Memorandum of Understanding

The purpose of this Memorandum of Understanding between the Washington State Council of County and City Employees Locals 3758 and 3758-S (the “Unions”) and the Timberland Regional Library (the “Library”) is to address impacts related to the implementation of the “Group Staffing Model.”

Recitals

On December 17, 2014, the Library informed Union representatives of its plan to change staffing models for several small branches. The parties met several times between January 2015 and August 2015 to address impacts on wages, hours, and working conditions.

Agreement

Now, therefore, the parties agree as follows:

1. On or before February 1, 2016, the Library will formally review the effectiveness and impacts of the Group Staffing Model. The Library will seek input from Union Representatives and impacted employees in this report. The final report will be made accessible to all TRL employees.

2. Consistent with the Library’s actions heretofore, any future “Large Library Managers” who are assigned the responsibility of supervising more than one branch shall be promoted to the “Senior Library Manager” classification.

3. Consistent with the Library’s actions heretofore, any future “Circulation Supervisors” who are assigned the responsibility of supervising more than one branch shall be promoted to the “Senior Circulation Supervisor” classification.

4. The Library will create a new classification entitled “Lead Library Assistant” to be paid at salary range 43, the job description for which is attached to this Memorandum. On or before September 1, 2015, the most senior employee, as calculated consistent with Article 12 of the CBA, in the “Senior Library Assistant” classification at each impacted branch shall be offered a non-competitive promotion to this new classification. If that employee elects not to accept the promotion within seven (7) calendar days, the appointment shall be offered to the next most senior “Senior Library Assistant” at the branch, and so on by seniority.

5. Should the Library elect to implement a similar Group Staffing Model at any additional Peer I (small) Libraries in the future, the Library will use the process described above to offer promotion to a “Lead Library Assistant” to incumbents at the impacted branch.

6. Following this initial seniority-based promotion at each impacted Peer I branch, future promotions to the “Lead Library Assistant” shall be through a competitive promotional process, consistent with Article 9 of the Collective Bargaining Agreement.

7. FLSA non-exempt (“hourly”) employees hired at impacted branches before January 12, 2015 shall not be required to travel and work to other Library branches in their staffing “group.” Those staff hired before January 12, 2015 may volunteer to travel and work at other Library branches in their staffing “group.” Hourly employees hired on or after January 12, 2015 may be required to travel and work at other Library branches in their staffing “group.” This provision shall not apply to employees covered by the 3758-S (Supervisory Unit) Collective Bargaining Agreement.
8. Each employee shall continue to have an assigned official work location (generally a Library branch or Service Center), even if they are routinely expected to work at multiple work locations in the same week.

9. Employees who are requested or required to travel to multiple branches or work locations shall be paid mileage and travel time consistent with TRL policies and practice.

10. The Library will develop procedures for employees who suffer an automobile accident or breakdown while engaged in travel for Library business consistent with past practices and travel policies and procedures.

11. The parties agree that although this dispute has been settled in the manner described herein, the resolution (or non-resolution) of any future dispute will depend on a multitude of factors specific to that situation and this Agreement shall not limit, restrict or require the Library or Unions to resolve any dispute, or to resolve any dispute in a particular fashion.

Signed and Dated this 3 day of September, 2015.

Timberland Regional Library:

Cheryl [Signature]

Washington State Council of County and City Employees, Local 3758:

[Signature]

Washington State Council of County and City Employees, Local 3758-5:

[Signature] 10-15-15