiring inpatient or continuing treatment an employee is required to use all accrued unused sick leave, floating holidays, compensatory time and vacation leave.

As required by law, the City shall maintain the employee's health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to City employment after taking leave under this section, the City may recover the cost of any health insurance premiums paid by the City during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

ARTICLE 9 – BEREAVEMENT LEAVE

9.1 A maximum of three (3) paid working days (consecutive or nonconsecutive) bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay at the discretion of the employee.

9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephews of the first generation.

9.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

9.4 Administrative Services Department will administer bereavement leave for consistency in unique circumstances as they arise.

IMMEDIATE FAMILY –Bereavement leave may be used for qualifying family members in the case of imminent death and for the purposes of this Section eligible family members are:

a. the spouse, children, parents, brother, sister (or the step, domestic partner and in-law equivalents);

b. the employee's grandparents, grandchildren, aunts and uncles;

c. the employee's domestic partner and children, parents, brother, sister (or the step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the HR-Benefits Department);

d. other relatives living in the employee's household.

ARTICLE 10 – JURY DUTY

An employee shall be granted leave with full pay for any regularly scheduled straight-time hours of work missed because he/she was required to be on jury duty. An employee shall endorse any jury fee (excluding mileage and meal allowances) to the City. An employee shall notify the Employer promptly upon receiving notice to report for jury duty. When an employee is excused or dismissed from jury duty, he/she shall promptly report to work.

ARTICLE 11 – OTHER LEAVES

11.1 **Military Leave.** In the event of a military leave the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each calendar year while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave). The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the

family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave. Employees are eligible for this leave per deployment.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

11.2 **Unpaid Leave/Leave of Absence.** The Employer may grant an employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer and a copy filed with the Library Director. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days.

11.3 **Union Business Leave.** Upon written request from the Union, a Union Representative or Steward may be granted time off without pay or any cost to the Employer to conduct bona fide business of the Union. Stewards and Members of the JLMC shall have a reasonable amount of time during their shifts to conduct Camas Public Library Union affairs after first notifying their Supervisor.

11.4 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.

11.5 Worker's Compensation: Worker's Compensation provides partial wage replacement for injured employees.

For the initial ninety (90) calendar days while off duty on a work related injury/illness, the City will keep the employee on salary and the employee shall turn over to the City any time loss checks received for that period.

After ninety (90) days the employee would be required to use their accrued sick or vacation leave. If an employee elects to use accrued leave while receiving Worker's Compensation benefits the City will pay the employee his/her regular wages using accrued sick or vacation leave. If an employee elects this option, when the employee receives time loss payments from the Department of Labor & Industries, the employee must turn such payments over to the Finance Department. The Finance Department will use the worker's compensation payment to replenish the employee's sick leave or vacation leave balance that

was drawn down at the employee's current hourly wage rate. Comp time is not eligible for buyback and may not be used following a work related injury or illness while an employee is receiving Worker's Compensation pay.

If an employee chooses not to use sick or vacation leave as a supplement, any time loss payments received by the employee from the Department of Labor & Industries may be kept and their time in the payroll system will be documented as leave without pay.

LIGHT DUTY – The City will assign light duty to the employee anywhere in the City, if available and based on doctor approved activities at the time it is approved by the doctor (preferably within the employees own department). Administrative Services would be the point person and would review the doctor's note and restrictions, work with the department and make a formal offer of light duty work to the employee. If the employee turns down the light duty, no time loss checks will be issued by L& I (as is their policy). The employee would need to use leave for their time off until they were released to full duty or if they accepted the light duty assignment at a later date.

ARTICLE 12 – SENIORITY

12.1 In the City of Camas – Camas Public Library seniority for reasons other than layoff or cutbacks shall be calculated as the length of continuous employment of an employee within the bargaining unit. Seniority shall be observed where abilities are substantially equal with respect to promotions, transfers and layoff.

12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than twelve (12) months or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

12.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the calculation utilized by the Washington State Department of Retirement Systems.

