Fort Vancouver Regional Library

2026-2027

COLLECTIVE BARGAINING AGREEMENT

by and between the

Washington Public Employees Association
UFCW Local 365

and

Fort Vancouver Regional Library

EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 1, 2027

Washington Public Employees Association
WPEA
Est. 1956 | UFCW Local 365

Table of Contents

ARTICLE 1 - RECOGNITION 7
ARTICLE 2 - UNION SECURITY 8
2.1 Notification to Employees 8
2.2 Union Dues Deduction 8
2.3 Dues Collection Exceptions and Changes 8
2.4 Dues Cancellation 8
2.5 Indemnification 8
2.6 Status Reports 9
2.7 Bulletin Board 9
ARTICLE 3 - NON-DISCRIMINATION 10
ARTICLE 4 - UNION ACTIVITIES 11
4.1 Representation 11
4.2 Shop Stewards 11
4.3 Union Representatives 11
4.4 New Member Orientation 12
4.5 Union Communications 12
ARTICLE 5 - HEALTH AND SAFETY 13
ARTICLE 6 - SENIORITY 16
6.1 Seniority 16
6.2 Seniority Date 16
6.3 Seniority Calculation 16
6.4 Substitute Employee Seniority 16
6.5 Seniority Lists 16
6.6 Seniority Reinstatement 16
ARTICLE 7 - CLASSIFICATION 17
7.1 General Statement 17
7.2 Open Positions 17
7.3 Open Position Announcement 17
7.4 Open Position Posting 17
7.5 Open Position Bid Eligibility Criteria 17
7.6 Bidding Process 17
7.7 Trial Service Period 18

7.8 Realistic Job Preview 18
7.9 Reinstatement 18
7.10 Transfer of Position 19
7.11 Classification 19
7.12 Classification Structure 20
7.13 Position Review 20
7.14 Reallocation Appeal 20
7.15 Reallocation Determination 21
7.16 Reallocation Trial Service Period 21
ARTICLE 8 - REVERSION RIGHTS 22
ARTICLE 9 - COMPENSATION 23
9.1 23
9.2 Salary Schedule Adjustment 23
9.3 Union Substitute 24
9.4 Implementation of Steps in Pay Grade 24
9.5 Establishment and Adjustments of Step Increase Date(s) (SID): 24
9.6 Wage Progression through the Pay Grade 24
9.7 Wage Progression during a Performance Improvement Plan (PIP) 25
9.8 Wages upon Return to Bargaining Unit 25
9.9 Wage upon Initial Hire 25
9.10 Promotions 25
9.11 Involuntary Demotion 25
9.12 Voluntary Demotion 25
9.13 Sunday Premium 26
9.14 Bookmobile Driver Premium 26
9.15 Salary Review 26
9.16 Working Out of Classification 26
9.17 Travel 26
9.18 Multi-Lingual Skills 26
9.19 Multi-Lingual Duties 27
9.20 Multi-Lingual Testing 27
9.21 Multi-Lingual Premium Pay 27
9.22 Multi-Lingual Program Structure 27

9.23 One-time Retention Payments....28
ARTICLE 10 - HEALTH INSURANCE....29
ARTICLE 11 - RETIREMENT BENEFITS....31
ARTICLE 12 - HOURS OF WORK AND OVERTIME....32
12.1 Workweek....32
12.2 Workday....32
12.3 Schedule Change....32
12.4 Travel and Training....32
12.5 Additional Work....33
12.6 Overtime....33
12.7 Extra Hours....34
12.8 Split shifts....34
12.9 Remote Work....34
ARTICLE 13 - DISCIPLINE....35
13.1 Levels of Discipline....35
13.2 Notification of Potential Discipline....36
13.3 Just Cause Criteria....36
13.4 Discharge for Severe Misconduct....37
ARTICLE 14 - LAYOFF AND RECALL....38
14.1 Layoff Mitigation....38
14.2 Layoff Priority....38
14.3 Layoff Seniority....38
14.4 Layoff Sequence....38
14.5 Informal Options....40
14.6 Reinstatement and Recall....40
14.7 Layoff Notice....40
14.8 Recall Pool....40
ARTICLE 15 - COMPENSATED LEAVE....41
15.1 Holidays....41
15.2 Paid Holidays....41
15.3 Eligibility....41
15.4 Holiday Compensation....41
15.5 Personal Holiday....42

15.6 Leave for Faith or Conscience 42
15.7 Sick Leave 42
15.8 Sick Leave Eligibility 43
15.9 Sick Leave Accrual 43
15.10 Sick Leave Cash Out 43
15.11 Sick Leave Use 43
15.12 Sick Leave Payment 44
15.13 Sick Leave and Employee Expectations 44
15.14 Sick Leave Misuse 44
15.15 Occupational Injuries and Sick Leave 45
15.16 Reinstatement of Sick Leave 45
15.17 Vacation 45
15.18 Vacation Accrual 45
15.19 Vacation Payment 46
15.20 Leave Conversion 46
15.21 Leave Requests 47
15.22 Military Leave 47
15.23 Jury Duty Leave 47
15.24 Bereavement Leave 48
15.25 Inclement Weather 48
15.26 Emergency Closure Leave 48
15.27 Administrative Leave 49
15.28 Shared Leave Program 49
ARTICLE 16 - LEAVE WITHOUT PAY 50
ARTICLE 17 - MANAGEMENT RIGHTS 51
ARTICLE 18 - GRIEVANCE PROCEDURE 53
18.1 Grievances 53
18.2 Grievance Timing 53
18.3 Modifications 53
18.4 Resolution 53
18.5 Withdrawal 53
18.6 Resubmission 53
18.7 Grievance Requirements 53

18.8 Grievances Steps 54
ARTICLE 19 - STRIKES AND LOCKOUTS 56
ARTICLE 20 - PERFORMANCE FEEDBACK REVIEWS 57
ARTICLE 21 - PERSONNEL FILES 58
21.1 Personnel Files 58
21.2 Personnel File Review 58
21.3 Personnel File Access 58
21.4 Medical Files 58
21.5 Adverse Personnel File Content 59
21.6 59
21.7 Public Disclosure of Personnel File Information 59
ARTICLE 22 - LABOR & MANAGEMENT COMMUNICATION COMMITTEE 60
ARTICLE 23 - NEGOTIATION TEAM 61
ARTICLE 24 - STANDARDS FOR WORK PRODUCTION 62
ARTICLE 25 - STAFF DEVELOPMENT AND TRAINING COMMITTEE 63
ARTICLE 26 - AMENDMENT OF AGREEMENT 64
ARTICLE 27 - SAVINGS CLAUSE 65
ARTICLE 28 - ENTIRE AGREEMENT 66
ARTICLE 29 - TERMINATION AND RENEWAL 67
ARTICLE 30 - PERSON IN CHARGE (PIC) 68
30.1 Person in Charge (PIC) 68
30.2 Certification Selection 68
30.3 Training 68
30.4 Assignment 68
30.5 Expectations 69
30.6 Compensation 69
30.7 Supervisory Credit 69
ARTICLE 31 - DEFINITIONS 70

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for the unit as described in the Washington Public Employment Relations Commission Decision No. 2124; namely, regular full-time and regular part-time office, clerical and non-professional Employees, hereinafter referred to as "Employees." Excluded: All supervisors, professional librarians, and confidential Employees as defined by law, provisional part-time, substitute, and temporary Employees as permitted by law.

ARTICLE 2 - UNION SECURITY

2.1 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted Employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status and the Union security provision. The Employer will furnish the Employees appointed into a bargaining unit position with a dues authorization form.

2.2 Union Dues Deduction

When the Union provides written notice of an Employee's authorization for deduction of membership dues to the Employer, the Union has the right to have deducted from the Employee's salary an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period. The Employer agrees to deduct the membership dues or fees from the salary of Employees within thirty (30) days of receipt of the written notice from the Union of an Employee's authorization to the Human Resources office.

2.3 Dues Collection Exceptions and Changes

Should an Employee have no earnings in a pay period when dues are normally deducted, the Union shall be responsible for collecting dues from that person. The Union shall give the Employer thirty (30) days advance notice of any change in the amount of dues or fees to be deducted.

2.4 Dues Cancellation

In accordance with the terms and conditions of their signed membership card, an Employee may cancel the payroll deduction of dues by written notice to the Union. Once the Union notifies the Employer, every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll after receipt of the notice from the Union that the terms of the Employee's signed membership card regarding dues deduction cancellation have been met.

2.5 Indemnification

The Union and Employees agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees. Indemnification does not include the Employer's legal costs for representation.

2.6 Status Reports

The Employer will furnish digital reports to the main office of the Union, on a monthly basis, a notice of all changes to unit Employees and bargaining unit positions, including:

A. first and last name
B. home address(es)
C. email address(es)
D. phone number(s)
E. job classification(s)
F. full or part time status
G. salary range and step
H. work location(s)
I. whether the Employee(s) have been hired, rehired, retire, are laid-off, terminated or promoted to a job not included in the bargaining unit
J. any vacant positions in the bargaining unit, with a notation as to reason for vacancy and anticipated length

2.7 Bulletin Board

The Employer shall provide a bulletin board at each Library Branch or building for the Union's use in an area conveniently accessible to bargaining unit Employees. The Union will 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 3 - NON-DISCRIMINATION

3.1 There shall be no discrimination by the Employer or the Union against any Employee for belonging to the Union or engaging in legitimate Union activity.

3.2 Neither Party shall discriminate in matters of hiring, training, promotion, transfer, layoff, discipline, dismissal or otherwise because of age, gender, gender identity or expression, sex, marital status, race, creed, color, religion, national origin, political affiliations, sexual orientation or perceived sexual orientation, place of residence, the presence of any sensory, mental or physical disability, genetic information, obligation for service in the Armed Forces, or whether a disabled or Vietnam Era or other protected veteran, or because of the participation or lack of participation in Union activities, or any other status protected under applicable local, state or federal law, unless based on a bona fide occupational qualification in accordance with the provisions of RCW 49.60.180 and Title VII of the Civil Rights Act of 1964.

3.3 The Human Resources Director has been appointed the Equal Opportunity Officer and will be responsible for monitoring employment practices. Both parties agree that nothing in this Agreement will prevent an Employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.

3.4 It is the intent of the Parties that all Employees work in an environment where the dignity of each individual is respected. Harassment because of an individual's age, gender, gender identity or expression, sex, marital status, race, creed, color, religion, national origin, political affiliations, perceived sexual orientation, place of residence, the presence of any sensory, mental or physical disability, genetic information, obligation for service in the Armed Forces, or whether a disabled or Vietnam Era or other protected veteran, or other status protected under applicable local, state or federal law is unacceptable.

3.5 The Employer agrees to include coverage of sexual and other forms of harassment in its training and Employee orientation programs. The Employer agrees to include no less than two (2) Employees in an ongoing training committee to develop specific training programs, training schedule, and training evaluation methods.

3.6 All parties agree that the social and economic well-being of the organization is dependent upon healthy and productive Employees. Workplace bullying, abuse and harassment can create a hostile work environment and cause an Employee to be less productive and endanger their own health.

ARTICLE 4 - UNION ACTIVITIES

4.1 Representation

Upon request, Employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an Employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an Employee.

4.2 Shop Stewards

A. The Union will provide the Employer with a list of current shop stewards. The Union will maintain the list. The Employer will not recognize an Employee as a Shop Steward if their name does not appear on the list.

