

Article 3. HEALTH AND SAFETY

3.1 The Employer and the Union mutually recognize that the health and safety of employees are of paramount interest and shall mutually comply with applicable federal or state health and safety regulations. A Safety Committee shall be maintained consistent with state law. Employees shall comply with safe work practices.

3.2 The Employer acknowledges its obligation to strive to provide a work environment that is safe and free from hazards. The Employees have a duty to work in a safe manner, follow the Employer's safety rules and procedures and report unsafe conditions or acts to their supervisor, another supervisor if their own is not available, and/or the location's Safety Committee representative. The Employer has the responsibility to investigate as promptly as possible the condition or act and to take any necessary corrective action.

3.3 When an employee believes, in good faith, that circumstances exist that constitute recognized hazards that are causing or 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. Employees may request an accommodation until unsafe working conditions are investigated. There will be no retaliation against an employee for requesting an accommodation or filing a grievance pursuant to this Article.

3.4 The Employer will determine and provide all Personal Protective Equipment (PPE) necessary.

3.5 With a supervisor's prior approval, the Employer will purchase authorized safety footwear costing no more than two hundred fifty dollars (\$250.00) every other year for non-office employees in the Facilities Department, and employees in Mobile-Services.

/s/ John Hodges-Howell

11/18/25

11/18/25

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Article 4. UNION ACTIVITIES

4.1 Representation. Employees have the right to Union representation ~~at all levels on any matter adversely affecting their conditions of employment~~ in grievance procedures (Article 18), attending investigatory and disciplinary meetings or hearings where the employee reasonably believes that the outcome may result in disciplinary action (Article 17), during performance reviews (Article 15), and negotiating terms and conditions of employment. ~~an investigatory interview, pursuant to Article 17.4.~~

4.2 Access to the Worksite. An authorized representative, prior to entering any work area not open to the general public, shall notify the Human Resources Department. For purposes of security, a mutually agreed-upon protocol shall be established to ensure that Union Representatives are clearly identified prior to entering work areas that are not normally accessible to the general public. Library work hours shall not be used by employees or Union Representatives for conducting Union business or the promotion of Union affairs other than as stated in this Agreement unless mutually agreed to by the Employer and the Union. This section does not prohibit Union business during rest breaks, meal periods, or on the same terms as other de minimis personal activities.

4.3 Shop Stewards. Shop Steward duties may include investigation of grievances or complaints which might become grievances, attending grievance meetings with the Employer, attending performance reviews under Article 15, and communicating with the Employer's representatives on behalf of unit employees when requested by the employee. Shop Stewards shall not attend or participate in routine meetings between employees and supervisors or management representatives, unless otherwise required by law or permitted by CBA.

~~For the purposes of this Article, routine meetings typically include, but are not limited to:~~

- ~~• Discussions clarifying job duties or work duties and instructions~~
- ~~• Conversations regarding scheduling or timekeeping issues~~
- ~~• Coaching or counseling discussions that are not disciplinary~~
- ~~• Meetings intended to deliver general workplace information or updates~~

Shop Stewards may attend meetings with the Employer during their scheduled work hours without loss of pay, with advance notice to their supervisor. The Union shall

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advise the Employer, in writing, of the names of its authorized staff representatives and Shop Stewards, and any changes to it.

4.4 Bulletin Boards. Communication will be for represented bargaining unit member information only. At Union members' worksites only, bulletin board space will be allocated for posting Union materials in buildings where bulletin boards presently exist; the area allocated shall be a minimum of 14" by 24" (18" by 24" will be provided if space is available). In buildings where bulletin boards do not exist, the Union may provide a framed cork board, 14" by 24" (18" by 24" will be provided if space is available), for the posting of Union materials, provided that the owners of said buildings have no objection to the installation. Bulletin boards will be located in areas easily accessible to bargaining unit members. If there are objections to the installation, other accommodations will be made by the Employer. Materials posted shall not be derogatory to the Employer.

4.5 Distribution of Material. A Union Staff Representative will be allowed, at least once per month, to contact bargaining unit employees at Kitsap Regional Library by email. Communication will be sent to the employee's work email address. This will be used for the purpose of distributing Union information to bargaining unit employees. The Union understands that there is no expectation of privacy in the use of Library work email. The Employer will submit an accurate list of all bargaining unit employees' work emails to the WPEA Union Representative on a monthly basis.

4.6 New Employee Onboarding. Thirty minutes will be allocated for a Union Representative to meet with new bargaining unit employees within the first ninety (90) days of hire. This meeting may occur during the employee's and the Union Representative's work time.

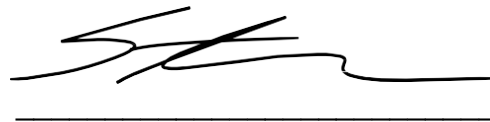
4.7 Contract Negotiations. The Union may designate up to five (5) bargaining unit members for collective bargaining. The Employer will approve a total of ~~two hundred and eighty eight (288)~~ **four hundred (400) hours** up to five (5) bargaining unit members of paid release time for collective bargaining, regardless of the number of bargaining unit members selected not to exceed 80 aggregate days for formal negotiations. For all remaining formal negotiation sessions and travel to and from the sessions, the Employer will approve compensatory time. After the bank of paid release time is depleted, employees may take paid leave (vacation leave or personal holiday), or leave without pay to continue collective bargaining, or at the discretion of their supervisor, an

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employee may be allowed to adjust their work hours. Paid time will not count towards overtime. Employees will record that time using designated pay codes.

___/s/ John Hodges-Howell___

___3/17/2026___



Steve Sloniker

3/23/2026

Date

Union Article 5. MANAGEMENT RIGHTS

5.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage its affairs.

5.2 By way of illustration, these exclusive prerogatives, functions, and rights of the Employer shall include, but not be limited to, the following:

5.2.1 The right to direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.

5.2.2 The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

5.2.3 The right to determine the need for reduction or an increase in the workforce and the implementation of any decision with regards thereto, including assigned hours.

5.2.4 The right to hire, promote, and transfer employees and to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, pay periods/pay dates, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral or written work rules, existing or future.

5.2.5 The right to improve efficiencies and to modify or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards and to implement new ones, including automated methods or equipment.

5.2.6 The right to assign and distribute work.

5.2.7 The right to assign shifts, workdays, hours of work and work locations, including reallocations to branches and departments.

5.2.8 The right to discipline, suspend, demote, or discharge an employee for cause.

5.2.9 The right to increase or decrease assignment of hours to part-time positions at management discretion based on the budgeted revenues available for services.

5.2.10 The right to contract or subcontract any work unless otherwise specified in this agreement.

5.2.11 The right to determine job content and/or duties and the qualifications of new employees, and the right to determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the Employer.

5.3 The Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement; PROVIDED, however, that in exercising such rights (i) nothing contained herein shall modify or change any provision of this Agreement without the written concurrence of the Union and the Employer, and (ii) the Employer recognizes its duty to engage in bargaining pursuant to RCW 41.56 after having provided **twenty one (21)** ~~thirty (30)~~ calendar days' prior notice to the Union of the intended change. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations without limitation.

~~The Employer will notify the Union in writing at mandatorysubjects@wpea.org of these changes and the Union may request discussions about and/or negotiations on these changes. Changes in working conditions will be bargained with the Union prior to implementation.~~

/s/ John Hodges-Howell
2/2/2026

Steve Sloniker

DATE

ARTICLE 6. SENIORITY

6.1 Library Seniority is defined as the employee's length of unbroken service with the Employer. Classification Seniority is defined as the employee's length of unbroken service within the current job classification. ~~Time as a substitute or in a temporary position will not count toward the computation of library or classification seniority~~ **Seniority under this provision accrues for bargaining unit positions only.**

6.2 All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

6.2.1 Military leave;

6.2.2 Compensable work-related injury or illness leave;

6.2.3 Approved educational leave; or

6.2.4 Reducing the effects of layoff.

6.3 Employees who are separated due to layoff and are re-employed within two (2) years of separation date will not be considered to have a break in service.

6.4 Ties.

6.4.1 If two (2) or more employees have the same Library Seniority, ties will be broken in the following order:

1. Longest Classification Seniority;

2. By lot.

6.4.2 If two (2) or more employees have the same Classification Seniority, ties will be broken in the following order:

1. Longest Classification Seniority;

2. By lot.

____/s/ John Hodges-Howell_____

12/2/25

12/2/25

ARTICLE 8. NON-DISCRIMINATION

8.1 Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam-era veteran, pregnancy, status as a breastfeeding/chestfeeding parent, sexual orientation, gender expression, gender identity, the presence of any real or perceived sensory, mental or physical disability as defined by the Americans with Disabilities Act (ADA), genetic information, status as an actual or perceived victim of domestic violence, sexual assault or stalking, citizenship or immigration status (unless required by law), because of the participation or lack of participation in Union activities, and/or any other characteristic protected by law, is prohibited, and no unlawful harassment will be tolerated.