12.4 Seniority for layoff or cutbacks shall be calculated by the total length of service within the bargaining unit and in accordance with Article 14.3(a) to this Agreement.

12.5 Department seniority is defined as the length of employment with the City in one (1) department and seniority used in the selection of vacation and assignments of overtime. Seniority for work schedules shall be in accordance with Article 31 to this Agreement.

ARTICLE 13 – EVALUATIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS

13.1 The Library shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer's role in providing quality and service to the Library; and is a basis for promotions, goal setting, pay step progression (ref. 24.3)

and other personnel related action. These evaluations and performance review procedures shall be carried out, and submitted each year, for ultimate review by the City Administrator.

13.2 Promotion is hereby defined as a move from a lower position to a higher position and in accordance with Article 24.6 within this Agreement.

13.3 Notice of vacant positions may be posted on a simultaneous or internal/external basis and based upon the following guidelines:

a. All external applications will be collected directly by the Human Resources Department.

b. The City shall first review and consider internal applications when reviewing the applicant pool.

Employees may apply for open recruitments and will receive consideration if they meet all required qualifications.

Internal notices shall be posted on all Union bulletin boards with copies to the Union office and Stewards.

13.4 An employee may apply for and receive a transfer to a position of another classification with the same position, range, and step. Such transfer may be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in his/her former position; however, all requests must be in writing and agreed to by the Employer.

13.5 **Demotion:** Demotion may be used by the Employer if the Employer determines the employee is not performing all the job requirements properly or completely. The Employer will not use demotion in disciplinary actions.

13.6 **Lateral Transfers:** This is defined as an employee who voluntarily takes another position of the same pay range. In the event that the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay, provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated into.

13.7 **Career Development:** The Employer and the Union agree to address career developments during JLMC meetings and work towards building a career development process for employees to advance in positions at the Camas Library for the term of this Agreement.

ARTICLE 14 – LAYOFFS AND RECALL

14.1 The City may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or

other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

14.2 Two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff.

14.2.1 Termination of non-critical employees and consultants within the Camas Public Library.

14.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/ shutdowns.

14.2.3 Attrition-based programs such as early retirements and voluntary layoffs.

14.2.4 Reduction of paid leave balances or accrual rates.

14.3 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.

(a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with skill and ability as determined by the Library Director.

(b) The last employee laid off shall be given the first opportunity to be reinstated provided however, that such employee has the qualifications and abilities for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the Employer advised of his/her current address. Failure of such employee to report for reinstatement shall result in loss of seniority.

14.4 **Selection and Notice.** Employees who will be separated from City service shall be provided a minimum of two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff or pay in lieu of notice. The Union shall be notified concurrent with notice to employees.

14.4.1 A minimum of ten (10) working days' notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are reassigned laterally as a result of layoff. No pay in lieu of notice is authorized but reassignments and demotions shall be delayed until the required notice period has been met. The City may use contingent layoff notices to employees whose positions are not being eliminated, but who it determines are subject to being bumped by more senior employees.

14.5 **Recall.** Any employee laid off shall be placed on the recall list; in order of seniority for the classification from which they were laid off; for a period of twelve (12) months.

14.5.1 **Recall Procedure.** Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within fifteen (15) calendar days of the date of the notice. The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one offer but shall otherwise be removed from the recall list for a classification based upon rejection or failure to respond. The employee shall be responsible for notifying the Administrative Services Department of any change in address or telephone number.

14.5.2 **Rights Upon Recall.** Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave based upon the following:

- Employees recalled within six (6) months from layoff shall have fifty percent (50%) of accrued sick leave which shall be reinstated.

- Employees recalled with ten (10) years of service or more shall have one hundred percent (100%) of accrued sick leave reinstated.

The seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

14.5.3 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Administrative Services shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications and department's needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements within the list of available vacancies and employees who are being recalled. As an alternative to recall available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Administrative Services and the applicable Union.