B. Shop Stewards will be provided reasonable time during their normal working hours to prepare for, travel to and from meetings, and perform their duties. Shop Steward duties may include, but are not limited to, investigation of grievances, or complaints which might become grievances; serving as a third-party witness on behalf of Employee(s) in grievance meetings with the Employer; communication with the Employer's representatives on behalf of Employees when requested by the Employee.

C. Shop Steward duties will be performed at reasonable hours upon first notifying the Employer and without unduly interfering with the progress of work. If an activity becomes time consuming and the Employer believes it is affecting the Employee's job, the Employer will contact the Union and a resolution will be negotiated.

4.3 Union Representatives

Authorized representatives of the Union shall have the right to investigate concerns with Employees at reasonable hours without unduly interfering with the progress of work. Union representatives, before visiting a FVRL worksite, must provide notification to the Library's Human Resources Director or the Executive Director's designee. The Union shall notify the Employer, in writing, of the names of their authorized Staff Representative and Shop Stewards. The Employer will notify the direct supervisor of Shop Steward designation. However, the Shop Stewards are responsible for notifying their direct supervisors of any time away from regular scheduled work time to perform union related duties as described in sub-section (A).

4.4 New Member Orientation

The Union and Shop Steward Team will be provided a list of all new Employees each month. Time will be allocated for a Union representative to meet with new Employees. This meeting may occur during the Employee's and the Union representative's work time. Forty-five (45) minutes will be allocated during the twice-monthly New Employee Orientation sessions for these meetings to occur.

The Employer agrees to provide each new Employee entering the unit with an informational packet, if provided by the Union.

4.5 Union Communications

The Employer and the Union agree upon the following regarding use of Employer-owned electronic communications equipment and digital platforms by bargaining unit Employees and WPEA representatives when applicable and appropriate:

A. Bargaining unit Employees may use the Employer's digital and communication resources for communications with WPEA representatives related to the administration of the Agreement as follows:
   1. WPEA representatives shall have the right to use the Employer's digital and communication resources for communications sent to bargaining unit Employees provided that the communications are related to administration of this Agreement. Mass distribution is limited to emails to wpeamembers@fvrl.org.
   2. Such use must not interfere with use of the equipment for library business purposes.
   3. Union-related electronic communications must comply with the Employer's policies and guidelines.
   4. Such use must not represent or suggest in any way that the communication is a library business communication.
   5. Any WPEA website or other union Internet access site will be the sole responsibility of WPEA.

ARTICLE 5 - HEALTH AND SAFETY

5.1 The workplace shall be in compliance with the standards set by the Washington State Department of Labor and Industries (LNI), and other applicable state and federal laws. The Employer acknowledges that the health and safety, of both Employees and patrons, is the first priority during any public contagion threat. All patron service plans, and the Employee duties that are assigned shall prioritize safety.

5.2 The Employer acknowledges its obligation to strive to provide a work environment that is safe, free from hazards, and environmentally responsible. This includes providing workplace air quality and temperatures in keeping with federal, state and local safety standards. If the indoor temperature reaches seventy-eight (78) degrees Fahrenheit in any location of a library building, the Employer will analyze the situation to determine if the building should be closed for the health and safety of staff and visitors. Employees assigned to work in areas of library locations where the temperature is sustained above seventy-eight (78) degrees for more than two (2) hours shall receive an additional ten (10) minute relief period.

5.3 The Employer acknowledges its obligation to invest in prevention and preparedness for emergency situations, and will conduct regular fire evacuation drills.

5.4 Employees will receive safety training on a monthly basis. Training will include training and discussions on earthquakes, active shooters, and building evacuations. This training may also occur during regular monthly staff meetings.

5.5 The Employer will also ensure that at least one (1) working AED is on each floor of each library building. Safety committees located at each branch may recommend the location of AEDs or the placement of additional AEDs.

5.6 The Employees have a duty to work in a safe manner, follow the Employers' safety rules and procedures, and to report unsafe conditions or acts to their supervisor or another supervisor if their own is not available.

5.7 The Employer has the responsibility to investigate the condition or act as promptly as possible and to take any necessary corrective action.

5.8 Within ten (10) days of when the unsafe condition or act is reported to the supervisor, the Employer will either take any necessary action to correct the unsafe condition or inform the Employee what steps are being taken to investigate and determine what action, if any, is necessary to correct the unsafe condition. If the Employee believes, in good faith, that the situation is not being adequately addressed in that time period, the Employee may contact the Human Resources Director and WPEA.

5.9 All grievances under this article shall begin at Step 2 of Article 18, but will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries.

5.10 When an Employee believes, in good faith, that circumstances exist that constitute

recognized hazards that are causing or are likely to cause death or serious injury, the Employee shall report the circumstances immediately to their supervisor or, in the supervisor's absence, to the Human Resources Director. No Employee shall be required to continue working under such circumstances.

5.11 In the event recognized hazards exist, and if other suitable work in the Employee's job classification is available, the Employee will be assigned other duties no later than the beginning of the next workday. The new assignment will continue until such time as the safety hazard is investigated and necessary corrective action is taken. If no other suitable work is available in the Employee's job classification, the Employee may be reassigned to other available duties, provided that the Employee shall be paid per Article 9.15.

5.12 There will be no retaliation against an Employee who, in good faith, refuses to work or files a grievance pursuant to this article.

5.13 The Employer will provide a Safety Boot Allowance of two hundred and twenty-five dollars ($225). Employees will be eligible for the Safety Boot Allowance every 12 months, calculated from date of submission for reimbursement.

Safety footwear eligible for reimbursement must meet the following requirements:

1. Metal, aluminum or composite toe cap;
2. Electrical hazard (EH) rated for protection against electrical shock in dry conditions up to 600 VAC;
3. Puncture resistant protective plate in the midsole; and
4. Manufacture's label indicating meeting ASTM F2413-18 or newer performance standards

Employees under safety-sensitive classifications are required to wear safety boots when performing certain job duties. Failure to do so may result in disciplinary action. Employees regularly assigned to the following job classifications are eligible for the Safety Boot Allowance: Maintenance Assistant/Courier, Maintenance Assistant/Grounds, Facilities Assistant, and Facilities Specialist.

5.14 The Employer agrees to strictly follow the guidelines of all Safety Data Sheets (SDS) in order to avoid misusing hazardous products, protect Employees' health and safety, and ensure compliance. The Employer also agrees to use no materials that are harmful to the Employee's health, for example Volatile Organic Compounds (VOC).

5.15 If an Employee is required to work away from their assigned work location and outside of normal building hours, they will be allowed to take equipment home with them and return it the next work day rather than returning to the worksite after hours and by themselves, to return the equipment.

5.16 If a worker is exposed to any kind of abuse by a library visitor, the worker has a right to excuse themselves, leave the situation, and inform their supervisor or the Person in Charge of the incident. The Employee will not be subject to discipline for excusing themselves, unless it is in the Employee's job description to ensure safety in the workplace and their departure would cause undue danger to others. Upon request, the Employee will ensure that the Employee has access to a Union representative or Shop

Steward to support them in navigating the situation.

If the offending visitor is a patron, the Employee may also recommend that the patron be excluded from the library. The Employer will respond to a recommendation to exclude the offending patron one (1) business day upon receiving the recommendation. If the offending visitor is not a patron, the Employer will seek accountability for the offense through other existing avenues.

ARTICLE 6 - SENIORITY

6.1 Seniority

Seniority is the length of cumulative years of employment of an Employee with the Employer.

6.2 Seniority Date

An Employee's seniority date is identical to initial date of hire unless adjustment is required for the following:

A. Leaving the bargaining unit
B. Any year of substitute work where the Employee does not meet or exceed 350 hours

In these cases, seniority dates will be adjusted forward on a day-for-day basis.

6.3 Seniority Calculation

Seniority shall accrue based on years of paid service for bargaining unit work. Partial years of service shall be calculated as a percentage of annual accrual. Seniority is considered a cumulative calculation of all seniority accrued both in regular and union substitute status. Leave without pay will not affect seniority calculation.

6.4 Substitute Employee Seniority

FVRL substitute employees who meet the 350-hour annual minimum hours worked to qualify for Union Substitute Employee status in the following year shall accrue one (1) year of seniority for each year they qualify. This adjustment will be effective on January 1 of the qualifying year and the adjustment will be reflected on the January seniority list.

6.5 Seniority Lists

A seniority list shall be adopted by reference to the above definition. The seniority list shall be updated annually in January for posting on Union bulletin boards, electronic sources and also upon official request.

A digital copy will be provided to the Union's Headquarters office each January and upon official request.

6.6 Seniority Reinstatement

Employees who exit the bargaining unit shall have three (3) years from departure to return to the bargaining unit. These Employees shall have their previously accumulated seniority, adjusted for the length of their absence from the bargaining unit reinstated, per Article 6.3.

ARTICLE 7 - CLASSIFICATION

7.1 General Statement

Both parties agree that the goal when filling open positions is to be fair and equitable. In order to achieve this goal, it is important to have consistent hiring practices in place.

7.2 Open Positions

All open positions in the bargaining unit, whether new or vacated, of seven (7) hours or more per week, will be announced first to Employees.

7.3 Open Position Announcement

The announcement of any new or vacant position will include the position title and the application deadline, specifying both the date and time.

7.4 Open Position Posting

A. All open positions shall be posted electronically for seven (7) calendar days, unless otherwise approved in writing by the Union.
B. An announcement of the posting will be sent to all Employees, via email, on day one (1) of the posting period.

7.5 Open Position Bid Eligibility Criteria

Employees who apply for a position during the posting period will be considered if all of the following conditions are met:

A. They meet the minimum qualifications for the position.
B. Have not received a suspension without pay in the past twelve (12) months.
C. They have fewer than fourteen (14) days remaining on any active Performance Improvement Plan (PIP), and documentation from the most recent PIP review period indicates the employee is meeting expectations.

Employees who meet the criteria above and are on a Performance Improvement plan are eligible to apply, but may not move into the position until the Performance Improvement plan is resolved. If the current Performance Improvement Plan is not successfully completed, the Employee is no longer eligible for consideration for the position.

7.6 Bidding Process

At the end of the posting period, eligible candidates who have applied during the posting period will be considered in the following order

A. Lateral Transfer

The Employer will award the position to the most senior bidder who meets the definition of a lateral transfer. In the event that there is a tie in seniority status, the successful

candidate will be determined based on a coin toss.

B. **Promotions, Non-Lateral Movement and Demotions**
If there are no successful lateral transfer candidates within the initial posting period, the remaining qualified candidates, as outlined in 7.5 above, will be considered. This may include those who meet the definition of promotion, non-lateral movement, or voluntary demotion.

Some recruitment processes may include skills assessments. Skills assessments will be scored and a passing point established. The passing point will be established by mutual agreement between the Union and the Employer. Candidates who have previously passed the skills assessment will not be required to retake the assessment unless it is changed. Qualified promotional candidates will be interviewed and those with the two (2) highest scores will be considered. Of those two, the position will then be awarded to the candidate with the highest seniority. In the event that there is a tie in seniority status, the successful candidate will be the candidate who achieved a higher assessment score. If there is a tie in both seniority status and the assessment score, the successful candidate will be determined based on a coin toss.

7.7 Trial Service Period

Current union members in their trial service period, as defined in Article 31, shall retain all rights of regular status Employees except for the right to grieve their trial service status.