8.2 Employees who feel they have been the subjects of unlawful discrimination, harassment or a hostile work environment are encouraged to bring such issues to the attention of their supervisor or the Human Resources Department or to file a complaint in accordance with organizational policy. In cases where an employee files both a grievance and an ~~internal~~ complaint **or charge** regarding the same alleged discrimination, harassment, **retaliation**, or a hostile work environment (**as defined by federal, state, and local law (e.g., Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Genetic Information and Discrimination Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Washington Law Against Discrimination, the Washington Paid Family and Medical Leave Act, etc.) with a federal, state or local agency (e.g., the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, the Occupational Safety and Health Administration, the Washington State Human Rights Commission, the Office of Civil Rights, etc.)**) as defined by the U. S. Equal Employment Opportunity Commission (EEOC), the grievance will be suspended until the internal complaint process has been completed.

8.3 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint **with the agencies identified in Section 8.2** ~~Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission. If an employee elects to pursue any of these, such election will bar the same matter from proceeding through the grievance procedures and any such grievance shall be considered moot and withdrawn.~~

/s/ John Hodges-Howell

1/6/26

[Date]

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ARTICLE 10. HIRING AND PROBATION

10.1 Hiring.

10.1.1 It is the Employer's desire and intent to promote from within the organization before hiring new employees from outside the bargaining unit, provided the employees who apply meet the required skills, qualifications, education, training, experience and/or required certification, as well as have an acceptable level of performance in their current position based on a review of the employee's attendance, performance evaluations, commendations and/or disciplinary notices.

The Employer will advertise job openings in the bargaining unit, whether new positions or vacancies, of ten hours or more per week, by posting internally within the bargaining unit for one (1) week before posting outside the bargaining unit (the "posting period"). When another vacancy in the same position opens within 60 days of the first posting, KRL may contact applicants who applied to the first posting without reposting the position internally. Job postings will state if a vacant position is in the WPEA bargaining unit **and, where applicable, will identify the primary duty work location(s).** The Employer will provide those inside the bargaining unit and who apply within the posting period with the first opportunity to interview for those openings. When hiring for a bargaining unit position, the Employer will ensure that at least one member of the interview panel is not in a management position, and is in the same job description, or department, or branch as the vacant position, when possible.

10.1.2 If a bargaining unit member applies within the internal posting period and is deemed qualified after interviewing based on a review of the criteria in section 10.1.1, then the Employer will extend the job offer to that internal applicant.

If two or more such bargaining unit members apply to fill a job opening in their current classification and are deemed equally qualified after interviewing based on a review of the criteria in section 10.1.1, then the Employer will extend the job offer first to the employee with more Classification seniority in the vacant position's classification per Article 6.

If two or more such bargaining unit members are applying to fill a position other than a position in their current classification and are deemed equally qualified after interviewing

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based on a review of the criteria in section 10.1.1, then the Employer will extend the job offer first to the employee with more Library seniority per Article 6.

10.1.3 Bargaining unit employees may still apply outside of the one-week posting period, provided that the vacancy is still open, but they shall be treated as outside applicants for all aspects of the hiring process. The Employer reserves the right to hire the most qualified candidates for openings, whether new or vacant positions and whether the applicant is within the bargaining unit or from outside sources, so long as the provisions of section 10.1.1 and 10.1.2 have been followed.

10.1.4 The Employer seeks to attract and hire the best applicants for positions, whether they are internal or external candidates. As such, the Employer will provide training and growth opportunities to all Kitsap Regional Library staff, regardless of their bargaining unit status. Kitsap Regional Library will provide opportunities for staff to grow and flourish within the organization.

10.2 Probationary Period. The first six (6) months of employment with Kitsap Regional Library for all bargaining unit positions is considered a probationary period. During this time, the new staff member will be learning the job and how Kitsap Regional Library works, and the supervisor will evaluate the new employee. The Employer has the right to extend the probationary period for an additional six (6) months with an improvement plan, in which case written notice will be provided to the Union. During the probationary period, employment is “at will,” meaning that either the Employer or the employee may terminate the employee’s employment at any time, with or without cause. The separation of a probationary employee is not subject to the grievance procedure. Employees within their probationary period will not be considered, selected, or reassigned for any vacant position until after successful completion of their probationary period including any extension.

10.3 Trial Service Period. Existing employees, as defined in 1.2.1 and 1.2.2, hired into a different position shall serve a four (4) month trial service period. The employee may be released from the new position during the trial service period at the discretion of the supervisor, and such decisions shall not be subject to the grievance procedure. Regular full-time or part-time employees may return to the position occupied previously as long as the position is still available. If the position is not available, the employee may either:

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10.3.1 Return to a vacant position below the employee's previously held salary range, provided the employee has the skills and abilities to perform the position as determined by the Employer; or

10.3.2 Request per Article 12.4 to have their name placed on the layoff list for positions in job classifications where they had previously attained regular status.

10.4 Reorganization. The Employer reserves the right to reorganize the workforce, including the creation, elimination, and modification of positions.

_ /s/ John Hodges-Howell _____

John Hodges-Howell

Steve Sloniker

Date: 3/17/26

Date

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ARTICLE 13. HOURS & LOCATION OF WORK

13.1 Workweek. The Library provides services to the public 7 days a week; however, some functions are scheduled during non-public hours. Kitsap Regional Library's full-time wages are based on a forty-hour workweek. ~~defined as a regularly re-occurring period of one-hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.~~ Wages of part-time members of the bargaining unit are pro-rated based on full-time employees.

13.2 Employee Overtime Classification. Employees are classified as "exempt" or "non-exempt" in accordance with standards established under state and federal wage and hour laws.

Non-exempt employees are entitled to overtime pay for any time worked over forty hours during their established workweek. Paid or unpaid time off is not included as hours worked for overtime calculations.

13.3 Overtime. ~~Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek. In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1½) of an employee's regular rate of pay. According to the federal "Fair Labor Standards Act" and Washington wage and hour law, a non-exempt employee can work only forty hours per designated workweek at the regular pay rate. Any hours worked over forty must be paid at time and a half. By law, overtime is determined on a per workweek basis. As a result, if a non-exempt employee works thirty-nine (39) hours one week and forty-one (41) hours another week, the hours cannot be averaged to forty (40) hours per week to avoid overtime. The employee must be paid overtime for the week in which the forty-one (41) hours were worked. As noted above, paid or unpaid time off is not counted as hours worked for purposes of calculating overtime.~~

Overtime-exempt employees do not receive overtime pay when they work more than 40 hours in a workweek. Overtime-exempt employees will not be regularly required to work over 40 hours in a workweek.

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Staff-initiated overtime is not allowed. Non-exempt employees may be requested to work overtime (more than forty (40) hours in a week) only by their supervisor. The supervisor must pre-approve any overtime hours.

13.4 Schedule Changes. The Employer will not make changes to an employee's work schedule (either hours or locations) without two (2) weeks of written notification except in cases of emergency ~~or for other operational exigencies, like to or~~ covering unexpected gaps in coverage, ~~or to provide performance support or for other operational exigencies, like providing performance support or for such things as training, meeting attendance, or special events.~~

13.5 Alternate Work Schedule. It may be possible for full-time employees to schedule a standard workweek of four (4) ten (10) hour days instead of five (5) eight-hour days (or other combinations which equal a forty (40) hour week). The schedule must meet the needs of the Employer and be approved by both the supervisor and the division director. It may not be possible to grant an alternate work schedule for particular employees depending on operational needs and/or the functions of the position.

13.6 Work Hours. Work times are established by supervisors at individual work locations. It is the supervisor's responsibility to use staff time effectively to provide the best possible service to library users.

Employees are usually not expected to work more than five consecutive days within a designated workweek. Kitsap Regional Library values work-life balance and will endeavor to schedule employees with two consecutive days off whenever feasible. Employees may not modify their scheduled work hours without permission from their supervisor.

13.7 Sunday Hours. The Employer will first request bargaining unit volunteers to work Sundays, ~~then non bargaining unit volunteers~~, before requiring that any bargaining unit members work on a Sunday. Employees will not be regularly expected to work consecutive Saturday and Sunday shifts unless an employee volunteers to do so.