14.5.4 Laid-off employees are eligible for consideration for other positions in the City through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

14.6 **Seniority for Layoff.** Seniority for selection of employees for layoff and bumping/ reassignment shall be in accordance with Article 12 to this Agreement. The following additional considerations shall apply as warranted:

In the event of a tie in bargaining unit seniority, seniority shall be prioritized as follows:
1) Classification Seniority **2)** City Service Date Seniority.

14.7 **Reassignment and Bumping.**

14.7.1 Employees facing layoff shall be offered reassignment in the order below. No step may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of seniority. In bumping situation, the employee may bump only into the position occupied by the least senior employee, not any less senior employee. The order of consideration shall be:

a. Vacant positions in the classification from which the employee is being laid off.

b. Vacant positions in former classifications in the bargaining unit.

c. Bumping across department lines is not permitted.

d. Bumping the least senior employee and able to perform the duties in this lower classification.

ARTICLE 15 – HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG PENSION - LIFE INSURANCE

15.1 The Employer shall offer at least two (2) medical insurance plans for employees and their dependents which include domestic partner.

15.1.1 Employees may opt out of medical coverage per the City of Camas Dual Insurance Incentive Program policy and in accordance to IRC (Internal Revenue Code) Section 125.

15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the city for a total of ten (10) years and is retiring from the City under the provision of the applicable PERS retirement plan. Coverage for a spouse may be purchased by the employee in accordance with the requirements of the applicable plan. Employees hired after January 1, 1998 as described above shall not be eligible for employer paid post-retirement medical insurance but may participate for themselves and spouse at their own expense for the employee and spouse, consistent with plan requirements.

15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of Fifty Thousand Dollars ($50,000.00).

15.4 Health Insurance: **Kaiser HMO and AWC Regence Health First 250 Plan:**

The Employer will pay medical coverage premiums for employees and dependents. Premium contributions are as follows:

All City of Camas – Camas Public Library employees shall pay fifteen dollars ($15.00) towards their health care premium paid for by the City of Camas through pre-tax payroll deduction of the total premium cost.

Dependent(s) coverage shall be paid at ninety percent (90%) by the City of Camas and ten percent (10%) shall be paid by the employee through pre-tax payroll deduction of the total premium cost.

The monthly premiums for the plans are as follows:

Regence Health First 250 $250.00 Deductible	2017 Premiums	Kaiser Permanente $250.00 Deductible w/a 10% Co-Insurance	2017 Premiums
Employee (EE) only	$671.05	Employee (EE) only	$704.54
EE plus Spouse	$1347.73	EE plus Spouse	$1390.37
EE plus 1-Dependent	$1004.40	EE plus 1-Dependent	$1015.46
EE plus 2 or more Dependents	$1279.99	EE plus 2 or more Dependents	$1291.47
EE; Spouse and one Dependent	$1681.08	EE; Spouse and one Dependent	$1701.79
EE; Spouse and 2+ Dependents	$1956.67	EE; Spouse and 2+ Dependents	$1977.79

15.5 For the term of this Agreement, the Employer agrees to pay only the premiums for dental (Delta Dental; Delta Dental Plan F; Willamette Dental fifteen dollar [$15.00] co-pay and Kaiser Dental five dollars [$5.00] office co-pay), vision and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.

15.6 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in benefits structure, the Employer will notify the Union and employees of such changes and these changes will pass through to the membership without negotiations. In the event of a change in the continued availability of such plan and/or any premium cost share increases to the membership, the parties will negotiate these changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels. In the event the plans employees are covered under become excessive in premium amount; as defined under State or Federal law; the Union and the Employer agree to meet, negotiate and make decisions about plan design in order to try to avoid any cost associated with the Affordable Care Act (ACA) tax or surcharge.

15.7 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage's.

15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.

15.9 The Employer shall make pension contributions required by statute to the Department of Retirement System (DRS).

15.10 Employees and their immediate families (spouse and dependent children) shall be issued pool passes for the municipal swimming pool.