7.8 Realistic Job Preview

The hiring supervisor will offer a voluntary realistic job preview to the successful bidder. The successful bidder will have the opportunity to tour the work facility, get to know potential co-workers, understand daily job tasks and supervisor expectations, and ask any questions before accepting the position.

7.9 Reinstatement

During the trial service period, should the Employer decide the Employee is not performing satisfactorily, they shall be:

A. By mutual agreement between the Employee and Employer, reinstated to a vacant position of the same classification and number of hours within the Employee's former administrative unit or community branch, which they have the skill and ability to perform. If no such agreement can be reached, then,

B. By mutual agreement between the Employee and Employer, reinstated to a vacant position of the same classification and number of hours, which the Employee has

the skill and ability to perform, within the organization as a whole. If no such agreement can be reached, then,

C. Bumped to the Employee's former position. If it has been abolished, the hours have been reduced, it has been reclassified, or the reverting Employee does not have the skill and ability currently required by the position, then,

D. Bumped into the position of the same classification and with hours the same as the original FTE within the Employee's former administrative unit or community branch, which the Employee has the skill and ability to perform, occupied by the least senior Employee, provided that the Employee reverting is more senior than the Employee being bumped. If this situation does not exist, then,

E. Bumped into the position of the same classification and with hours the same as the original FTE, which the Employee has the skill and ability to perform, occupied by the least senior Employee within the organization as a whole (meeting the existing distance requirements as stated in Section 7.11 of this Article). If no position exists which is occupied by an Employee less senior than the reverting Employee, then,

F. Apply the terms of this section, beginning with 7.10(A), for the next lower classification in which the Employee previously has held regular status. In the above procedure, skill and ability will be determined in a fair and equitable manner. Employees being bumped according to this article shall have bumping rights as outlined above.

7.10 Transfer of Position

The Employer agrees not to transfer Employee(s) beyond a reasonable commuting distance of twenty-two (22) miles unless agreed to by the Employee.

7.11 Classification

The Employer will ensure that all bargaining unit positions have a complete and comprehensive job description. All job descriptions for bargaining unit work will be written in a standardized format. The formal job description shall include:

A. Classification title
B. Division
C. Department
D. Bargaining unit representation
E. FLSA Status
F. Pay grade
G. Essential functions
H. Additional duties and responsibilities of the job classification
I. Required knowledge, skills and abilities

J. Education and experience

The listing of essential and additional duties should be accurate, current, specific, and comprehensive.

7.12 Classification Structure

The Employer will review and update all job descriptions for bargaining unit work at least once every four (4) years. The Employer will ensure that any WPEA position(s) reviewed as part of a market analysis will have a current job description.

The Employer will provide to the Union in writing any proposed changes to a job description, including those for newly created job classifications. Prior to any changes being implemented the Union will be sent a copy of the proposed changes. Upon request of the Union, the Employer will meet to discuss the changes or notify HR of a request to bargain the effect(s) of a change to an existing or newly proposed job classification. The Employer will notify the Union when a position is being reallocated to a job classification that is excluded from the bargaining unit covered by this Agreement.

7.13 Position Review

An individual Employee who believes that their position is improperly classified may initiate a review by emailing a written request to the HR Director, and the Union. The request should include:

A. A brief listing of their duties and time spent performing them,
B. Length of time they have been doing these additional or alternative duties,
C. Proposed job classification these duties best fit into, and
D. Their rationale for why they believe this is work not included in their current job description.

The Employer will acknowledge receipt of the written request by email. Within seven (7) business days of receipt, the HR Director will review the Employee's work in comparison to the reallocation request for accuracy. Within fourteen (14) business days of the review the HR Director will provide a written approval or denial of the request for position reallocation and communicate the decision to all parties.

7.14 Reallocation Appeal

In the event the Employee disagrees with a reallocation decision, they may request a review of the decision by emailing the Executive Director within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Employer will acknowledge receipt of the appeal request by email. The Employer will have fourteen (14) business days from receipt of the appeal to conduct their review and issue a determination.

7.15 Reallocation Determination

The effective date of a reallocation resulting from an Employee request for a position review is the date the written request was filed with the Employer.

7.16 Reallocation Trial Service Period

A. When a position is reallocated to a higher job classification based on the incumbent performing the duties of the higher job classification for at least five hundred and twenty (520) working hours, no trial service period will be required.

B. When a filled position is assigned duties that result in the position moving to a higher job classification, the incumbent will serve a five hundred (520) working hours trial service period if they have not held regular status in the job classification in the past.

ARTICLE 8 - REVERSION RIGHTS

8.1 The Employer agrees that no Employee may revert into a bargaining unit without previous regular status in the unit.

8.2 Any Employee who reverts into the bargaining unit because of elimination of position or reclassification of position downward shall be offered bumping rights based on seniority and ability to do the work. The reversion procedure shall be the same as for layoff.

8.3 An Employee may voluntarily revert within thirty (30) days of appointment as long as an appointment has not been made to the previous position.

8.4 An Employee who reverts back to the bargaining unit, into the same classification, will be placed in the pay grade and step they were in previously.

8.5 If the Employee did not have a step on the pay grade when departing the bargaining unit, they will be placed in the step which is closest to their wage rate upon departure. These will be subject to the ten percent (10%) wage increase referenced in Article 9.3. This wage increase will not be retroactive, but will be effective upon their new date of hire.

ARTICLE 9 - COMPENSATION

9.1 The following changes shall be effective the first pay period following ratification of this agreement by the Union and approval by the Board of Trustees.

If this Agreement is ratified by the Union on or before May 10, 2026, all Employees covered by this Agreement who are actively employed as of the date of approval by the Board of Trustees shall receive retroactive pay for all base wages earned between January 1, 2026, and the effective date of implementation set forth in the paragraph above, excluding premiums, differentials, and other forms of additional compensation, and subject to standard payroll deductions and withholdings. These payments shall be paid no later than July 15, 2026.

A. **Job Classification Pay Grade Assignment**
The assigned pay grades for each job classification shall be revised as set forth in Appendix A

B. **Pay Grade & Step Schedule**
The Pay Grade and Step Schedule shall be updated as provided in Appendix B. Future adjustments to the Pay Grade and Step Schedule shall maintain the following: Each pay grade shall represent a five percent (5%) increase from the first step in the preceding pay grade.

Within each pay grade, each step shall represent a two and one-half percent (2.5%) increase from the preceding step within the same pay grade.

C. Implementation of Pay Grade & Step Schedule
Upon the effective date of this new Pay Grade & Step Schedule, Employees shall be placed at the same step and shall not incur a reduction in pay.

With this adjustment all Employees will receive no less than an increase of three percent (3%).

Employees in the following job classifications will advance two (2) steps: Integrated Library Systems, IT Specialists and IT Senior Assistant.

9.2 Salary Schedule Adjustment

A. Effective January 1, 2026, the WPEA Classification Structure and Pay Grades will be updated as indicated in Appendix B.

B. Effective January 1, 2027, the Pay Grade minimums for Step 1 of Grade A will receive a four percent (4%) increase.

Any Employee whose regular pay rate is higher than their assigned pay grade maximum and will not receive an increase as a result of the 2027 Salary Schedule adjustment will receive a ($1,000) stipend.

9.3 Union Substitute

Employees holding union substitute status shall be paid no less than the first step of the pay grade assigned to the Public Services Assistant job classification.

Employees with union Substitute status shall receive the following pay rate increases. These increases shall not result in a rate of pay exceeding the maximum of the employee's assigned pay grade.

A. Upon the effective date outlined in Article 9.1, Employees who were in Union Substitute Status effective January 1, 2026 will receive a three percent (3%) wage increase.
B. Employees who are Union Substitute status as of January 1, 2027 will receive a wage increase equivalent to the salary structure adjustment outlined in Article 9.2.

9.4 Implementation of Steps in Pay Grade

A. No later than 30 days following ratification by the Union and approval by the Board of this Agreement, Human Resources will inform each regular Employee of their SID. Regular Employees' SID shall be the same as their Job Classification Start Date, as identified in FVRL's Human Resources Information System.

9.5 Establishment and Adjustments of Step Increase Date(s) (SID):

All regular Employees Step Increase Date (SID) shall be their initial date of hire, except as otherwise provided in this Article.

A. If at any time, the Employee promotes to another job classification, the SID will be reset to the effective date of the promotion.

B. Neither mandatory nor voluntary demotions will result in an adjustment of the SID.

9.6 Wage Progression through the Pay Grade

A. Employees who are hired or promoted at the minimum step of the Pay Grade will receive a two (2) step increase following completion of the twelve (12) months of continuous employment in the position, and an additional two step increase following 24 total months of continuous employment in the position.

B. Employees hired or promoted above the minimum step of the Pay Grade will receive a two (2) step increase following completion of the first twelve (12) months of continuous employment in the position.

C. Except as provided above, all Employees will receive a one-step increase annually, on their Step Increase Date, until they reach the top of their pay grade.

9.7 Wage Progression during a Performance Improvement Plan (PIP)

A. Employees who are subject to a Performance Improvement Plan (PIP) on their SID shall not receive their annual step increase until they have fully met the goals of their PIP, as determined by FVRL.

B. If an Employee fully meets the goals of their PIP within six months of their SID they will receive their SID step increase, retroactive to their SID.

C. If the Employee fully meets the goals of their PIP more than six months after their SID they will advance to the next step upon their next SID.

9.8 Wages upon Return to Bargaining Unit

Previous experience as an Employee of FVRL will be credited when an Employee is rehired into the bargaining unit in the allotted three (3) year timeframe, per Article 6.7 rehired Employees will be placed in the appropriate step on the WPEA Classification Structure and Pay Grade.

9.9 Wage upon Initial Hire

Previous experience within an industry appropriate to the classification will be considered when initially placing an Employee in a step on the WPEA Classification Structure and Pay Grades.

9.10 Promotions

Any Employee who promotes will receive the minimum rate of the new job classification Pay Grade in step A, or the step closest to but no less than one hundred and five percent (105%) of their current hourly rate, whichever is greater.

Should an employee promote to a job classification in which they previously held permanent status within three (3) years of the voluntary demotion, their previous placement will be restored.

9.11 Involuntary Demotion

Any Employees who are subject to an involuntary demotion shall have a rate of pay no less than their current wage or the top of the new Pay Grade if their current pay is higher.

9.12 Voluntary Demotion

Any Employee who participates in a voluntary demotion shall move to the pay grade assigned to their new job classification and remain in the same step as their previous placement

9.13 Sunday Premium

Employees required to work on a Sunday will receive an additional ten percent (10%) wage premium. This premium will also apply in cases where the overtime rate is applicable per Article 12.7.

9.14 Bookmobile Driver Premium

Employees who are responsible for driving a bookmobile during the course of their work shift shall receive an additional 12.5% premium pay for time spent driving and/or maintaining the vehicle. Such premium pay shall begin when the Employee removes the bookmobile from its storage location and shall continue until the vehicle is returned and secured.

Where operation of the bookmobile constitutes fifty percent (50%) or more of an Employee's scheduled shift, the premium pay shall apply to the Employee's entire shift.

9.15 Salary Review

The Employer commits to conducting a salary review for the purposes of obtaining information as to whether the organization's current compensation structure, policies and practices are effective and in need of adjustment, in advance of renegotiation of this collective bargaining agreement.

9.16 Working Out of Classification

An Employee authorized to perform the job functions of a higher job classification for one (1) hour or more in their shift shall receive the beginning rate of pay for that job classification or one hundred and five percent (105%), of the current hourly rate, whichever is greater, for the time worked at the higher classification. Employees who voluntarily participate in a staff exchange program will not receive any change in compensation.