This provision does not apply to or otherwise change the Employer's existing practice(s) when backfilling Sunday's due to sudden, unplanned, or unexpected call outs that occur with less than **seventy two (72)** 48 hours' notice to the employer.

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13.7.1 Exempt IT Department Employees. Exempt IT Department Employees that perform actual work on Sundays (as opposed to being on call) can flex their remaining schedule in the work week.

13.7.2 Custodian Specialists and Regular Part-Time Employees. Custodian Specialists and Regular Part-time Employees will be paid one and one-half (1 ½) times their regular rate of pay for work performed on Sundays.

13.7.3 All Other Employees (Other than Custodian Specialists). Normal Sunday shifts for regular, full-time staff for work performed in a branch location will be for five (5) hours. Regular, full-time staff scheduled to work on Sunday will not be regularly expected to work more than five (5) hour shifts. Regular, full-time exempt and non-exempt employees that work a five (5) hour shift will be paid for a full eight (8) hours and will be treated as having worked a forty (40) hour workweek for purposes of this contract. If a regular, full-time non-exempt employee is scheduled to work less than five (5) hours on Sunday, then they will receive one and one-half (1 ½) times regular time for hours worked.

13.7.4 The Library participates in occasional weekend events that require Sunday work of less than five (5) hour shifts. Such work is distinguishable from normal Sunday shifts (Article 13.7.3). If a regular, full-time exempt employee is scheduled to work one of these shifts of less than five

(5) hours on Sunday, then that employee can flex their remaining schedule in the work week.

13.8 Rest Breaks and Meal Periods.

13.8.1 For non-exempt employees, the following provisions supersede WAC 296-126-092 pursuant to RCW 42.12.187:

Rest Breaks for Non-exempt Employees. Employees shall be allowed a paid rest break of fifteen (15) minutes for each four (4) hours of working time, which may be taken intermittently. No employee will be required to work more than three (3) hours without a rest break. Rest breaks shall occur such that service to the public is not impaired. Rest breaks may not be used to “make up” missed time and may not be added to meal periods. Employees must report a missed rest break to a supervisor.

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Meal Periods for Non-exempt Employees. Employees shall be scheduled for an unpaid meal period of thirty (30) minutes for every shift that exceeds five hours in duration. The meal period will typically commence not less than two (2) hours nor more than five (5) hours from the beginning of their shift. Employees working three (3) or more hours longer than an eight (8) hour workday shall be allowed to take one extra thirty (30) minute unpaid meal period. An employee may voluntarily waive their meal period by submitting a written request, which shall be subject to supervisor approval.

13.8.2 Exempt employees may choose to take a paid rest break equivalent to fifteen (15) minutes for each four (4) hours worked, which may be intermittent. Exempt employees shall be scheduled for an unpaid meal period of up to sixty (60) minutes for every shift that exceeds five

(5) hours in duration. Exempt employees may request to waive their meal period by submitting a written request, which shall be subject to supervisor approval. Either party may revoke a meal period waiver in writing at any time.

13.9 Conference and Workshop Attendance. The Employer will follow the guidelines of the "Fair Labor Standards Act" and Washington State requirements. When employees voluntarily attend conferences or workshops paid for by the Employer, they will be paid a maximum of eight hours for each day spent in attendance. For partial-day conferences or workshops, in-house work time will be combined with the conference time for a total of eight hours. If departure for and/or return from a conference site occurs within the employee's regular work time, travel time from the regular work site will be considered part of the work day. Meal time will not be considered work time. Submission of requests by employees shall be provided to management at least fourteen (14) days before the Conference's application deadline. Approval or disapproval of conference/workshop attendance will be given by management in a timely fashion, but no later than seven (7) days prior to the application deadline. The timeline for authorization may be extended by mutual agreement.

13.10 Custodian Specialists: Needs of the organization include meeting standards of custodial performance levels to help ensure the optimal condition of the areas the Library Branches occupy/utilize.

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13.10.1 Custodian Specialists, at the time this contract was bargained, generally work when there are no other workers in the building and throughout the night. Given these unique circumstances, in order to ensure health and safety for these workers during their shifts:

1. The Library will apply the same temperature standards that the Library applies to all other employees for determining whether Custodial Service employees will be expected to work a scheduled shift; provided temperature conditions will be assessed at the time and the location that the Custodial Service employees are expected to work.
2. Any Custodian Specialist who has concerns about their safety in the workplace, particularly when walking in the parking lot in the dark, may request a safety check-in via text message or phone call with the Custodian Supervisor to assure that the employee safely makes it to and from their vehicle.

13.11 Primary Duty Location

~~All bargaining unit members will be assigned a primary duty location at a branch within the district. Bargaining unit members shall be provided mileage reimbursement when assigned to a location other than their primary branch. Mileage reimbursement shall be based on the current rates as published by the Washington State Office of Financial Management and calculated from the employee's home address.~~

_____/s/ John Hodges-Howell_____

John Hodges-Howell

Date: 3/17/26

Steve Sloniker

Date

ARTICLE 15. PERFORMANCE APPRAISAL

15.1 The performance appraisal process is designed to provide supervisors and employees an opportunity to discuss and record performance planning, feedback, and performance outcomes. Supervisors and employees will discuss how the employee's position aligns with the Employer's mission and goals and the Employer's job requirements, utilizing the Employer's performance management process.

15.2 Employees will be evaluated during their probationary period and then annually thereafter prior to the anniversary date of hire or change of position of the employee.

15.3 Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period. Written notification will be given to an employee whose performance is determined to be unsatisfactory.

15.4 The annual performance appraisal process begins with Supervisors meeting with employees no sooner than sixty (60) days prior to their anniversary date to discuss the review process. The Supervisor shall explain the employee's opportunity to submit their self-evaluation and provide a timeline for submitting it. The employee is responsible for preparing and submitting their self- evaluation in a timely manner.

15.5 The Employer recognizes the value of assisting the employee in reaching their goals. The Employer may use a coaching and development plan to outline goals, training, and development needs for employees where both the employee and the supervisor mutually agree that assistance is needed.

15.6 A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

15.7 The Employer will maintain job descriptions on the Employer's intranet. If an employee's job description changes while the employee is working in the position, the employee will be given a copy of the new job description within five (5) working days.

15.8 In the event of a change in supervisors, before the current supervisor leaves the position, they are encouraged to document a close-out evaluation with each employee regarding the employee's performance as it stands at the time. This will then be turned over to the new or acting supervisor, to continue as part of the annual rating periods documentation.

~~15.9 Annually, staff will be provided with an opportunity to provide Human Resources anonymous feedback on their assessment of their supervisor's performance during the previous year. Staff feedback will be based solely on the supervisor's role within the District and will attempt to summarize the overall effectiveness of supervisors in their role.~~

~~15.10 Upon request, shop stewards may attend performance appraisal reviews so long as their attendance does not unduly delay or disrupt the meeting.~~

15.9 Biennially, ~~Annually,~~ the employer will afford staff an opportunity to provide leadership with an anonymous climate report focusing on, for example, employee satisfaction, work environment, manager and supervisor feedback, and library mission adherence. Anonymity will be maintained to the extent feasible.

~~15.10 Upon request, shop stewards may attend performance appraisal reviews so long as their attendance does not unduly delay or disrupt the meeting.~~

15.10.1 Shops stewards attending performance reviews may not interfere with **or actively participate in** discussions or evaluations during the review process. Their role is limited to providing support and ensuring compliance with the terms of this Agreement.

15.10.2 An employee must notify management in advance of their intention to have a shop steward present at their performance review. **If scheduling conflicts arise, the meeting will proceed without the shop steward unless the performance review involves disciplinary concerns. Shop stewards will not be paid for their time attending performance review meetings.**

15.10.3 Shop stewards present at performance reviews must maintain confidentiality regarding all information discussed during the meeting, except as required for union representation or enforcement of this Agreement.

15.10.4 Section 15.10 applies only to formal performance review meetings. Informal developmental discussions, goal-setting sessions, feedback meetings etc., that are not tied to potential disciplinary consequences are excluded from this provision.