ARTICLE 16 – JOINT LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree to maintain a Joint Labor/Management Committee (JLMC).

JLMC MISSION STATEMENT

The Joint Labor/Management Committee (JLMC) is recognized as a Union/Management partnership. The common mission is to commit to a relationship that promotes a participative and cooperative endeavor between OPEIU Local 11 and the City of Camas-Camas Public Library.

The JLMC acknowledges that both the Union members and the City management team bring value, talent and resources necessary to provide excellent public service to the citizens of the City of Camas.

Through a forum of open communication and cooperation, this mission will result in sustaining and enhancing a quality work environment meeting the future challenges of service to the community.

The JLMC will consist of two (2) members each from labor and management and will be scheduled to meet monthly or as needed. The responsibility of the JLMC will be to address problems, issues or concerns of the bargaining unit or management using the interest-based problem solving process to arrive at consensus agreement.

ARTICLE 17 – DISCIPLINARY PROCEDURES

17.1 The Employer may discipline an employee for just cause.

17.2 Disciplinary action or measures shall include only the following:

(a) Verbal reprimand ;
(b) Written reprimand;
(c) Suspension without pay;
(d) Discharge.

17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.

17.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

17.5 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.

17.6 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand may be placed in the personnel file without the employee having been first notified of said written reprimand and given a copy, with a copy to the Union. An employee who disagrees with the validity of any written reprimand added to the file shall have the opportunity to challenge said written reprimand under the issue resolution procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

17.7 The written reprimands will be removed from an employee's personnel file after one hundred eighty (180) days from the date said action was finalized provided that no further written reprimands have been issued within the one hundred eighty (180) day time period. If another written reprimand has been issued within this time period then both written reprimands shall remain in the personnel file for an additional one hundred eighty (180) days from the date of the latest written reprimand. In any event, the one hundred eighty (180) days may be extended to three hundred sixty (360) days depending on the seriousness of the circumstances. If another written reprimand has been issued within the three hundred sixty (360) days time period then both written reprimands shall remain in the personnel file for an additional three hundred sixty (360) days from the date of the last written reprimand.

17.8 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with his/her representative prior to the disciplinary action being finalized. The employee will be provided an opportunity to respond to the facts before the disciplinary action is finalized. If the employee requests the presence of his/her Union representative they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.

17.9 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time in lieu of the suspension of pay.

ARTICLE 18 – GREIVANCE PROCEDURE

18.1 Grievance Procedure

The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining "what's right" NOT "who's right".

The parties agree that every effort should be made to resolve grievances informally with the first level Supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any Step.

To facilitate this process, the levels below should be followed in sequence unless inappropriate for the circumstances. Some issues may necessitate meeting more than once at any particular level or obtaining information from additional sources. Each level will be addressed in an expedient manner.

18.2 Filing and Processing Requirements

A grievance may be brought under this procedure by one (1) or more aggrieved employees, or by the Union as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond informal process without Union concurrence and representation.
A written grievance shall be signed and dated and indicate the Step at which it is being filed and responses shall address at a minimum, the following points:

a. The nature of the grievance/response and the facts upon which it is based;

b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;

c. The manner in which the provisions have been violated, misapplied or misinterpreted (or in which the provisions supports the response);

d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;

e. The specific remedy sought or offered.

18.3 **Timelines**

Timelines under this Article (contract violation, receipt of grievance, etc.) shall be that "working days" means Monday through Friday, excluding City observed holidays. Filing and response time limits shall be met by mailing, email, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the Steward or the Union in a class grievance and the appropriate Employer representative at each Step.

A grievance not brought within the time limit prescribed for every Step shall be considered settled on the basis of the Employer's last decision received by the Steward of the Union. A grievance or complain not responded to by the Employer representative may be moved to the next Step in the procedure.

Scope: Grievances and recommendations that can't be resolved by the employee and Supervisor.