9.17 Travel

Any Employees who are approved to travel in their personal vehicles for work purposes will be compensated mileage at the Internal Revenue Service (IRS) rate. All Employees will use an Employer-provided vehicle if available and provided in a timely manner before using their personal vehicle.

9.18 Multi-Lingual Skills

To better serve the communities in the district, the Employer will identify the languages other than English that have a patron base which would benefit from services in their primary language. The Employer will designate specific positions in a job classification at relevant locations for the requisite language.

9.19 Multi-Lingual Duties

Multi-lingual duties will be limited to interpretation during basic patron interactions and communications. Certified multi-lingual Employees may be expected to interpret for other Employees or to review previously developed Employer materials to provide feedback for translation accuracy.

If the Employer identifies the need for a specific position in a job classification to perform the essential functions of the position in a language other than English, for 51% or more of their total scheduled work time, the Employer will create a job description for this new position outlining the specific duties requiring the multi-lingual language skills to be performed. These language-specific positions will be paid at a premium which is fifteen percent (15%) greater than the position in the job classification without the multi-lingual requirements.

9.20 Multi-Lingual Testing

A. Employees must demonstrate verbal and/or written fluency in the requisite language on a certified test conducted by an approved outside vendor.
B. Language certification testing will usually take place during the Employee's normal work hours. The Employer will provide adequate equipment to ensure that the Employee can take the certification test.
C. If an Employee receiving multi-lingual premium pay promotes, transfers, or demotes to a position where the District has determined the language skill is not needed, or voluntarily withdraws from the dual language pay program, or after a regular review by the District of the continued need for the language at the specific location the District determines it is no longer a benefit to patrons, the Employer will discontinue the multi-lingual premium pay. The Employer agrees not to pressure any Employee to voluntarily withdraw from the dual language pay program.

9.21 Multi-Lingual Premium Pay

For each language in which an Employee is certified and has been identified by the Employer as being needed at their work location to perform basic patron interactions and communications, the Employer will pay an hourly premium of five percent (5%) of the Employee's base pay.

9.22 Multi-Lingual Program Structure

A. The Employer will inform all new Employees of the Multi-Lingual Program and how to apply if they have the requisite skills. The Employer will inform existing Employees of the Multi-Lingual Program by work email, once per calendar year, as a reminder.
B. The Employer shall establish and maintain a list of all Multi-Lingual Program Employees, their qualified languages, and their work location.
C. The Employer will provide name tags or tag accessories that identify the Employee as a speaker of a language other than English.

9.23 One-time Retention Payments

The Employer recognizes the value and institutional knowledge that long tenured Employees provide FVRL. For the duration of the contract, Employees may receive up to two one-time retention payments when they meet the following requirements:

- Employees who have reached the maximum rate in their pay grade (step 15) as of December 31, 2026 and December 31, 2027
- If an Employee resigns their employment with The Employer within three (3) months of receiving the payment, the Employee will be required to repay it, less withholdings.
- Employees may decline this incentive by notifying the Employer prior to December 31 of each year.

Payments for Employees meeting the eligibility requirements as of December 31 shall receive their retention payment on the first pay date of the following January. Only one payment will be received each year.

Continuous Years of Service	Retention Payment
10 through 20	$750
21+	$1,000

ARTICLE 10 - HEALTH INSURANCE

10.1 For the 2026 benefit plan year the Employer will maintain the provisions of Article 10 and the benefits as outlined for the 2025 benefit plan year.

10.2 For the 2026 benefit plan year the Employer will provide group medical, dental, and vision insurance coverage according to the following eligibility provisions:

A. Employee-only coverage to regular Employees working twenty (20) or more hours per week; and
B. Full-family coverage to regular Employees working thirty (30) or more hours per week.
C. Employees that fall under subsection (A) above may elect to cover additional family members at the Employee's own cost.

10.3 If the insurance carrier will allow it, regular Employees not eligible under the conditions of 10.2 may participate in any combination of medical, dental, and vision coverage for themselves or other family members by authorizing payroll deductions for the full cost (100%) of the premium(s).

10.4 Prior to changing insurance carriers or accepting any substantial changes in the existing package from the current carrier, the Employer will notify the Union of potential changes at least ninety (90) days in advance of the deadline for its decision (or within five (5) business days if the Employer receives less than ninety (90) days' notice from the carrier) and begin negotiations if the Union so requests. If the Union has not agreed to keep Employees in the same program as other Employees no later than thirty (30) days prior to the Employer's deadline for signing the new contract(s) for benefits, the Employer and the Union shall negotiate separate benefit contract(s) for Employees.

10.5 The Employer will provide regular Employees with a wellness program administered by a third party.

10.6 Regular Employees will be provided health insurance through a Kaiser Permanente Health Plan. Clark county-based Employees will participate in the Kaiser Permanente HMO or HDHP plans. Skamania and Klickitat based Employees will be provided health insurance through Kaiser Permanente Added Choice PPO or HDHP plans.

10.7 Medical insurance premium payments, and vision when not combined with medical, will be determined using a blended rate calculated by combining the costs for the HMO and PPO plans and distributing that cost equally across the participating Employees.

For a HMO or PPO plan, the Employer will pay the following:

A. For Employee only: 95% of the premium cost per month

B. For Employee plus dependents: 90% of the premium cost per month

For a High Deductible Health Plan with a Health Savings Account, the Employer will pay the following:

For Employee only HDHP/HSA coverage:
A. 95% of the HDHP premium cost per month; and,
B. $2,000 annually into HSA account, in 12 monthly installments

For Employee plus dependents HDHP/HSA coverage:
A. 90 % of the HDHP premium cost per month; and,
B. $4,000 annually into HSA account, in 12 monthly installments

10.8 The Employer will pay the monthly HSA account maintenance fee.

10.9 The Employer will provide, vision, long-term disability, and Employee life insurance and pay 100% of the premiums. If the Washington Paid Family Medical Leave plan is eliminated the Employer will reinstate a Short-Term Disability policy comparable to the previous policy.

10.10 For dental insurance the Employer will pay the following:
A. For Employee only: 100% of the premium cost per month
B. For Employee plus dependents: 90% of the premium cost per month

10.11 The Employer will provide a section 125 tax deferred, Flexible Spending Account benefit to allow Employees to make premium contributions on a pre-tax basis.

10.12 If, for a specific year during the life of this Agreement, another FVRL bargaining unit receives any improvements in cost share for benefits in excess of any of the agreed-upon cost share as provided above, bargaining unit members will receive an equivalent cost share agreement. This section will only apply to medical or dental cost share agreements for identical medical or dental plans between bargaining units.

ARTICLE 11 - RETIREMENT BENEFITS

11.1 The Employer shall make Employer pension contributions to the Public Employees Retirement System for all eligible Employees.

11.2 Employee eligibility is determined by the requirements of the Public Employee Retirement System as administered by the Washington State Department of Retirement Systems.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.1 Workweek

A. A normal full-time workweek will be five (5) consecutive days. All other work schedules may be established by mutual agreement between the Employer and the Employee.

B. An alternate workweek of four (4) ten-hour days may also be established with the mutual agreement of the Employee and Employer. No shift will exceed ten (10) hours. These ten (10) hour shifts are not subject to split shifts unless requested by the Employee.

C. For scheduling and payroll purposes, the "workweek" is defined as Sunday through Saturday. The Employer will maintain a regular and consistent work schedule.

D. All floater Employees will receive their schedule the Friday prior to the scheduled workweek.

12.2 Workday

A. **Meal Period**
No Employee will be scheduled to work more than five (5) consecutive hours without a meal period. Meal periods shall be no less than thirty minutes (30) and up to one (1) hour.

B. **Relief Period**
Employees will receive one (1) fifteen (15) minute relief period for each four (4) consecutive hours worked. Relief periods will be scheduled approximately midway through each four (4) consecutive hours worked.

Employees working eight (8) consecutive hours, excluding the scheduled meal period, will receive two (2) fifteen (15) minutes relief periods. Relief periods will occur approximately midway during each of the first and second half of the shift.

12.3 Schedule Change

All Employees, except designated floaters, will receive fourteen (14) calendar days advance notice of a schedule change in their regular work schedule. The notification period may be waived upon mutual agreement between the Employee and supervisor.

12.4 Travel and Training

A. All Employees will be given no less than fourteen (14) days' notice of Employer required trainings and conferences, unless waived by mutual agreement.

B. Employees traveling to and attending a conference, training session, or school, in or out of the library district, at the direction of the Employer, will be compensated for all hours worked, including travel time. Employees who are away overnight or traveling out of area shall be compensated for time spent traveling from their home until they reach their destination. The Employer may provide the Employee a schedule change during the workweek of training to provide for sufficient time off and to control overtime.

C. Employees who are using their own vehicle to travel for work purposes will be compensated at the Internal Revenue Services (IRS) mileage rate.

D. When working for FVRL at a location other than their regular duty station and using a personal vehicle, Employees will be paid mileage to and from the location (calculated from their regular duty station, even if the Employee travels to / from their home for this work). This does not apply to Employees voluntarily working extra hour shifts.

12.5 Additional Work

A. Except in emergencies or for training sessions and conferences as described in 12.4 that have been previously scheduled, no Employee will be required to work on a scheduled day off.

   If an Employee is asked and agrees to work on a scheduled day off, management agrees to work with the Employee to provide a schedule change which may include alternative days off within the same workweek. Such a change will not result in overtime or the Employee working less than their schedule number of hours in the workweek.

B. Employer initiated meetings may only be considered mandatory when they fall within the Employee's scheduled shift.

12.6 Overtime

A. All time worked or compensated for by the Employer and performed by the Employee in excess forty (40) hours per week will be paid at the rate of one and one-half (1 1/2) times the Employee's regular rate of pay. For overtime computation purposes this includes paid holidays, sick leave, vacation leave, or other compensated leave, provided that any vacation leave taken and compensated in the week was approved prior to accepting overtime work.

B. Scheduled non-emergency overtime will be distributed on the basis of job classification and seniority. The Employer will offer such overtime to the most senior eligible Employee in the job classification who is qualified to perform the job duties within the branch or work unit. When the Employee chooses not to work overtime,

the Employer shall make a reasonable effort to offer the overtime work in descending seniority order to other Employees in the job classification. In the event there are no volunteers, the least senior Employee(s) will be required to work the overtime.

C. Employees working a four (4) day, ten (10) hour shift, or a mutually agreed shift adjustment, will be eligible for overtime after working in excess of forty (40) hours per week.

D. In lieu of overtime pay, an Employee may request compensatory time off equivalent to one and one-half (1 1/2) times the actual overtime hours worked. When compensatory time is granted by the Employer, compensating time may be accrued to a maximum of 24 hours or more if approved. Scheduling of compensatory time off will be by mutual agreement between the Library and the Employee.

12.7 Extra Hours

A. The Employer will offer regular part-time Employees extra hours, on the basis of skill, ability, availability and seniority prior to hiring a substitute Employee from outside the bargaining unit. Extra hours will be offered to eligible part-time Employees within the branch first.

B. On a monthly basis, the WPEA Leadership Team and assigned WPEA Staff Representative will receive a report that shows the requests for substitutes by branch, classification, date, number of hours and rationale for the request. This report will be emailed to FVRLLeadershipTeam@WPEA.org.