[Signatures on next page]

/s/ John Hodges-Howell
2/2/2026

Steve Sloniker

DATE

ARTICLE 17. EMPLOYEE DISCIPLINE

- 17.1 Regular non-probationary employees will not be disciplined without just cause. There are five types of discipline: oral warning, written warning, suspension, demotion and discharge.
- 17.2 The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justifies a more severe response.
- 17.2.1 **Oral Warning.** Oral warnings will be identified as such. A copy shall be given to the employee and placed in the employee's personnel file. If the employee's performance and conduct are maintained at an acceptable level for twelve (12) months following the date the oral warning was issued, the oral warning shall be removed from the employee's personnel file.
- 17.2.2 **Written Warning.** A written warning shall be issued by an employee's supervisor when the employee demonstrates an undesirable trend in performance or conduct which requires corrective action. A copy of such notice shall be given to the employee and placed in the employee's personnel file. If the employee's performance and conduct are maintained at an acceptable level for twenty-four (24) months following the date the written warning was issued, the written warning shall be removed from the employee's personnel file.
- 17.2.3 **Suspension.** Suspensions without pay shall be documented. A copy shall be given to the employee and placed in the employee's personnel file.
- 17.2.4 **Demotion.** Demotions shall be documented. A copy shall be given to the employee and placed in the employee's personnel file.
- 17.2.5 **Discharge.** It is recognized and agreed that the Employer has the right to discharge an employee for just cause.

17.3 A non-disciplinary coaching/counseling discussion is available and, where feasible, encouraged in order to provide an opportunity for supervisors and employees to identify areas needing improvement by the employee. This coaching/counseling discussion can include verbal (non-documented) discussions or formally written (documented) performance action plans or letters of expectations. Any written documentation which arises out of a coaching/counseling discussion will go in the employee's personnel file, and failure to follow through with any written expectations/action plans could be grounds for formal discipline.

17.4 **Union Representation.**

17.4.1 ~~The Employer and the Union recognize the right of bargaining unit employees to Union representation during~~ Employees shall be **entitled to** Union representation at investigative interviews where the employee reasonably **believes the discussion may result in disciplinary action.** ~~expects disciplinary action.~~ The role of the Union representative (i.e., Shop Steward or Union Representative) is to provide assistance and counsel the employee rather than serve as an adversary to the investigator ~~or obstruct or interfere with the Employer's ability to conduct an investigation.~~

17.4.2 It is the employee's responsibility to request Union representation in a timely manner. The Employer will undertake reasonable efforts to accommodate timely requests for Union representation but investigative interviews will not be unreasonably delayed.

17.4.3 The employee shall also be allowed Union representation at meetings where discipline is to be administered as long as the retaining of such Union representation by the employee does not delay the start of the disciplinary meeting beyond a reasonable time. All discipline will be given in a private setting, and no personnel data will be on public display. A Union shop steward attending an investigative interview or disciplinary meeting shall be released from scheduled work with pay, provided that the steward has notified their supervisor in advance.

17.5 Prior to imposing discipline other than oral and written warnings, the Employer will inform the employee in writing of the reasons for contemplating discipline and provide an explanation of the evidence. The employee will be provided a reasonable amount of time to respond in a meeting scheduled by the Employer or in writing if the employee prefers. The pre-disciplinary meeting with the Employer will be considered work time.

/s/ John Hodges-Howell

2/3/26

Steve Sloniker

Date

ARTICLE 18. GRIEVANCE PROCEDURE

18.1 The purpose of this procedure is to provide an orderly method for resolving grievances. The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest possible level. There shall be no suspension of work or interference with the operations of Kitsap Regional Library. Official grievance meetings shall occur on Employer time with the approval of the Employer. Up to two (2) Union representatives (i.e., Union Stewards and Union Representatives) may attend and Library employed Union representatives will be released from scheduled work with pay to attend grievance meetings with the Employer.

18.2 For the purposes of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits. Grievances filed in regard to suspensions without pay, demotion, or discharge will begin at the Step 3 of the Grievance process, provided a written grievance is filed within ~~thirty (30)~~ fourteen (14) **twenty one (21)** calendar days from the date the employee knew or reasonably should have known of the facts that constitute the grievance and the written grievance contains that same information as set out in Step 1.

Step 1 **Employee, Union Representative, Immediate Supervisor, and/or Library Designee.** If the issue is not resolved informally, the Union Representative shall first submit the grievance in writing to the employee's immediate supervisor within ~~thirty (30)~~ **fourteen (14) twenty one (21)** calendar days from the date the employee knew or reasonably should have known of the facts that constitute the grievance. The written grievance shall include the following:

1. Date of the occurrence given rise to the grievance;
2. Nature of the grievance;
3. Facts upon which it is based;
4. Articles and sections of the Agreement violated;
5. Name of the grievant(s); and
6. Requested remedies

The supervisor shall issue a written reply within fourteen (14) calendar days following receipt of the

grievance.

Step 2 **Employee, Union Representative, Division Director and/or Library Designee.** If the matter is not resolved at Step 1, the Union Representative shall present the grievance to the division director within fourteen (14) calendar days of the immediate supervisor's decision. A Step 2 meeting shall be held within fourteen (14) calendar days of receipt of the grievance. The division director or designee shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3 **Employee, Union Representative, Library Director and/or Library Designee.** If the grievance is not settled in Step 2, the Union Representative shall present the grievance to the Library Director within fourteen (14) calendar days from the receipt of the written reply from the division director or designee. The parties shall meet within fourteen (14) calendar days from the Library Director's receipt of the grievance for the purpose of resolving the grievance. However, if mutually agreed between the Employer and the Union, the Library Director or designee may issue a written response to the grievance in lieu of the meeting. The Library Director or designee shall issue a written reply within fourteen (14) calendar days of the Step 3 meeting or after receipt of the grievance if the meeting is waived by the parties.

Step 4 **Arbitration.** The Union shall give written notice to the Library Director with simultaneous notification to the Human Resources Director of its intent to submit a grievance to arbitration within fourteen (14) calendar days of receipt of the Library Director's decision. Within fourteen (14) calendar days of the Union's notice to arbitrate: (1) a representative of the Union and the Employer will attempt to agree on a neutral arbitrator or appointment of an arbitrator by the Public Employment Relations Commission, and (2) if unable to reach an agreement, the Union shall request a list of at least seven (7) arbitrators from the American Arbitration Association (AAA). The list shall be limited to arbitrators from Washington, Oregon, Idaho and Montana. Upon receipt of the list, the two representatives shall confer within fourteen (14) calendar days to alternately strike names until one name remains; the person winning a coin flip shall designate who strikes first. Both parties agree to evenly share the cost of the arbitrator, including the cost of a court reporter. Each party must also pay any other cost of representation (including attorney fees) at its own expense.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to, subtract from, alter, amend, modify, or change the terms of this Agreement. If procedural arbitrability of the dispute is in question, the Arbitrator shall first decide the procedural issue before conducting a hearing on the rest of the dispute.

At any point the parties may mutually agree to take the grievance to confidential mediation. If the parties agree to submit a grievance to confidential mediation prior to advancing the grievance to arbitration, the fourteen (14) calendar days for submitting a dispute to arbitration shall be paused until either party terminates mediation.

~~**18.3** **Appeals to Discipline.** An employee has the right to appeal a disciplinary action (see 17.1) through the prior steps of the grievance procedure, starting at Step 1 of the grievance procedure and moving up to the Library Director. Only terminations or disciplinary actions~~

~~resulting in loss of wages can be appealed beyond the Library Director to Step 4 (Arbitration). Any grievance on a disciplinary matter other than suspension, demotion or discharge shall not proceed to arbitration and shall be held in abeyance and be subject to resolution by arbitration only if such prior discipline is being relied upon by the Employer in the case of a subsequent disciplinary action, in which case the grievance which was held in abeyance will be decided at the arbitration of the subsequent disciplinary matter. Employees on probation may not appeal their discharge from employment.~~

18.3 If either party has failed to process the grievance in accordance with the procedure and time limits set forth herein, the following respective penalties shall apply:

18.3.1 The Union shall have been deemed to have withdrawn the grievance;

18.3.2 The Employer shall have been deemed to have forfeited the right to that step of the grievance procedure, and the grievance shall be automatically advanced to the next step.

18.4 All timelines set forth in this grievance procedure may be extended by mutual agreement of the parties.

/s/ John Hodges-Howell

2/3/26

Steve Sloniker

Date

ARTICLE 19. VACATION LEAVE

19.1 The amount of vacation time is determined by Library Seniority (Article 6). Full-time employees will accrue paid vacation according to the following schedule:

Service Period	Accrual Rate per hour worked	Approx. annual hours/days per year
Date of Hire through the fifth year	0.0615	128 hours/ 16 days
Start of the sixth year through the ninth year	0.0808	168 hours/ 21 days
Start of the tenth year and thereafter**	0.0962	200 hours/ 25 days

* Librarians will start at year 10 of the schedule.