18.4 **Steps.**

Step 1. If unable to resolve the grievance informally with the immediate Supervisor the Steward or the Union Representative shall present the grievance in writing to the Supervisor within ten (10) working days of the occurrence or knowledge thereof. This ten (10) day period includes any attempted informal resolution meetings. The Supervisor and the Union, along with the grievant shall meet to discuss the grievance within seven (7) days of receipt of written grievance. The Supervisor must respond in writing to the grievant and the Union within ten (10) working days after the meeting has been held with his/her official response.

Step 2. If unable to resolve the grievance at Step 1 the Steward or the Union Representative shall submit the written grievance to the department head or their designee within ten (10) working days following the Supervisor's response. The department head or their designee and the Union, along with the grievant shall meet to discuss the grievance within seven (7) days of receipt of

written grievance. The department head or their designee shall respond in writing to the grievant and the Union within ten (10) working days after the meeting has been held with his/her official response. At this Step documented copies shall be sent to Local 11 and the Administrative Services Department.

Step 3. If unable to resolve the grievance at Step 2 the Union Representative or his or her designee shall submit the grievance in writing to the Administrative Services Director within ten (10) working days following the department head or their designee response. The Administrative Services Director shall respond in writing to the grievance within ten (10) working days of receiving the request to either schedule a meeting or submit a response.

18.5 **Arbitration**

If the grievance cannot be resolved at Step 3 the parties may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Public Employees Relation Commission (PERC) in an attempt to resolve the dispute. The Union shall notify the Employer, in writing of submission to arbitration within ten (10) working days after receipt of the written response in Step 3 above.

In the event that a grievance has not been settled an Arbitrator shall be selected by the Employer and Union Representative from a panel obtained from the FMCS or PERC. The decision of such Arbitrator shall be final and binding upon both parties. The parties shall each pay their own costs and each shall pay one-half (½) of the cost of the service of the Arbitrator and of any other joint costs of the arbitration.

18.6 **Mediation**

As an alternative or supplement to the grievance procedure or for such other purposes the parties may mutually determine, the parties may invoke a mediation process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation involves the use of a third party to serve as a Mediator using contemporary mediation techniques. A decision to utilize a Mediator shall be voluntary by both parties and the Mediator shall be a mutually acceptable FMCS or PERC staff representative.

ARTICLE 19 – NON-REDUCTION OF WAGES AND WORKING CONDITIONS

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this Agreement for its term.

ARTICLE 20 – STRIKES AND LOCKOUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Union nor the City shall cause, engage in or sanction any work stoppage, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the City, and in accordance with applicable law, while engaging in activities in violation of this Article. The City shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 21 – UNION REPRESENTATIVE

An authorized representative of the Union shall have the right to investigate issues or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Union shall advise the Employer, in writing of the names of their authorized representatives and stewards.

ARTICLE 22 – BULLETIN BOARD

The Employer shall provide a bulletin board for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 23 – NON-DISCRIMINATION

23.1 The Employer agrees that they will not discriminate against any employee because of lawful Union activity.

23.2 Neither the Union nor the Employer in carrying out their obligation under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.

23.3 All references to employees in this contract designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 24 – WAGES, CLASSIFICATIONS AND PAY PLAN

24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Exhibit "A" to this Agreement.

24.1.1 The following classifications shall be red-circled until such time the annual Cost of Living Increase (CPI) catches up to the recommended wage rates established in Exhibit "A" to this Agreement. Effective upon ratification of this Agreement, red-circled

employees shall receive a one-time fifteen hundred dollar ($1500.00) lump sum amount; less any applicable taxes; these classifications are:

a) Library Assistant
b) Library Associate
c) Circulation Services Specialist

24.2 **Salary Increases – Across the Board Wage Adjustments.**

24.2.1.a Effective upon ratification of this Agreement bargaining unit employees not subject to Section 24.1.1 to this Article; shall receive a two percent (2%) wage increase to their current wage rate and which shall be retroactive to January 1, 2017; in addition these employees shall be placed at the Step set forth in Exhibit "A" to this Agreement; which is not lower than the applicable increase. Should the Step amount be more than the employees wage rate and if the employee is eligible, he/she would receive an additional increase.