12.8 Split shifts

Employees will not have a split between working hours of longer than one and one-half hours except by mutual agreement.

12.9 Remote Work

Management will determine if Employees will be permitted to work remotely if their duties can be done remotely. Management will document in each bargaining unit position's official job description which work duties they have determined can be done remotely. The Employer will provide the appropriate equipment for the worker to accomplish their work remotely, unless the Employee would prefer to use their own equipment. If an Employee chooses to use their own equipment, the Employer will provide appropriate information about the Employee's responsibilities per the Washington State Public Records Act and will provide information about the Employee's responsibilities for confidential patron information.

ARTICLE 13 - DISCIPLINE

13.1 Levels of Discipline

The Employer agrees to make certain that Employee expectations are clear, attainable and the Employee has been given all the tools and resources to be successful.

The Employer may discipline or discharge any post-probationary Employee for reasonable and just cause in a manner appropriate to the nature and severity of the problem and designed to achieve correction and avoid recurrence. In cases where the Employer's investigation of a possible disciplinary action involves interviewing an Employee whose status may be affected, the Employee shall first be advised of the right to have a Union representative present. In such cases, the Employee shall be allowed reasonable time to arrange for Union representation prior to the interview being initiated by the Employer.

Coaching and informal counseling are often effective means of communication before formal counseling or discipline begins. Before an oral warning is issued, an employee must be forewarned of the potential consequences of their conduct or performance. When this forewarning is provided during coaching or informal counseling, the employee will receive a written summary of the coaching discussion, which may be provided electronically. Coaching summaries will not be considered a written warning as outlined in B below.
If after an Employee has been forewarned of the possible consequences of their conduct or performance and the problem still exist, the following shall be followed in a progressive manner, unless the parties mutually agree otherwise in writing.

A. **Oral warning.** After coaching and informal counseling occurs as described above, an oral warning shall be issued. The oral warning will not be considered disciplinary action and documentation of such will not be placed in the Employee's personnel file, unless attached to subsequent discipline that was issued within one (1) year.

B. **Written warning.** A written warning shall be issued to the Employee by their supervisor when an Employee demonstrates an undesirable trend in performance or conduct which requires corrective action. A copy of such notice shall be placed in the Employee's Personnel file, and a copy sent to the Union. In the event an Employee's performance or conduct has been maintained at an acceptable level for one (1) year following the date the written notification was issued, the written documentation shall be automatically removed from the Employee's Personnel file

C. **Suspension without pay.** Suspension without pay may not be for more than five (5) working days.

D. **Discharge.** It is recognized and agreed that the Employer has the right to discharge an Employee for just cause. Should an Employee fail to correct the undesirable performance or conduct or in the event of a serious offense as enumerated in Article 13.4 below, the Employee may be discharged. Other steps may be considered prior to discharge, such as demotion or reduction of pay.

13.2 Notification of Potential Discipline

At least six (6) calendar days in advance of any interview or hearing related to potential discipline under subsection (a), (b), (c), or (d) of Article 13.1, the Employee and the Union representative shall be given a description of the problem and copies of any documents the Employer will use in the interview or hearing. To the extent possible, prior to the interview or hearing, the Employee or the Union representative will give the Employer copies of any documents the Employee or the Union representative will use in the interview or hearing. This does not preclude a meeting with the Employee and/or the Union representative for the purpose of sharing such information. The Employer and the Union recognize that, unless adequate protections are assured, it may be necessary to withhold certain information to maintain the safety of persons and/or preserve the integrity of the investigation. The Employer and Union further recognize that the Employer cannot discipline the Employee without obtaining all the facts and allowing an opportunity for a response.

13.3 Just Cause Criteria

The criteria for determining standards for just-cause discipline and dismissal shall include, but may not be limited to, the following considerations:

A. That the Employee was forewarned of the possible consequences of their conduct or performance and clear expectations have been discussed and acknowledged by all parties.

B. That the rule, order, and expectation is reasonable and directly relates to business operations and to the performance or conduct the Employer might properly expect of an Employee.

C. That efforts were made to determine if the Employee disobeyed a rule or order.

D. That the investigation was fair and objective.

E. That there was satisfactory proof of misconduct.

F. That the rules were applied without discrimination.

13.4 Discharge for Severe Misconduct

No prior warning, oral warning, written notification, and/or suspension, shall be necessary if the cause for discharge is criminal conduct on the job or when a thorough investigation determines the misconduct is severe in nature, at which time, the Union will be notified of the decision to discharge an Employee immediately.

ARTICLE 14 - LAYOFF AND RECALL

14.1 Layoff Mitigation

The Employer will maintain a workforce capable of doing the work necessary to perform its responsibilities. If, because of a lack of funds and/or a lack of work, it becomes necessary to reduce its workforce, the Employer will attempt to reach such reduction through attrition and curtailment of hiring. Job sharing, unpaid leaves of absence, transfer, and early retirement represent other possible alternatives which may be considered. The Employer shall notify the Union prior to implementing layoffs. The parties shall meet to discuss possible alternatives within ten (10) working days of the Union being notified. Both parties agree there may be subsequent meetings.

14.2 Layoff Priority

Temporary Employees and probationary Employees in impacted job classifications will be terminated prior to a regular Employee being subject to layoff.

14.3 Layoff Seniority

A. Application of the principle of seniority shall apply in the case of layoff, or recall, provided that the Employee has the skills and abilities to do the work as determined in a fair and equitable manner.

B. In the event of layoff, the least senior Employee within the job classification to be reduced, as defined above, shall be the first laid off.

14.4 Layoff Sequence

A. Employees who are laid off or bumped from their positions shall be provided the following employment options, in descending order, one progressively lower level at a time:

B. For Clark and Cowlitz Counties:

1. A vacant position of the same job classification and number of hours within the Employee's current location, which the Employee has the required skills and abilities to perform.

2. A vacant position of the same classification and number of hours, which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.

3. A position occupied by the least senior Employee being bumped, of the same job classification and number of hours, which the Employee has the required skills

and abilities to perform, within the organization as a whole, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.

4. A vacant position or a position occupied by the least senior Employee of the same job classification with fewer hours which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.

5. A vacant position or position occupied by the least senior Employee of a lower job classification with the same hours which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Clark or Cowlitz counties, unless mutually agreed upon.

6. If Employees from Clark and Cowlitz counties would like to be considered for a position in Skamania and Klickitat counties, they must provide written notification to the HR Director as part of the layoff process.

C. For Skamania and Klickitat Counties:

1. A vacant position of the same job classification and number of hours within the Employee's current location, which the Employee has the required skills and abilities to perform.

2. A vacant position of the same job classification and number of hours, which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.

3. A position occupied by the least senior Employee being bumped, of the same job classification and number of hours, which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.

4. A vacant position or a position occupied by the least senior Employee of the same job classification with fewer hours which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.

5. A vacant position or position occupied by the least senior Employee of a lower job classification with the same hours which the Employee has the required skills and abilities to perform, within the organization as a whole, provided the location is within Skamania or Klickitat counties, unless mutually agreed upon.

6. If Employees from Skamania and Klickitat counties would like to be considered for a position in Clark and Cowlitz counties, they must provide written notification to the HR Director as part of the layoff process.

In the above procedures, the required skills and abilities will be determined in a fair and equitable manner.

14.5 Informal Options

Employees being laid off may be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position.

14.6 Reinstatement and Recall

A permanent Employee who is bumped from their job classification to a lower job classification or has their number of hours reduced, as a result of a layoff process, shall be eligible for reinstatement to their original number of hours and job classification. As vacancies occur, they will be offered to the most senior Employee in the recall pool eligible for reinstatement. Employees who are no longer working as a result of a lay off will be provided the opportunity to be placed in the recall pool. The Employee in the recall pool with the most seniority in the job classification they previously held status in will be given the first opportunity to be recalled; provided the Employee has the required skills and abilities for the position to which they are to be re-employed. Any notice of re-employment to an Employee in the recall pool shall be made by return receipt email, or certified USPS mail. The Employee is required to keep the Employer advised of their current mailing and email addresses. Failure to respond to a notice of re-employment or to report for work as directed within ten (10) working days shall result in removal from the recall pool. A reporting date in excess of ten (10) working days may be mutually agreed upon by the Employer and the Employee.

14.7 Layoff Notice

Notice of layoff shall be given to the Employee and the Union, in writing, by return receipt email or certified USPS mail, no less than thirty (30) days before the scheduled layoff. If the Employer fails to provide thirty (30) days calendar notice, the Employee will be paid their salary for the days normally worked had full notice been given.

14.8 Recall Pool

Any laid-off Employee shall remain in the recall pool for a period of eighteen months (18) except if removed as noted in Section 14.6 of this Article.

14.9 Employees moving to a lower classification via the layoff procedure will be placed on the WPEA Classification Structure and Pay Grade per Article 9.12.

ARTICLE 15 - COMPENSATED LEAVE

15.1 Holidays

Definition: The term "holidays" as used in this Agreement shall mean only those days specified below.

15.2 Paid Holidays

New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Friday immediately following the fourth Thursday in November
Day before Christmas	December 24
Christmas	December 25
Personal Holiday	Two Floating Holidays

15.3 Eligibility

All regular Employees shall be eligible for the paid holidays.

15.4 Holiday Compensation

Holidays falling on a scheduled workday shall be compensated based on the number of hours the Employee is scheduled to work.

A. Holidays falling on a scheduled workday paid for but not worked shall be recognized as a shift worked for the purposes of determining weekly overtime. Those Employees who work on a holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for each hour worked in addition to the holiday pay.

B. Should a holiday fall on a Sunday, Employees normally scheduled to work on the Sunday holiday as part of their regular schedule shall receive the wage differential applicable under Article 12.5, as part of their holiday pay.

C. Should a holiday fall on an Employee's scheduled day off, the Employee shall have the following options. Eligible part-time Employees shall receive holiday pay prorated on the basis of their regular work schedule.

1. Receive pay for the holiday at straight time in addition to the regularly scheduled workweek. The compensated holiday hours will not be used for computing overtime for the week.

   OR

2. Take a scheduled work day off within the same or the immediately following pay period as long as the day is following the holiday. When the day off option is chosen by the Employee, the day off taken during the regularly scheduled workweek shall be counted as time worked for purposes of computing overtime.

D. Should a holiday fall within an Employee's scheduled vacation period, the holiday shall not be charged as vacation leave.

15.5 Personal Holiday

All regular Employees shall be entitled to two (2) paid personal holiday shifts per calendar year as noted in Article 15.2. Personal holidays must be used in a single block of time. Personal holidays not used by the end of the calendar are forfeited. To the greatest extent possible, preference will be given to veterans, their spouses, or legally recognized domestic partners, in scheduling of their personal holiday on Veteran's Day. Personal holidays shall be scheduled in accordance with Article 15.21.

15.6 Leave for Faith or Conscience

All regular Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The Employer will allow the Employee to take the unpaid holiday when requested unless the Employee's absence would impose an undue hardship on the Employer or the Employee is necessary to maintain public safety. For this purpose, "undue hardship" is defined in WAC 82-56-020.

When specifically requested by an Employee, time off with pay for religious holidays may be authorized by the Employer provided that such leave time is made up at the straight time rate within the same workweek as long as it does not conflict with the law. In the event the Employee cannot make up the time within the same workweek, the Employee and the Employer may agree to a later date or the Employee may use annual leave.

15.7 Sick Leave

An Employee will earn sick leave credits to provide income protection for the Employee during periods of illness, injury, or incapacitation. Earned sick leave will be maintained in one (1) sick leave account per Employee.