19.2 Part-time employees earn vacation time at the same rates as full-time employees but on a pro-rated basis. Part-time employees may take vacation time equivalent to their normally scheduled hours during a week but will not exceed them.

19.3 Kitsap Regional Library operates on a first-come, first-serve basis for leave requests. Where two (2) or more bargaining unit members request vacation leave for the same or overlapping periods of time at the same time, the Employer will base approval of leave on Classification Seniority per Article 6. However, supervisors may not always approve requested vacation times. Vacation leave requests shall be approved or denied within fourteen (14) calendar days of the request. Certain dates for leave are in high demand; employees should consider others' needs when requesting vacation.

19.4 Vacation time may not be taken in increments of less than fifteen (15) minutes (0.25 hours).

19.5 No more than two hundred forty (240) hours (thirty (30) days full-time equivalent) of vacation time may be carried over beyond the end of each calendar year (December 31) unless the employee has made a request to use the vacation leave prior to December 31 and has had that leave request denied or a request has been approved in writing by the supervisor.

19.6 If an employee has more than two hundred forty (240) hours of earned vacation time and leaves Kitsap Regional Library for any reason, only two hundred forty (240) hours will be paid.

19.7 All active employees who are exempt as of the date of ratification will maintain current accrual rates if that rate is more generous than the new rate.

/s/ John Hodges-Howell
1/6/2026

[Date]

ARTICLE 20. SICK LEAVE

20.1 Accumulation of Sick Leave.

20.1.1 All full-time and part-time employees earn sick leave at the rate of 0.05 hours of sick leave per hour worked.

20.1.2 Employees may carry over up to nine hundred sixty (960) hours of sick leave from one calendar year to the next.

20.1.3 Sick leave does not accrue during any period of unpaid or administrative leave, use of donated leave or while on suspension.

20.2 Use of Sick Leave. Sick leave may be used for the following reasons:

20.2.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

20.2.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

20.2.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; or

20.2.4 For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA). For more information, please see L&I's overview of the DVLA.

20.2.5 Sick leave may be donated by an employee to the KRL Donated Leave program (Article 23).

20.3 The following are covered "family members" for purposes of sick leave use:

20.3.1 A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;

20.3.2 A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;

20.3.3 A spouse;

20.3.4 A domestic partner;

20.3.5 A grandparent;

20.3.6 A grandchild;

20.3.7 sibling;

20.3.8 Any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.

20.4 Notice.

20.4.1 It is the employee's responsibility to ensure that the supervisor has been informed of an absence due to illness. Unless the absence is due to an unforeseen emergency, it must be reported to the supervisor at least one hour before a morning shift or three hours before an afternoon or evening shift.

20.4.2 If an employee is ill during a scheduled period of vacation, those hours may be charged to sick leave if requested in writing within five (5) days of returning to work after vacation leave ends, and approved by the employee's supervisor.

20.4.3 If an employee does not inform the Employer of an absence due to illness, the time may be regarded as unauthorized leave, and the employee may receive disciplinary action.

20.4.4 If an employee exhausts their sick leave balance, absences covered under Article 20.2 will may be charged against the employee's available vacation leave. For purposes of this provision, vacation leave is available if it is accrued but not yet scheduled.

20.5 Medical Verification. The Employer may require a written medical verification for any sick leave absence verifying that the employee's use of sick leave is for an authorized purpose in accordance with state law. When medical verification is required, the Employer will notify the employee of the requirement for medical verification ~~prior to any additional absences~~. When the employer suspects sick leave abuse, the notification will state the reasons for the suspicion. The Employer will not require continuous medical verification for

longer than six (6) months. The required medical verification will be provided by the employee to Human Resources ~~on the day the employee returns to work within ten (10) twenty one (21)~~ ten (10) calendar days following the first day upon which the employee uses paid sick leave or not longer than seven (7) ~~five (5)~~ calendar days upon which the employee returns to work, whichever is longer. Employer-required verification may not result in an unreasonable burden or expense on the employee as defined in WAC 296-128-660. **If an employee asserts that employer-required verification will result in an unreasonable burden or expense, then the process set out in WAC 296-128-660 will be followed.** ~~When a medical certificate is required, the Employer will state reasons and provide documented justifications for suspicion of sick leave abuse. The Employer will provide reimbursement to the employee for the required medical visit. Should the employee be unable to schedule an appointment with their medical provider within three days, the employee will be allowed to return to work but will still be required to submit verification.~~ Requests for medical verification for reasons other than verifying that an employee's use of paid sick leave is for an authorized purpose are not governed by this section.

20.6 Care of family members as defined and in accordance with the Family Care Act, WAC 296-130 and/or Family Medical Leave Act (FMLA).

20.7 Sick Leave Conversion.

20.7.1 Any full-time or part-time employee who has accumulated in excess of sixty (60) days (four hundred and eighty (480) hours) of sick leave at the end of the calendar year may elect to convert up to ten (10) ~~eight (8)~~ hour days (eighty (80) hours) of that excess with one of the following options:

1. Conversion in the form of payment for up to eighty (80) hours of sick leave accumulation to be included in the March paycheck. The hours will be valued at twenty five percent (25%). (This adds up to ~~sixteen (16)~~ twenty (20) hours of extra pay to the check).
2. Twenty five percent (25%) of up to eighty (80) hours converted to accumulated vacation time. This converts up to ~~sixteen (16)~~ twenty (20) hours of accumulated vacation time. This converted time then "becomes" earned vacation time and is subject to normal vacation time policies and procedures, including the provision to pay employees for accumulated vacation time upon termination of employment.

20.7.2 Sick leave is only converted in eight (8) hour increments.

20.8 Sick Leave Reimbursement Upon Resignation or Retirement. The Employer will reimburse employees for any accumulated sick leave above four hundred eighty (480) hours when they resign or retire from their positions up to a maximum of nine hundred sixty (960) hours. The hours will be valued at twenty five percent (25%), and the payment for those hours will be transferred into the employee's Health Reimbursement Arrangement (HRA).

If a non-exempt employee separates from the Employer and is rehired within twelve (12) months, any sick leave balance that existed at the time of separation will be reinstated.

20.9 Washington State Paid Family Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. The Employer will pay the designated employer's share of premiums. The Employer will continue its current practice of paying the designated employee share of the premiums at the 2023 levels. Employees will continue to pay increases in the employee share of premiums above the 2023 level via payroll deduction.

/s/ John Hodges-Howell

2/3/26

Steve Sloniker

Date

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ARTICLE 21. MISCELLANEOUS LEAVE

21.1 Leave Without Pay.

21.1.1 Leave without pay will be granted for the following reasons:

1. Family and Medical Leave (Article 21.3)
2. Military Leave (Article 21.4)
3. Domestic violence leave
4. Military and Family Leave (Article 21.4)

21.1.2 Leave without pay may be granted for a leave of absence. A leave of absence is time without pay permitted by the Employer under certain circumstances when all appropriate paid leave benefits have been used. The Employer reserves the right to grant, modify or deny any requests for a leave of absence.

A leave of absence without pay is a privilege that the Employer may extend to regular full-time and part-time employees for specific periods of time, on a case-by-case basis, with regard to the service needs of the Employer. Such leave may be granted for personal, educational or any other reason approved by the Employer.

21.2 Emergency Closure Leave.

- A. An emergency closure can take place because of inclement conditions or building impacts. Inclement conditions include such things as icy roads, snowstorms, windstorms, natural disasters, and other unusual conditions beyond the control of the Library. Building impacts include such things as flood, fire, loss of mechanical systems, loss of power, etc.
- B. If the Employer determines for any reason, including but not limited to, inclement weather, that health, property or safety is jeopardized and it is advisable to implement an emergency closure due to emergency conditions to suspend the operation of all or any portion of the district or operations notification will be sent to

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all affected bargaining unit employees and the Union as soon **as reasonably is possible after** the Employer becomes aware of the emergency~~possible.~~

- C. During the first five (5) days of any emergency closure, affected employees will be compensated for their regular hours.
- D. In instances an employee is unable to work after five (5) days due to the suspension of all operations, including remote operations, employees **may will be offered work at an alternate site, to report to alternate work sites, including teleworking when feasible,** and may be assigned offered temporary duties in response to the extended closure. **If assigned to an alternate location, employees will be provided with mileage reimbursement.** Alternatively, impacted employees may opt to take accrued vacation, **Personal Holiday,** or leave without pay.
- E. If a worksite is operational, but an employee is unable to report to work due to severe inclement weather or conditions caused by severe inclement weather, a telework option may be approved by their supervisor. If such approval is not granted or if the employee is unable to telework, the employee ~~will~~ may use leave opt to take accrued vacation, **Personal Holiday,** or leave without pay.