24.2.1.b Effective January 1, 2018 all bargaining unit employees not subject to Section 24.1.1 to this Article shall receive a four percent (4%) wage increase as set forth in Exhibit "A" to this Agreement.

24.2.1.c Effective January 1, 2019 all bargaining unit employees not subject to Section 24.1.1 to this Article shall receive a wage increase equivalent to the Bureau of Labor Statistics West Region CPI-W from July – July (announced each year in August) for the 2018 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than four percent (4%) and shall be set forth in Exhibit "A" to this Agreement.

24.2.1.d Effective January 1, 2020 all bargaining unit employees not subject to Section 24.1.1 to this Article shall receive a wage increase equivalent to the Bureau of Labor Statistics CPI-W from July – July (announced each year in August) for the 2019 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than four percent (4%) and shall be set forth in Exhibit "A" to this Agreement.

24.3 Newly hired employees shall normally be paid at Step 1 of their pay range as determined by the Employer. An employee may be granted a Step increase to Step 2 subject to satisfactory completion of probation, except in promotions where Section 24.6 of this Article applies, as determined by the Library Director. Thereafter, an employee will be considered for a further Step increase after twelve (12) months in Step 2 of the pay plan subject to a satisfactory performance review by the Library Director. Step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the

existing Step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further Step increase subject to a satisfactory performance review by the Library Director.

24.4 No step increase is applicable if an employee reaches the maximum step of their pay plan.

24.5 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.

24.6 Employees who are promoted to a higher job classification the employee will be placed at least two (2) steps within the new range or receive a six percent (6%) increase higher than his or her wage rate within their former classification, provided however that the salary shall not exceed the top of the pay range for said promotion. The employee's anniversary date for wage increases will be the date of appointment to the higher classification. In the event a promoted employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated.

24.7 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step, three percent (3%) above his/her current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as higher paid positions. All of the following conditions must be met for an employee to receive the out of class pay:

(1) The position is currently vacant; OR the employee normally filling the position is on authorized leave; OR the employee normally assigned to the position has been temporarily relieved of his/her regular duties to complete a special project approved by their supervisor; OR the workload has been temporarily increased; and;

(2) The employee is formally assigned to perform and actually performs duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment should normally include a written directive from the employee's Supervisor and;

(3) The employee is so assigned and actually works fifty percent (50%) of the assignment for a period of eight (8) consecutive working hours. If the employee is so assigned and actually works fifty percent (50%) of the assignment for a period of more than eight (8) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment. This does not include cross-training circumstances.

The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the city administrator for extenuating

circumstances. An extension of an out-of-class assignment beyond twelve (12) months must be approved by the City Council. The Union will be given notice of any such extensions.
The out-of-class rate of pay shall apply for that time actually worked in the higher class.

Periods of paid leave during the out-of-class assignment shall be compensated at the employee's regular rate of pay except when the assignment is for more than one month. When assigned for more than one month, the employee shall receive the out-of-class pay for leave taken during the out-of-class assignment.

24.8 If a person is hired, terminates or works only part way through a month, their pay will be based on their hourly rate of pay for the portion of the month worked.

ARTICLE 25 – HEALTH AND SANITATION

25.1 The Washington State rules and regulations covering health and sanitation shall prevail.

25.2 Upon employee request the Employer agrees to arrange an ergonomic review of the employees work station and make reasonable accommodations to ensure a healthy work environment.

ARTICLE 26 – SEPARABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this Agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 27 – MILEAGE ALLOWANCE

All employees required by the Library Director to use their private cars for official departmental business shall be compensated at the rate for such use as determined by the Internal Revenue Service.

ARTICLE 28 – DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with departmental rules and regulations including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

ARTICLE 29 – JOB DESCRIPTIONS AND RECLASSIFICATIONS

When work operations involving new or substantially changed requirements are established as determined by the Employer and such requirements are not adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Union beforehand.