15.8 Sick Leave Eligibility

All regular full-time and regular part-time Employees shall earn sick leave as follows:

A. Regular full-time Employees shall earn at a rate of eight (8) hours per month.

B. Regular part-time Employees shall earn sick leave credits at the same rate as full-time Employees, pro-rated to their regular work schedule.

All Union substitute Employees shall earn sick leave as follows:

A. Union substitute Employees shall earn sick leave at a rate of one and a quarter (1.25) hours per every forty (40) hours worked.

15.9 Sick Leave Accrual

A. Earned sick leave shall be credited to the Employee on a prorated basis commencing on the first day of work. Sick leave shall be earned on all paid regular hours including, but not limited to, vacation and sick leave except during periods of layoff or any unpaid leave.

B. An Employee who has not earned sufficient sick leave may charge sick leave against vacation leave unless make up time is authorized. Such make up time may not be authorized if it results in overtime pay.

C. Unused sick leave accumulated in one (1) calendar year may be "carried over" to succeeding years.

15.10 Sick Leave Cash Out

Upon death while employed, retirement or resignation after 10 years of employment with FVRL, Employees, or their beneficiary or estate, will receive a cash payment equivalent to 25% of accumulated but unused sick leave, up to a maximum of 960 hours.

15.11 Sick Leave Use

Use of sick leave includes the following:

A. Injury or illness or medical disability of Employee that prevents the Employee from performing their job or constitutes a hazard to the safety or health of themselves or other employees.

B. Medical, dental, or optical care of the Employee and the Employee's immediate family (as defined by the Family Care Act, WAC 296-130, to include child, spouse, parent, parent-in-law or grandparent. All such leave must be scheduled and authorized in advance whenever possible. Approval of such leave shall not be unreasonably withheld.

C. Death of a member of the Employee's immediate family provided that such leave shall be limited to five (5) working days per incident.

D. Leave will be provided in accordance with the requirements of the Family Leave Law as defined in RCW 49.78 or other applicable law for care of immediate family.

15.12 Sick Leave Payment

A. Sick leave shall be paid at the regular rate of pay.

B. Sick leave will be granted in increments of not less than one-quarter (1/4) hour.

15.13 Sick Leave and Employee Expectations

A. Should an Employee become ill while on the job and wish to go on sick leave, they shall notify their supervisor or designee. Failure to do so may result in discipline.

B. Should an Employee be unable to report for their shift because of illness or injury they shall notify, as applicable, their supervisor, or designee, prior to their scheduled work shift or as soon as possible after the scheduled shift begins. Failure to do so may result in discipline.

C. The Employer may require an Employee to provide, upon return to work, written certification from a physician confirming that the Employee has been incapacitated for work for the period of absence and is again physically able to perform their duties. In addition, certification may be required where the Employee has been absent from work for four (4) or more consecutive days or where sick leave misuse can be documented. The Employer shall notify the Employee in writing prior to requiring a physician's written certification unless certification is needed to assure the Employer that the Employee is able to perform their duties.

15.14 Sick Leave Misuse

The Employer may also require a written medical certification for any sick leave absence in which the Employer suspects misuse of sick leave. Sick leave misuse may include:

A. Sick leave is consistently used before and/or after paydays, holidays, days off; or

B. When an Employee consistently uses all monthly-accrued sick leave balance unless allowed by Federal and State laws.

C. In instances of suspected sick leave misuse, the Employer will give the Employee an opportunity to explain the reason for the absences and to demonstrate that no misuse occurred before requiring the Employee to provide certification pursuant to Section 15.12 of this Article.

D. If the Employer initiates a conversation relating to section 15.14 of this agreement with any bargaining unit Employee, the Employer will email notice of that intended conversation to fvrlleadershipteam@wpea.org at least five calendar days before that conversation is initiated.

E. Before initiating any conversation related to sick leave use with a bargaining unit Employee, the Employer will inform the member that they are not obligated to disclose any personal medical information.

15.15 Occupational Injuries and Sick Leave

In the event of an Employee accident on the job that qualified for payment under Industrial Insurance - Medical Aid (Workmen's Compensation), earned sick leave may, at the Employee's discretion, be paid equal to the difference between the Workmen's Compensation payment and the Employee's regular salary until the Employee returns to work or the Employee's earned sick leave has been exhausted. If an Employee is injured on the job, the Employee will receive no loss of pay or leave the day of the injury. If the injury happens during the second half of the Employee's shift, the Employee will also receive no loss of pay or leave for the day immediately following.

WPEA will be sent one copy of the Occupational Injury and Illness Report Form whenever an Employee becomes ill or injured on the job.

15.16 Reinstatement of Sick Leave

Any Employee who is rehired within 12 months after the date the Employee separated from the Employer will have the previously accrued, unused sick leave reinstated to them. Any regular or substitute Employee returning to employment within twelve (12) months of their last day on payroll, who terminated employment after ten (10) years of service and received sick leave cash out, will have all sick leave balances not cashed out reinstated to them.

15.17 Vacation

Eligible regular Employees will earn vacation as part of compensation for work performed. Probationary employees may take vacation leave once accrued.

15.18 Vacation Accrual

A. Vacation leave accrual schedule for regular full-time employees:

Months	**Hours per Month**
0-36	11.00
37-72	13.00
73-108	15.00
181-180	17.00
181 +	20

B. FVRL employees that revert back to the bargaining unit within the allotted three (3) years will be placed on the accrual schedule to reflect total months of employment with FVRL. Employees who have left FVRL employment and are rehired shall accrue vacation leave at the rate outlined for new employees during their first twelve (12) months of employment. Beginning with the thirteenth (13) month of employment, rehired Employees will be placed on the accrual schedule to reflect total cumulative months of employment with FVRL.

1. All regular part-time Employees shall earn vacation leave at the same rate as full-time Employees prorated on the basis of their regular work schedule.

2. Earned vacation leave shall be credited to the Employee on a prorated basis commencing on the first day of work. Vacation leave shall be earned on all paid regular hours including, but not limited to, vacation and sick leave except during periods of layoff or any unpaid leave.

3. Unused vacation may be accumulated for future use not to exceed two hundred forty (240) hours for regular full-time Employees or a prorated total on the basis of a part-time Employee's regular work schedule.

4. Regular Employees shall be paid any earned but unused vacation leave at the time of termination.

15.19 Vacation Payment

Vacation leave shall be paid at the regular rate of pay.

Each calendar year, no later than October 10 of the current calendar year, During each Step Increase Date pay period, Employees shall have the option of requesting through the HRIS system, a cash out a maximum of forty (40) hours of accrued vacation leave. Such a request will be reviewed and approved or denied by the Executive Director. Employees must maintain a minimum balance of 160 hours of vacation leave after exercising the annual cash-out option. This cash out will be
paid to the Employee on the December 10th paycheck.

15.20 Leave Conversion

Should an Employee on paid vacation suffer a disability or illness which requires confinement in a hospital or confinement at home under the care of a physician, they may apply in writing for sick leave to begin the day following confinement. Written certification from the attending physician will be required. Vacation pay and sick leave shall not be paid for the same period of time.

15.21 Leave Requests

A. The Employer will establish a procedure for requesting and approving vacation leave. Requests for vacation leave shall be responded to within ten (10) calendar days of the request if the specific dates are within forty-five (45) days of the request.

B. Vacations shall be mutually scheduled by the Employer and the Employee at times which constitute minimum conflict with the work schedule on a first-come, first-served basis, except that if conflicting requests are received before approval but within the same month, the employee with the greater seniority shall have priority. All requests must be in writing, either through email or ADP, as directed by the unit vacation leave request procedure.

C. Approved leave shall not be superseded by a more senior Employee.

15.22 Military Leave

A. Every Employee who is a member of the Washington National Guard or of the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps or of any organized reserve of the Army, Navy, Air Force, Coast Guard or Marine Corps or of any organized reserve of the United States will be granted military leave in accordance with state and federal law. Those Employees who take military leave will have rights to reinstatement, seniority, vacation, layoffs and compensation as are provided by applicable law.

B. Under Washington law, a public employee is entitled to a paid military leave of absence for a period not to exceed twenty-one (21) working days during each year beginning October 1st and ending the following September 30th. Military leave beyond the twenty-one (21) days of paid time off will be unpaid. Employees may elect to use accrued vacation, compensatory time or other available paid time off during the period of military leave. Employees should notify their supervisor and the Human Resources Director as soon as they receive notice of the need to report for military duty and provide the Human Resources Director with a copy of their military orders.

15.23 Jury Duty Leave

Necessary leave is allowed for jury duty for Employees. Employees may keep the compensation received for serving as a member of a jury. No employee will be subject to a loss of pay for jury duty service, nor will they be required to use their personal, annual, leave accruals unless they are requesting to be absent from work for time not spent in the performance of jury duties.

15.24 Bereavement Leave

The Employer shall authorize paid bereavement leave for up to five (5) workdays per occurrence for an Employee due to the death of an immediate family member as defined below. Bereavement leave may be applied to participating in funerals. The Employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the Employee's supervisor, provide substantiation to support the request upon their return to work. An Employee may also use up to five (5) days of sick leave per incident per 15.11(D). The Employer may authorize the use of additional vacation leave if requested.

Immediate family is defined as the Employee's spouse, domestic partner, children, stepchildren, foster children, grandchildren, parent, parent-in-law, grandparent, grandparent-in-law, siblings, guardian or other person residing with or legally dependent upon the Employee.

Not all persons significant to the employee may be part of their immediate family. The loss of an aunt, uncle, godparent or godchild, or other person of significance, may create a need for time to grieve. In support of this the Employee may use up to eight (8) days of sick or vacation leave per occasion for bereavement.

15.25 Inclement Weather

A. If an Employee is unable to report for work because of hazardous weather conditions, the Employee may charge the lost time to available earned vacation leave or elect to be on leave without pay. If the Employee has exhausted their vacation leave, they may opt to use sick leave.

B. Those Employees who report to work as scheduled and who due to inclement weather elect to leave early, shall have the option of using vacation leave, or leave without pay, or making up the time within the same work week if making up the time can be scheduled without invoking overtime.

It is the intent of the Employer to keep facilities open wherever possible. If, however, the Employer decides to close, Employees shall receive no loss of pay

15.26 Emergency Closure Leave

If a library requires closure due to an emergency, natural or man-made, these situations will be handled on a case-by-case basis. A decision to make an emergency closure may be based on the likelihood of service being restored or the pending situation being resolved or mitigated. Lack of internet access is not considered an emergency.

In the case of a long-term emergency closure, such as a badly damaged building due to a disaster or a mandatory shutdown required in a pandemic, FVRL reserves the right to

make staffing decisions based on the needs of the District and the nature of the position. Essential staff may be expected to continue to report to work throughout a mandated closure.

15.27 Administrative Leave

Administrative leave may be approved by Management for any reason. Management agrees to consider providing immediate administrative leave for Employees involved in traumatic situations encountered in the course of their work.

15.28 Shared Leave Program

The Shared Leave Program allows Employees to voluntarily donate vacation and/or sick leave hours into a "Shared Leave Pool" to provide additional paid leave for an eligible Employee or family member with a medical emergency that would otherwise result in the Employee being on leave without pay or terminating their employment.