~~Emergency closure leave shall be addressed according to the Employer's Employee Manual policy entitled "Emergency Closures," attached to this Agreement. The Employer reserves the right to reopen the policy during the term of this Agreement.~~

21.3 Family and Medical Leave. Family and medical leave will be provided consistent with the Family and Medical Leave Act, the Washington State Family Care Act and the Washington State Pregnancy Disability Act.

21.4 Military Leave and Military Family Leave. The Employer provides leave for military service as recognized under federal and state law. The Employer's Employee Manual contains details concerning such leave.

21.5 Medical Coverage. Employees may elect to maintain medical coverage during a leave of absence, but this coverage must be paid by the employee in advance of the premium date.

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21.6 Leave Without Pay Request Process. All leave without pay requests must be in writing through the employee's supervisor to the Director as soon as the need for such leave is known. The request shall contain the reason for the leave, the expected duration of the leave and the date the employee will return to work. Failure of the employee to return from an approved leave of absence on the agreed-upon date or to make other arrangements acceptable to the Director shall result in a presumption of voluntary resignation unless involuntary and/or unavoidable circumstances exist. It is the employee's responsibility to provide proof of the involuntary and/or unavoidable circumstances to the Director.

21.7 Leave With Pay. Leave with pay will be granted for the following reasons:

1. Bereavement Leave (Article 21.7.1)
2. Funeral Leave (Article 21.7.2)
3. Jury Duty and Trial Service Leave (Article 21.7.3)

21.7.1 Bereavement Leave. Bereavement leave with pay will be granted by the Employer for the death of a relative or family member, including a domestic partner. Up to five (5) days of bereavement leave will be granted for in-state deaths; up to seven (7) days of bereavement leave will be granted for out-of-state deaths.

~~Bereavement leave may not be used more than seven (7) days beyond the date of the funeral.~~ Up to five (5) days of sick leave may also be used after bereavement leave. Additional sick leave may be used with the supervisor's approval.

For the purpose of this section, "family member" is defined as the employee's spouse and spouse's parents; the employee's children and their spouses; the employee's parents and their spouses; the employee's siblings and their spouses; the employee's domestic partner and their parents; and any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.

For the purpose of this section, "parent" is defined as:

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1. A biological, adoptive, step or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
2. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
3. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; and,
4. A parent of an employee's spouse or domestic partner. For the purpose of this section, "children" is defined as:

1. A biological, adopted, step or foster child of the employee;
2. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
3. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or,
4. A child of an employee's spouse or domestic partner.

For the purpose of this section, "domestic partner" is defined as an adult in a committed relationship with another adult, including both same-sex and opposite-sex relationships. A committed relationship is a relationship in which the employee and the domestic partner(s) of the employee share responsibility for a significant measure of each other's common welfare and financial obligations.

21.7.2 Funeral Leave. For employees attending the funeral of a close friend or a coworker, three (3) hours of leave with pay will be granted to attend the funeral. Additional time required to attend a funeral may be covered by vacation or made up at the supervisor's discretion.

21.7.3 Jury Duty and Trial Service Leave. Employees are entitled to pay equal to their regular wages if called for jury duty or subpoenaed as a witness due to their Kitsap Regional Library employment.

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/s/ John Hodges-Howell

1/8/206

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ARTICLE 22. HOLIDAYS

22.1 The following holidays are recognized by the Employer:

New Year's Day, January 1

Martin Luther King Jr.'s Birthday, third Monday in January

Presidents' Day, third Monday in February

Memorial Day, last Monday in May

Juneteenth, June 19

Independence Day, July 4

Labor Day, first Monday in September

Indigenous Peoples' Day, second Monday in October

Veterans' Day, November 11

Thanksgiving Day, fourth Thursday in November

Native American Heritage Day, fourth Friday in November

Christmas Eve, December 24

Christmas Day, December 25

Two (2) Personal Holidays

22.2 Full-time employees receive eight (8) paid hours for all holidays; part-time employees receive pro-rated paid hours. Employees who have worked for the Employer for more than six (6) months are granted one (1) personal holiday during the calendar year.

22.3 If a part-time employee who receives prorated holiday pay experiences an impact to their weekly schedule due to that proration, the employee may choose to flex their hours, use leave without pay, or use vacation time to fill in any scheduling gaps related to holiday pay.

22.4 Unpaid Holidays. Under Washington law, employees are entitled to up to two 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 holiday." The Employee Manual contains details concerning such holidays.

/s/ John Hodges-Howell

1/6/2026

[Date]

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Last, Best, and Final Offer

Package (Article 24, Article 31, MOU re: Flex Time)

ARTICLE 24. COMPENSATION AND CLASSIFICATION

24.1 Range Adjustments:

24.1.1 Network & System Administrator(s). Effective the first full pay period following ratification, Network & System Administrator(s) will be moved to Range 15. Employees currently in Step C will move to Step A; employees currently in Step D will move to Step B; employees currently in Step E will move to Step B; and employees currently in Step G will move to Step D.

24.1.2 STEM & Learning Assistant(s). Effective the first full pay period following ratification, STEM & Learning Assistant(s) will be moved to Range 3. Currently employed STEM & Learning Assistant(s) will be moved to Step G.

24.1.3 Collection Technical Services (CTS) Specialist(s). Effective the first full pay period following ratification, currently employed CTS Specialist(s) will be moved to Range 5. Currently employed CTS will be placed at the step that is closest to a 4% increase over the current step.

24.1.4 Graphic Designer(s) and Marketing and Communications Coordinator. Effective the first full pay period following ratification, Graphic Designer(s) and Marketing and Communications Coordinators will be moved to Range 8. Currently employed Graphic Designer(s) will be placed at the step that is closest to a 5% increase over the current step.

24.1.5 Circulation Systems Coordinators - Effective the first full pay period following ratification, currently employed Circulation Systems Coordinators will be moved to Range 9. Employees at Step J will be moved to Step I.

24.1.6 Custodians - Effective the first full pay period following ratification, currently employed Custodians will advance one (1) step in their current Range.

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24.1.7 Senior Maintenance Specialist(s) – Effective the first full pay period following ratification, Senior Maintenance Specialist(s) will be moved to Range 8. Currently employed Senior Maintenance Specialist(s) will be placed at the step that is closest to a 5% increase over the current step.

24.1.8 Maintenance Specialist(s) and Courier(s) Longevity Payment – Effective the first full pay period following ratification, Maintenance Specialist(s) and Courier(s) will receive a one-time payment of \$1,000 on July 1 each year of the contract, with a total payment of \$2,000 over the life of the contract. Payment under this provision presumes active employment.

[No more Maintenance Specialists will be hired. In lieu of the Maintenance Specialist position, two new positions will be created: Maintenance Technician and Grounds and Maintenance Worker. Maintenance Technician will be placed on Range 7. Grounds and Maintenance Worker will be placed on Range 6.]

24.1.9 Range Adjustments will be implemented before Cost of Living Adjustments (see Section 24.2).

24.2 **Cost of Living Adjustments:**

24.2.1 Effective the first full pay period after ratification, the steps set out in Appendix A of this Agreement will be increases by four percent (4.0%).

24.2.2 Retroactive Adjustment. All Range Adjustments and Cost of Living Adjustments shall be applied retroactive to January 1, 2026. Employees shall receive resulting back pay as soon as possible following ratification of this agreement and approval by the Board of Trustees.

Option 1

24.2.3 Effective April 1, 2027, the steps set out in Appendix A will be increased by an additional ~~three and one half (3.5%)~~ **two and one half percent (2.5%)**. If any non-represented employee receives an amount greater than three and three quarter percent (3.75%), then this amount will be increased to equal the greater amount. If

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non-represented employees receive a greater COLA adjustment in year 2, then this amount will be increased to equal the amount given to non-represented employees.

**** NEW ** Longevity Ratification Bonus.** The Employer will provide a one-time lump sum payment of **Two Thousand Dollars (\$2,000)** ~~One Thousand Two Hundred Fifty Dollars (\$1,250)~~ on the first full pay period ~~following ratification and board approval.~~ in January 2027. Payment under this provision presumes active employment.