ARTICLE 30 – CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this Agreement is that this Agreement and all working agreements shall be consistent with the personnel ordinances and that where it is found that the provisions of such an Agreement are in conflict with the personnel ordinance(s), that the language of the Agreement would become the basis for recommending an amendment of the ordinance(s).

ARTICLE 31 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of but not limited to the following:

31.1 The right to institute from time to time, work rules applicable to bargaining unit employees.

31.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.

31.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.

31.4 The right to discipline employees for just cause.

31.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.

31.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is inclusive of but not limited to life threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.

31.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

ARTICLE 32 – EMPLOYEE RIGHTS

Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the issue resolution procedure contained herein to protect their rights as set forth in this Agreement.

ARTICLE 33 – DEFINITION OF JOB TERMS

(1) Full-Time Employee – An employee working a full-time schedule of forty (40) hours per week.

(2) Part-Time Employee – An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked and applicable Local, State and Federal laws. The employee's portion of the insurance premium will be carried out by payroll deduction. Further, floating holidays will be credited on a pro-rated basis for the portion of the year worked.

(3) Provisional Part-Time Employee – An employee working a part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to their monthly work schedule.

(4) Temporary Employees – An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.

(5) Probationary Employees – The probationary period for employees shall be six (6) months or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.

ARTICLE 34 – NO SMOKING POLICY

The No Smoking Policy which was mutually agreed upon between the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 35 – DRUG AND ALCOHOL POLICY AND PROCEDURES

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 36 – SHARED LEAVE POLICY

The Shared Leave Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 37 – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2017, except as otherwise indicated, until December 31, 2020, except for contract language changes which shall be effective from the effective date of signature forward.

CITY OF CAMAS – CAMAS PUBLIC LIBRARY, WASHINGTON

Scott Higgins, Mayor

Date:_____

Pete Capell, City Administrator

Date:_____

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

Maureen Colvin

Maureen Colvin, Executive Secretary-Treasurer

Date: 10/24/17

John Goaring, Steward

Date:_____

MC/dmt
opeiu11/afl-cio

EXHIBIT "A"

2017 – WAGE SCHEDULE							
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Library Page	$2311.00	$2388.00	$2464.00	$2540.00	$2616.00	$2692.00	$2769.00
Library Assistant	$2935.00	$3032.00	$3129.00	$3226.00	$3322.00	$3419.00	$3516.00
Library Associate	$3388.00	$3500.00	$3611.00	$3723.00	$3835.00	$3946.00	$4058.00
Administrative Support Assistant	$3728.00	$3851.00	$3974.00	$4097.00	$4219.00	$4342.00	$4465.00
Circulation Services Specialist	$3728.00	$3851.00	$3974.00	$4097.00	$4219.00	$4342.00	$4465.00
Programming and Outreach Coordinator	$4966.00	$5130.00	$5294.00	$5457.00	$5621.00	$5785.00	$5948.00

2018 – WAGE SCHEDULE							
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Library Page	$2403.00	$2484.00	$2563.00	$2642.00	$2721.00	$2800.00	$2880.00
Library Assistant	$3052.00	$3153.28	$3254.00	$3355.00	$3455.00	$3556.00	$3657.00
Library Associate	$3524.00	$3640.00	$3755.00	$3872.00	$3988.00	$4104.00	$4220.00
Administrative Support Assistant	$3877.00	$4005.00	$4133.00	$4261.00	$4388.00	$4516.00	$4644.00
Circulation Services Specialist	$3877.00	$4005.00	$4133.00	$4261.00	$4388.00	$4516.00	$4644.00
Programming and Outreach Coordinator	$5165.00	$5335.00	$5506.00	$5675.00	$5846.00	$6016.00	$6186.00

Progression through the pay plan is subject to the provisions of Article 24 to this Agreement.
Hourly Rate Formula: 12 x Monthly Salary ÷ 2080 Hours