ARTICLE 16 - LEAVE WITHOUT PAY

16.1 All Employees requesting leave without pay (LWOP) must submit a leave without pay request as soon as the need for such leave is known. If the Employee has exhausted their paid leave while they are off work, the Human Resources Department will notify the Employee by Employer email of the need for LWOP status.

16.2 All requests for LWOP will be considered on a case-by-case basis, unless subject to applicable laws (i.e., FMLA). LWOP requests will be considered when the Employee has exhausted all other paid leave options unless under involuntary and/or special circumstances. It is the Employee's responsibility to provide proof of the involuntary and/or special circumstances to the Human Resources Director before requesting unpaid leave without exhausting paid leave balance. LWOP may be granted by the Employer for any of the following reasons:

A. Temporary Disability: The actual period of a planned or unplanned temporary disability suffered by the Employee and associated periods of recovery. A medical doctor's statement will be required regarding such factors as need for leave, estimated duration of leave and that the Employee is capable of performing the work to which assigned upon return.

B. Extended vacation.

C. Educational or personal leave provided such requests are submitted thirty (30) days in advance, or otherwise mutually agreed upon between the Employer and Employee. Requests for educational or personal leave shall be responded to within ten (10) days of the request.

D. Emergency issues resulting from personal tragedies, disasters or for victims of violent crime.

16.3 An Employee returning from a leave of absence shall be reinstated to their original job. If the leave of absence is longer than six (6) months, the Employee shall be reinstated to their original job or one equivalent, both in pay and number of hours scheduled each week, for which they are qualified by reason of skill, experience, ability and physical capacity, unless business necessity dictates otherwise.

16.4 An Employee who fails to return from a leave of absence, or fails to request an extension of a leave of absence, by the end of the authorized period, or who accepts other full-time employment while on leave, shall be considered to have resigned and thereby forfeits their reinstatement rights.

ARTICLE 17 - MANAGEMENT RIGHTS

17.1 The management of the Library and the direction of the workforce are vested exclusively in the Employer except as modified by the terms of this Agreement. The employer retains all rights of management, which include but are not limited to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the Employer's workforce and the financial basis for layoffs;

C. Direct and supervise Employees;

D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, worksites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;

I. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;

J. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off Employees;

K. Determine, prioritize and assign work to be performed;

L. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

M. Determine training needs, methods of training, and Employees to be trained;

N. Determine the reasons for and methods by which Employees will be laid-off; and;

O. Suspend, demote, discharge and/or take other disciplinary actions.

17.2 All matters not specifically or expressly covered or treated by the language of this Agreement shall be administered by the Employer in accordance with such policy and procedure as the Employer shall from time to time determine.

17.3 Management will use its best efforts to maintain an equitable and efficient hiring process, subject to its need to find qualified candidates for open positions and its obligations under federal, state and local equal employment laws.

17.4 Changes in working conditions will be bargained with the Union prior to implementation.

17.5 Management rights will be implemented in a fair and equitable manner.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievances

The intent of the Employer and the Union is to resolve disputes at the lowest possible level before it becomes a grievance.

The purpose of this procedure is to provide an orderly method of settling disputes or grievances arising out of the interpretation or application of this agreement. The Union, on behalf of an Employee, or the Employer may initiate action under this procedure.

18.2 Grievance Timing

Grievances must be submitted within thirty (30) working days from the date the incident leading to the grievance was known or could reasonably have been known. An Employee returning from leave shall be allowed thirty (30) working days after returning to submit a grievance.

18.3 Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

18.4 Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

18.5 Withdrawal

A grievance may be withdrawn at any time.

18.6 Resubmission

If resolved or withdrawn, a grievance cannot be resubmitted.

18.7 Grievance Requirements

The Union shall initiate the grievance procedure by making the grievance known in writing to the designee at the step appropriate to the grievance. The grievance must include the following:

A. Date of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence;
B. Nature of the grievance;
C. Facts upon which it is based;
D. Specific article and section of the agreement that is violated;
E. Specific remedy requested;
F. Name of grievant(s);
G. Name and signature of union representative.

18.8 Grievances Steps

Each step of the grievance procedure shall be followed and exhausted before resorting to
the next. Any step may be bypassed in any grievance by mutual agreement of the Union and the Employer. Grievances initiated by the Employer shall begin at Step 3.

Step 1. Supervisor/Manager
The Union may initiate a grievance at Step 1 by filing the grievance in writing to the Human Resources Director. A meeting with the direct supervisor or manager for the Employee shall be held within fifteen (15) working days following receipt of the written grievance. The supervisor or manager shall have fifteen (15) working days from the date of the meeting in which to respond in writing.

Step 2. Human Resources
If at the end of the Step 1 period, the grievance remains unresolved, the Union has fifteen (15) working days in which to initiate Step 2 of this procedure by filing the grievance in writing to the Human Resources Director. A meeting with the Human Resources Director shall be held within fifteen (15) working days following receipt of the written grievance. The Human Resources Director shall have fifteen (15) working days from the date of the meeting in which to respond in writing.

Step 3. Executive Director
If at the end of the Step 2 period, the grievance remains unresolved, the Union has fifteen (15) working days in which to initiate the Step 3 of this procedure by filing the grievance in writing to the Executive Director. A meeting with the Executive Director shall be held within fifteen (15) working days following receipt of the written grievance. The Executive Director shall be allowed fifteen (15) working days from the date of the meeting in which to respond in writing.

Step 4. Mediation

If the grievance is not resolved at Step 3, the Union may file a request for mediation with Public Employment Relations Commission (PERC) within fifteen (15) days of receipt of the Step 3 decision.

Step 5. Arbitration
If the grievance is not then settled by agreement between the Employer and the Union, arbitration shall be initiated, provided the Union requests such action in writing not more than thirty (30) calendar days after it has received the Employer's written response in Step 3 or fifteen (15) working days following the mediation session. A copy of the demand for arbitration will be provided to Human Resources simultaneously with the filing. The Union will bear the cost, if any, of requesting a list of available arbitrators. The

Employer and the Union shall meet to alternatively strike names from the list of available arbitrators within fifteen (15) working days of receiving the arbitrator list.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon both Parties. Any expenses and fees incurred during the arbitration process shall be borne by the loser as determined by the arbitrator, excluding the attorney fees of each party.

ARTICLE 19 - STRIKES AND LOCKOUTS

19.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all library services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Union nor the Employer shall cause, engage in or sanction any work stoppage, strike, slowdown, or other interference with library functions.

19.2 Those Employees who engage in any of the foregoing actions are subject to disciplinary action.

19.3 The Employer shall not institute any lockout of its Employees during the term of the Agreement.

ARTICLE 20 - PERFORMANCE FEEDBACK REVIEWS

20.1 Employees will receive regular performance feedback, minimally on a quarterly basis with an annual written evaluation The timing of an employee's evaluation will not delay a step or pay increase. The Performance Feedback Review will summarize their performance over the preceding 12-month period.

The Employee may grieve performance feedback reviews only under the following circumstances:

A. The content is outside the scope of the position.

B. Confidentiality beyond the supervisory chain and Human Resources Department has been breached.

C. Performance Feedback Reviews include information that occurred outside of the preceding 12-month period.

D. The Employee had no prior knowledge of items negatively reflected in their performance feedback review.

E. The Employee is not given access to an electronic copy of their performance feedback review form.

20.2 The Employee may submit a written rebuttal and/or statement on the response to their evaluation which will be attached to their performance feedback review.

20.3 Employees in probation or trial service will receive a minimum of three (3) performance feedback reviews during the probationary or trial service period. These reviews will be conducted at approximately one-third and two-thirds of the way through the probationary or trial service period, and a final review no less than two (2) weeks before the end of the service period. All probationary Employees will be given a probationary period checklist or plan upon hire. Supervisors will use the checklist or probationary plan during the two performance feedback reviews to track progress and provide support for the Employee to ensure they have the tools they need to succeed in their position.

20.4 Performance Improvement Plan

Employees may be placed in a Performance Improvement Plan (PIP) in order to address specific performance challenges.

ARTICLE 21 - PERSONNEL FILES

21.1 Personnel Files

The Employer shall maintain only one (1) official Personnel file for proper employment purposes for each Employee. This file consists of a mix of a physical (paper) personnel file maintained in the Human Resources Office and electronic documents generated through the Employer's Human Resources Information System (HRIS). The Employer will ensure that all electronic files are backed up in case of technology failure. Files will include the following sections:

- Acknowledgements
- Applications/Resignation
- Job Awards
- Performance Reviews
- Education & Recognition
- Compensation
- Personnel Action Forms
- Benefit Enrollment

Additional Employee files may include, but are not limited to, supervisory files, attendance files, payroll files, Department of Retirement System (DRS) files, and medical files.

21.2 Personnel File Review

Employees shall have the right to review the entire contents of their Personnel File, paper or electronic format, upon prior notification to the Human Resources Director. An Employee's representative may review an Employee's File upon written authorization from the Employee. An Employee or their representative will be provided access to any file requested no later than two (2) business days after the request is made.

21.3 Personnel File Access

Use of or access to an individual Employee's Personnel file shall be restricted to the Employee, their representative as authorized above, the Employee's supervisory chain and the Library Human Resources Director or other Human Resources personnel responsible for the maintenance of the file. The Employee's Personnel files will be kept in a confidential manner.

21.4 Medical Files

Health and medical information obtained by the Employer will be maintained in a separate, confidential file and access to this information by the Employer will be limited to those persons who legally need to know. The Employer will not require Employees to provide information about the health or medical conditions of the Employee or the Employee's family unless such information is related to the performance of duties within

the scope of employment, fitness to hold the Employee's position, or the providing of benefits requested by the Employee.

21.5 Adverse Personnel File Content

Material of a disciplinary or derogatory nature concerning any Employee may be placed in their Personnel file only if the Employee has been notified of the intent to place the material in the file, given a copy of the material, and allowed to append to it their answers to any charges, complaints, or statements involved. Adverse material related to alleged Employee misconduct that is determined to be false, and all information related to incidents of which the Employee has been fully exonerated of wrongdoing, will be promptly removed from the Personnel File and/or supervisory file. The previous year's job performance documentation will be removed from the Personnel File following the completion of any performance review or evaluation.

21.6 The Employer will not release personal information about an Employee except as is necessary, or as the law requires.

21.7 Public Disclosure of Personnel File Information

When documents contained in an Employee's Personnel file or supervisor file are subject to a public disclosure request by the general public, other governmental agencies, or any other person under RCW 42.17, the Employer shall take the following actions:

A. Promptly notify WPEA and all affected Employees of the request and provide them a copy.

B. Provide an opportunity to the affected Employee(s), within forty-eight (48) hours of notification by the Employer, to consult on the public disclosure request.

C. Provide each affected Employee with a copy of the documents/information from these files to be disclosed, reasonably in advance of its disclosure to the requesting Party, so that an Employee may seek a protective order for the information, where warranted under RCW 42.17.330.

ARTICLE 22 - LABOR & MANAGEMENT COMMUNICATION COMMITTEE

22.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, Labor & Management Communication Committee(s) (LMCC) will be established. The purpose of the committee(s) is to provide communication between the parties, to share information and concerns, and to promote constructive, respectful, meaningful and cooperative labor-management relations.

22.2 Either party may propose items for discussion on topics which may include, but are not limited to:

A. Administration of this Agreement
B. Changes to applicable law
C. Legislative updates
D. Organizational change
E. Improvement in systems and processes
F. Resolving workplace and service delivery problems
G. Establishing more productive and efficient service delivery
H. Concerns about safety
I. Employee training, communications
J. Quality of work life for Employees
K. Employment matters

22.3 The Employer's designees shall include the Executive Director and up to three (3) representatives, unless mutually agreed upon by the Union and Employer. The Union designees shall include a WPEA staff person and up to three (3) Employees who shall be allowed reasonable work time to participate in Committee activities.