Option 2

~~24.2.3 Effective April 1, 2027, the steps set out in Appendix A will be increased by an additional **three and one half percent (3.5%)** two and one half percent (2.5%). If any non-represented employee receives an amount greater than three and three quarter percent (3.75%), then this amount will be increased to equal the greater amount. If non-represented employees receive a greater COLA adjustment in year 2, then this amount will be increased to equal the amount given to non-represented employees.~~

~~**** NEW ** Longevity Ratification Bonus.** The Employer will provide a one-time lump sum payment of Three Thousand Dollars (\$3,000) ~~One Thousand Two Hundred Fifty Dollars (\$1,250)~~ on the first full pay period following ratification and board approval. in January 2027. Payment under this provision presumes active employment.~~

~~In lieu of the above Longevity Bonus, the Maintenance Specialist shall receive the Maintenance Specialist Longevity Payment.~~

24.2.4 Employees at the top of their range: For every five (5) consecutive years that an employee remains employed at the top of their range, the employee shall receive a five percent (5%) increase per pay check during the subsequent twelve months. These amounts will not change the base wage rate.

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24.3 Job Descriptions. The Library will ensure that every job description for all Union-represented workers will be reviewed at least once every contract term and that the Union will be promptly notified of any changes.

24.4 An employee reassigned to fill the duties of a higher job classification for a period of ten (10) or more consecutive work days will be compensated at the first step of the salary range in the higher classification, which represents a wage increase to the temporarily reassigned employee.

24.7 Promotions. Employees promoted to a position in a higher class will be advanced to a step of the range for the new class which is nearest to three percent (3%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

24.8 Flex Time

24.9.1 Flex time refers to changes to an existing work schedule that allows employees to adjust their start and end times, or vary their workdays, while still fulfilling their required/scheduled hours and meeting operational needs.

It may be possible for an employee to request to flex their schedule. The schedule must meet the needs of the Library and must be approved in advance by the employee's supervisor.

24.9.2 Overtime Exempt. Overtime exempt employee may flex their schedules, subject to the provisions above, within the pay period.

24.9.3 Overtime Nonexempt Employees. Full-time overtime nonexempt employees may flex their schedules, subject to the provisions above, within the workweek. Part-time overtime nonexempt employees may flex their schedules, subject to the provisions above, within the pay period.

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Article 30 – Use of Artificial Intelligence

30.1. Definitions. For the purposes of this Agreement, “Artificial Intelligence” (AI) refers to the use of computer systems or software designed to perform tasks that typically require human intelligence. These tasks include, but are not limited to, learning from data (machine learning), recognizing patterns, making decisions, problem-solving, and natural language processing. AI systems may include algorithms, models, and technologies that enable automation, data analysis, and decision-making processes that previously relied on human input or judgment.

The following are examples of systems that fall under the scope of this definition, provided they are used in manner that directly affects bargaining unit work:

1. Natural Language Processing (NLP) or Large Language Model (LLM) tools capable of generating, summarizing, editing, or translating written content or audio data.
2. Automated Content Creation systems that generate or assist with text, headlines, photo captions, video scripts, or other editorial materials.
3. Predictive Analytics and Recommendation Engines used for targeted content distribution, audience or patron engagement, and editorial decision-making and content creation based on patron or performance data.
4. Image, Video or Audio Manipulation Software powered by AI to automate editing or create synthetic media, including AI-generated visuals.
5. Automated Fact-Checking Systems used to identify inaccuracies or verify the validity of claims in real-time reporting.

The following are examples of tools and technologies that are explicitly excluded from the definition of AI under this Agreement:

1. Basic Text Predictors used for autocorrect, autocomplete, or grammar suggestions (e.g., Microsoft Word AutoComplete, Grammarly).
2. Standard Editorial Software or templates used for formatting or workflow tasks, such as content management systems (CMS) or page layout programs (e.g., Adobe InDesign, WordPress, Salesforce CMS, customer relationship management system (CRM)).
3. Non-AI Software Tools that do not involve autonomous decision-making or advanced machine learning, such as spreadsheets, search functions, or manual keyword tagging systems (e.g., Excel, Teams).
4. Workflow Automation Platforms performing repetitive administrative actions that do not involve independent decision-making.

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The parties recognize the lists above are for illustrative purposes and are likely to change as the technology evolves

30.2. AI Advisory Committee. The Employer and the Union shall establish an Artificial Intelligence (AI) Advisory Committee (“the Committee”) for the purpose of reviewing, assessing, and discussing the adoption, implementation, and use of Artificial Intelligence technologies in the workplace.

30.2.1. Committee Composition. The Committee shall consist of six (6) members, including an equal number of management employees and bargaining unit employees. ~~The Committee Chair shall be a Union member elected by vote of the membership of the Union. The Library Director shall serve as a voting member of the committee. The committee Chair shall be a member elected by the appointed members of the committee. Voting for this chair shall take place yearly, or upon the departure of the current sitting chair.~~

Management composition must include at least one member of leadership at the director level (or designee), one member from either the Information Technology or Communications department, and the final member from any department.

Union composition must include at least one member Public Services, Collections and Technical Services, and the final member from any department.

The Committee will meet quarterly, ~~as well as~~ or more frequently if requested by either party if mutually agreed upon by both parties. Meeting agendas will be provided two (2) weeks in advance. If an agenda is not provided, the meeting shall be cancelled. Cancelled meetings can be rescheduled by mutual agreement of the parties.

~~The employer shall notify the Committee in the event that they are considering adoption of a new AI System. The Committee must have the opportunity to meet meet and provide their findings to leadership, as well as publish the meeting minutes and resources from said meeting, prior to the employer making a purchase or implementation decision. Prior to the Employer making a purchase or~~

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implementation decision, they must inform the Committee and the Committee must have the opportunity to meet.

30.2.2. Committee Scope and Responsibilities. The Committee shall provide a forum for sharing information and discussing concerns related to AI implementation.

When evaluating the responsible use of AI systems, the Committee may consider compliance with relevant laws, regulations, and industry policy (e.g., policies provided the American Library Association), and balance potential benefits with potential risks. The Committee, composed of both KRL leadership, and Bargaining Unit Members, will have the final decision may make non-binding recommendations to the Employer regarding the use or introduction of AI systems

30.2.3 Board Reporting. Committee meeting minutes shall be kept. Meeting agendas and notes shall be shared and agreed upon at the end of each meeting and posted on KRL intranet / SharePoint. and published on the district's website and internally on SharePoint. A report to the Board of Trustees will be delivered two times each year, or more frequently as needed. The decision to adopt any AI tool will be communicated along with the report to the Board.

30. 3. Adoption of AI Technology.

30.3.1. Human Oversight. Use of AI technology must involve human-in-the-loop and override mechanisms. Post hoc correction of publicly disseminated information or content qualifies as Human Oversight under this provision.

If a bargaining unit employee believes that new AI technology will assist in the performance of their work, the employee may seek approval to use such AI technology from their supervisor.

Employees have the right to refuse instructions to utilize a non-approved AI system on an incidental basis (e.g., requesting employees to quickly provide a service or deliverable). This does not apply to AI systems that have been officially adopted by the organization, nor shall it apply to pilot programs under section 30.3.5.

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30.3.2. Training. Prior to introducing any AI system that significantly affects employee's job tasks, responsibility, or required skills, the Employer shall provide employees with reasonable, job-specific training that includes instruction on the operation of relevant AI tools, known system limitations, and procedures for addressing errors or system failures.

30.3.3. Public Disclosure. All materials intended for public dissemination that are generated with substantial AI assistance shall be clearly identified to maintain transparency and public trust.