22.4 The Employer shall pay the wages and mileage reimbursement of the Employees who participate in LMCC activities as designated representatives of WPEA; provided that no overtime or payments other than mileage reimbursement will be authorized or be paid to them as a result of participation or travel related to the meeting. If a meeting is held outside regular working hours of a participating Employee, they may be paid overtime or their normal work shift shall be rescheduled if it is mutually agreed upon between the Employee and their immediate supervisor.

22.5 The Labor & Management Communication Committee shall meet four times a year or when requested by either side to facilitate cooperation between labor and management.

ARTICLE 23 - NEGOTIATION TEAM

23.1 The Employee agrees to allow three (3) Employees to participate on the WPEA negotiating team and to grant release time for that part of the meeting that falls in their regularly scheduled hours without loss of pay or benefits. The Employer will have three (3) members to participate on their negotiating team. Each team will disclose the team roster at the time of execution of Ground Rules.

23.2 Total cumulative paid hours for all three (3) Employees will not exceed an aggregate total of two hundred and eighty-eight (288) hours when negotiating the entire contract and one hundred (100) hours when negotiating a mid-contract compensation adjustment, excluding paid travel time for unit Employees who regularly work in branches located in Klickitat and Skamania counties. Use of release time shall be determined by the Union.

ARTICLE 24 - STANDARDS FOR WORK PRODUCTION

24.1 Standards for work production, if established, shall be in writing, provided to all affected Employees, and applied in a consistent manner.

24.2 Standards may be modified to accommodate individual needs of Employees with disabilities.

ARTICLE 25 - STAFF DEVELOPMENT AND TRAINING COMMITTEE

25.1 The Employer agrees to establish a Staff Development and Training (SDT) Committee to recommend staff development opportunities and training programs for Employees.

25.2 The Committee shall be chaired by the Human Resources Manager or Human Resources Director's designee, and shall include no less than two (2) Employees selected by the WPEA in a manner to, when possible and applicable, ensure geographic representation. The Library Executive Director will determine the budget amount for the SDT Committee.

25.3 The SDT Committee will meet at least twice a year.

ARTICLE 26 - AMENDMENT OF AGREEMENT

26.1 This agreement may be amended at any time during its term, provided both the Union and Employer so consent and specify such amendments in writing.

ARTICLE 27 - SAVINGS CLAUSE

27.1 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 expressed 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 to comply with the existing regulations or laws.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The Agreement expressed herein in writing constitutes the entire agreement between the Parties, and no expressed or implied statement or previously written or oral statements shall add to or supersede any of its provisions.

28.2 It is recognized that management is authorized to make and to "post" reasonable Personnel rules of conduct that are not inconsistent with this collective bargaining agreement. These "rules" must be applied uniformly but may be challenged by the Union through the grievance procedure if contrary to this agreement or if they are considered arbitrary, unfair or discriminatory. Personnel rules of conduct will be made available to all Employees.

ARTICLE 29 - TERMINATION AND RENEWAL

This agreement shall be in full force and effect from the date signed to, and including, December 31, 2027

Either party may call for a re-negotiation of any and all parts of the Agreement no later than sixty (60) days prior to the termination date of this agreement by submission of such request in writing to the other party. Upon such notice being given, negotiations shall begin as soon as practical.

ARTICLE 30 - PERSON IN CHARGE (PIC)

30.1 Person in Charge (PIC)

The Employer acknowledges the need, in the absence of a supervisor, to designate an Employee who will function as the PIC. Employees designated as PIC will organize staff, monitor and adjust workload, maintain schedules, address patron concerns and safety issues, and provide direction in the case of an emergency. In the absence of supervisory or managerial staff, Employees who have been certified as PIC may be assigned by the Employer to fill this role per the terms of this article.

30.2 Certification Selection

Upon ratification, all Employees who are currently certified as PIC will be given the opportunity to opt out of the PIC program.

Participation in the PIC program is voluntary for all Employees; however, once certified and placed on the eligibility list the Employee agrees to perform PIC duties as requested.

30.3 Training

All Employees who elect to participate in the PIC program will receive training that includes, but is not limited to the topics of: emergency response, branch operations, patron and staff incidents, de-escalation techniques, scheduling and workload management, patron account management, cash handling management and reconciliation responsibilities, and any specialized departmental skills.

No Employee will be assigned to work in the role of PIC until all training is completed and they have completed the PIC certification training acknowledgement form.

30.4 Assignment

Each department or branch will post a list, in descending seniority order, of those Employee volunteers who are certified to be assigned to work as a PIC. If there are two or more Employees available for a PIC shift, the Employee with the greatest seniority will be selected. The selected senior Employee may agree to allow management to offer the next PIC Employee in descending seniority order to take the shift. If none of the less senior Employees accept the shift, the most senior agrees to perform the PIC responsibilities, to take the shift.

When an Employee is assigned to work as PIC, a notification email will be sent to the entire department indicating who will be PIC and for what period of time. If the assignment is in a public service branch, the assignment may be added to the daily schedule in lieu of email notification.

30.5 Expectations

Employees who are certified as a PIC will be responsible for the duties, as outlined in Article 32.1, in the absence of a supervisor or manager. However, these Employees will not be expected or authorized to set performance goals, evaluate staff, approve payroll, grant leave requests, reprimand any Employee, or suspend operations without approval by the Employer.

30.6 Compensation

All work performed by an Employee in the role of PIC will be paid a premium of one-hundred and fifteen percent (115%) of their current wage.

30.7 Supervisory Credit

To facilitate the advancement and growth of Employees at FVRL, PIC status will be considered relevant customer service experience, on an hour for hour basis, when an Employee applies for advancement. The Employee will be responsible for tracking their hours.

ARTICLE 31 - DEFINITIONS

Bumping
The action of taking a position from another union Employee with less seniority in the same or lower job classification, provided that the Employee meets the minimum qualifications for the job classification and possesses the required skills and abilities to do the work.

Floater Employee
A regular full-time or part-time Employee who may be assigned to multiple locations and have a variable schedule. Bargaining unit positions will not be converted to floaters without the Union's approval.

Involuntary Demotion
Involuntary movement initiated by the Employer of an Employee from one Job Classification to another Job Classification in a lower pay grade.

Lateral Transfer
Lateral transfer is defined as movement within the same job classification. Employees under the same job classification, or those who held a regular status position in the classification within the last three (3) years, regardless of FTE status, are eligible for lateral transfers, with the exception of Employees who are currently in a probationary or trial service period.

Layoff
An Employer-initiated action that results in separation from service, reassignment to a lower job classification, or reduction in number of hours.

Non-Lateral Movement
Movement of an Employee within the same Pay Grade to a Job Classification not previously held.

Probationary Period
Upon hire, a full-time Employee shall be subject to a probationary period during the first nine hundred and sixty hours (960) of regular employment. Part-time Employees probationary periods shall be pro-rated based on FTE. The Employer has the right to extend the probationary period for an additional three hundred and twenty (320) compensated hours. There shall be the inclusion of a performance improvement plan if the probationary extension is in response to a performance issue, in which case written notice of the extension will be provided to the Union. Extra hours are considered working hours for the purposes of calculating probationary periods. An Employee who is recalled from layoff to their previous classification shall not be required to undergo a probationary period upon recall unless they have not completed a probationary period prior to layoff. The Employer may accelerate a probationary period for an Employee if

they demonstrate they can perform the duties of the position per the probationary plan/checklist.

Promotion
Movement of an Employee from a lower pay grade job classification to a job classification in a higher pay grade.

Provisional Part-Time Employee
An Employee working a regular schedule of less than seven (7) hours per week or an irregular schedule of less than fifteen (15) days per calendar quarter.

Reallocation
A reclassification, by the Employer, of an existing position to a different job classification, and potentially different pay grade, based on a change of duties.

Recall
Recall is the action of reinstatement or re-employment of an Employee after being subject to layoff.

Recall Pool
Employees who are bumped to a lower job classification or laid off from employment with FVRL shall be placed in the recall pool for consideration for future vacancies.

Regular full-time Employee
An Employee working a schedule of forty (40) hours per week.

Regular part-time Employee
An Employee working a schedule of at least seven (7) but less than forty (40) hours per week.

Reversion
Voluntary or involuntary movement of an Employee during the trial service period to return the Employee to the job classification in which they most recently held permanent status.

Seniority
Seniority is the length of cumulative years of employment of an Employee with the Employer.

Step Increment Date (SID)
The annual date of movement of an Employee's wage to the next step of WPEA Classification Structure and Pay Grades

Substitute Employee
An Employee hired into a retirement ineligible position, exclusively to replace an absent regular full-time or regular part-time Employee, the need for which will be determined solely by the Employer.

Temporary Employee
An Employee hired to work a full- or part-time schedule for a period of up to six (6) months and who has no reasonable assurance of year-to-year employment. When all efforts to utilize Employees for additional work are exhausted, the Employer has the right to assign temporary Employees to perform bargaining unit work when there are emergencies, short handedness of bargaining unit personnel due to sick leave, vacations, disabilities and/or other circumstances causing the absence of the Employee(s).

Trial Service Period
A trial service period will be required when an Employee moves to a position that meets one of the following conditions:

A. A voluntary demotion to a position in a lower pay grade job classification in which they have not held regular status in the last three (3) years,
B. A promotion, or
C. A position that meets the definition of non-lateral movement.

The trial service period will be the same duration as the probationary period, including the ability to accelerate the period based on the Employee's ability to demonstrate they can perform the duties of the position and completion of the training plan/checklist.

Union Substitute Employee
A substitute Employee who has worked at least three hundred and fifty (350) hours in a calendar year will become designated as a Union Substitute and have collective bargaining rights in the following calendar year.

Voluntary Demotion
Movement initiated by an Employee from a job classification in a higher pay grade to a job classification in a lower pay grade.

The track changes in the document above indicate those tentatively agreed to by the bargaining teams of Washington Public Employees Association and Fort Vancouver Regional Library District as of April 16, 2026.

This Agreement was entered into on the 18th of May, 2026.

WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

By Amanda Hacker (May 21, 2026 08:29:06 PDT)
Amanda Hacker
WPEA/UFCW L365 President
Date

By Steve Sloniker (May 18, 2026 15:46:46 PDT)
Steve Sloniker
Contract Administrator
Date

By Jake Ausmus (May 21, 2026 12:41:36 PDT)
Jake Ausmus
Union Negotiating Member
Date

By Kayelin Roberts (May 26, 2026 09:21:51 PDT)
Kayelin Roberts
Union Negotiating Member
Date

FORT VANCOUVER REGIONAL LIBRARY DISTRICT

By Megan Dugan (May 21, 2026 11:30:53 PDT)
Megan Dugan
Library Board of Trustee, Chair
Date

By Jennifer Giltrop
Jennifer Giltrop
Executive Director
Date

By Andrea Scherer (May 21, 2026 08:34:37 PDT)
Andrea Scherer
Human Resources Director
Date

It is your responsibility to notify WPEA if your employment status changes and you are no longer covered by this contract.



www.wpea.org

140 Percival Street NW | Olympia, WA | 98502

800-544-WPEA | 360-943-1121 | fax 360-357-7627