30.3.4 Limitations.

~~Employees and management shall not, absent patron consent absent patron consent, enter or incorporate confidential patron, employee or any other non-public data or information into publicly accessible AI systems, or systems adopted by the library which utilize said information.~~

~~AI Tools made available to the public must be utilized on an opt-in basis. Examples of these tools are website chat-bots, resource recommendations, or NLP tools. Additionally, AI Systems that are not public facing, but still ingest and utilize patron information, must require patron opt-in.~~

~~Opt-in shall be defined in accordance with ALA guidelines, requiring clear consensual and informed affirmative decision.~~

~~The sharing or use of such data could lead to unauthorized disclosures, legal liabilities, and other consequences.~~

~~Employees shall not, absent patron consent absent patron consent, enter or incorporate confidential patron, employee or any other non-public data or information into publicly accessible AI systems. AI Tools made available to the public must be utilized on an opt-in basis. The sharing or use of such data could lead to unauthorized disclosures, legal liabilities, and other consequences.~~

30.3.5 ~~The Employer may shall, through pilot programs, test the efficacy and utilization of AI systems through pilot programs. The Employer shall seek volunteers to participate first before requiring Employee participation in any such program.~~

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~~shall not require employees to utilize AI systems that are unapproved by the committee for tasks on any temporary or incidental basis. Employees have the right to refuse usage of AI systems until they have been approved by the committee adopted by the district and training has been provided to the employee.~~

~~The Employer may shall, through pilot programs, test the efficacy and utilization of AI systems through pilot programs.~~

~~The employer must include at least two members of the committee, one from management, one from the union, in the testing of the system.~~

~~In the event a pilot program is utilized, the Employer shall seek additional volunteers first before requiring Employee participation in any such program.~~

~~Pilot programs are not required if a new system will not be utilized by union members, ingest and retain employee data, or will not make use of patron data.~~

30.54. Limits on Surveillance-Related AI.

30.5.1. The Employer shall not deploy AI-enabled monitoring or surveillance technologies for the purpose of tracking employee movements, communications, biometric data, or behavior except as required for legitimate operational, safety, or security needs and consistent with applicable law.

30.5.2. AI systems shall not be used as the sole basis for discipline, discharge, or negative performance evaluation. Any data generated by such systems shall be subject to human review prior to being used in any employment-related decision.

30.45. Notice and Bargaining. ~~The~~ Employer will provide the Union at least sixty (60) calendar days' notice of its intention to introduce new AI technology that will materially and substantively impact bargaining unit job duties. The Employer will engage in good faith effects bargaining upon request during the (60) day period, which may be extended by mutual agreement. If no agreement is reached within the (60) day or extended period, the Employer may implement its final proposal without further bargaining.

30.56. Workforce Reductions. During the term of this Agreement, the Employer will seek to accomplish any reductions in staff related to the Employer's use of AI technology by

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attrition. Should the Employer decide that the adoption of AI technology will result in a layoff of bargaining unit employees, then it will provide the Union at least sixty (60) calendar days' notice, and engage in good faith effects bargaining (including consideration of any Union proposals that contain alternatives to a layoff) upon request during the 60-day period, which may be extended by mutual agreement. If no agreement is reached within the (60) day or extended period, the Employer may implement its final proposal without further bargaining. Layoffs will be implemented in accordance with Article 12 (Layoff and Recall).

30. ~~67. When an AI system is adopted, and its usage shall be required by employees in existing or new represented positions, job descriptions shall be updated to clearly reflect and define required usage of AI systems.~~ If an AI system is adopted and its usage required by employees in represented positions, job/position descriptions will be updated during the next review cycle to include a general statement indicating that the utilization of an AI system(s) is required.

_____/s/ John Hodges-Howell_____

John Hodges-Howell

Date: 3/17/26



Steve Sloniker

3/23/2026

Date

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Package (Article 24, Article 31, MOU re: Flex Time)

Last, Best, and Final Offer

ARTICLE 31. TERMS OF AGREEMENT

Option 1

31.1 This Agreement shall be in full force and effect from January 1, 2026, through and including March 31, 2028. **Either party may request negotiation of a successor Agreement no sooner than one hundred twenty (120) days prior the termination of the Agreement and no later than sixty (60) days prior to the termination of the agreement. Upon such notice being given, negotiations shall begin as soon as reasonably practicable. The Union will identify articles that it anticipates opening for successor negotiations no later than December 15, 2027, and the Employer will identify articles that it anticipates opening for successor negotiations no later than January 31, 2028. The Parties agree that nothing herein precludes opening additional articles not identified by these disclosure deadlines.**

(Package supposal, May 14, 2026)

MEMORANDUM OF UNDERSTANDING

BETWEEN

KITSAP REGIONAL LIBRARY

AND

WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

A. Trial Basis and Sunset

The parties agree to implement the following process on a trial basis. This Memorandum of Understanding shall take effect on upon ratification of the successor Agreement and shall sunset on **June 30, 2027**, unless extended by mutual written agreement of the Employer and the Union.

B. Flexing at the End of a Workweek

Nonexempt librarians will be expected to complete outreach, partner programing, and library organized programing, including any clean-up, within regularly scheduled hours. If a nonexempt librarian is engaged in outreach, partner programing, or library organized programing and cannot stop working at the end of their regularly scheduled shift without damaging the Library's standing or reputation with the external community, and the nonexempt librarian does not have the opportunity to flex due to the nonexempt librarian having worked forty (40) hours in the workweek, then requests for overtime hours will be deemed approved until the employee receives a response from their supervisor or manager, provided the nonexempt librarian submits a request for overtime hours at least thirty (30) minutes before the end of the scheduled shift.

C. Flexing During the Work Day

Unless it is the end of the forty (40) hour work week, nonexempt librarians will have the flexibility to adjust their daily work schedules by up to two (2) hours, with advance notice and approval by supervision, without the need to use paid leave. The Employer will consider an employee's request as long as the branch can meet branch staffing levels and operational needs without causing an additional cost to the district. It is the intent of this provision is to be occasionally exercised (not regularly and persistently exercised), and it shall not result in a permanent change of schedule.

The Employer strongly encourages employees to take meal periods and rest breaks. Should flexing under this provision affect the timing or number of rest break and meal periods, then flexing under this provision shall supersede applicable state law regarding rest breaks and meal periods.

John Hodges-Howell

Date:

Steve Sloniker

Date:

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
KITSAP REGIONAL LIBRARY
AND
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

Custodian Work Assignments

~~During successor bargaining for the 2026-2027 WPEA collective bargaining agreement, the WPEA raised concerns about custodian work assignments across the library district. Specifically, the Union raised concerns about custodians being regularly assigned work at different locations throughout the district in the same work week. Additionally, the Union shared concerns about custodians being required to rotate schedules every six months, and that they cannot be assigned the same branch more than once in a calendar year. The district stated that they require all custodians be familiar with cleaning all branch locations.~~

~~To acknowledge and evaluate the concerns presented by the Union, the parties agree to a two year trial period to determine if stabilizing work assignments meet both the needs of the district and individual employees.~~

~~Upon execution of this MOU, the district will implement a location bidding process, by seniority, allowing each custodian to choose their primary duty location(s). Each assignment will last a period of one year, at which point another bidding process will begin. Each assignment will be listed with either standalone branches or multiple branches located geographically as close as possible as follows:~~

- ~~● Little Boston/Kingston~~
- ~~● Port Orchard/Manchester~~

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~~This MOU expires on December 31, 2027, unless extended by mutual agreement.~~

A. Trial Basis and Sunset

The parties agree to implement the following custodial work assignment bidding process on a trial basis. This Section shall take effect on upon ratification of the successor Agreement and shall sunset on December 31, 2027, unless extended by mutual written agreement of the Employer and the Union. Upon expiration, the parties shall revert to the custodial work assignment practices that existed immediately prior to the implementation of this Memorandum of Understanding unless otherwise agreed.

B. Posting and Bidding

Custodial work assignments will be posted for bid as determined by the Employer. Bargaining unit custodians may submit bids for posted assignments within the time period established by the Employer. Employees will remain in their current assignments until February 2027, when the bid cycle commences. Assignments shall be awarded to the most senior qualified bidder based on Classification Seniority (see Article 6); provided, however that employees cannot repeat assignments.

C. Vacancies

If a custodial work assignment becomes vacant during the bid period, the Employer may fill the vacancy at its discretion, including by direct assignment, without reposting the assignment or otherwise conducting a rebid.

D. Management Rights / Grievance Limitation

Nothing in this Section shall limit the Employer's right to assign work, determine operational needs, or make temporary or permanent assignments to ensure the efficient

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operation of the workplace. ~~Decisions regarding postings, qualifications, and assignments under this trial provision shall not be subject to the grievance and arbitration procedure except for claims alleging a clear violation of the seniority award requirement set forth in Section B.~~

[As a concept, our proposed language is not new. For example, Arts. 14.5 and 23.10 place limits on what is arbitrable and what isn't.

We had added the language for the sake of clarity, understanding that it did not otherwise diminish management rights. However, if the Union feels strongly that adding this language is unnecessary, we can agree to strike it, provided the parties agree removing the proposed language does not create grievance rights that otherwise do not exist, and that management preserves its existing rights with regards to postings, assignments, and qualifications for any given position.]

/s/ John Hodges-Howell

John Hodges-Howell

Date: 3/17/26

Steve Sloniker

Date