

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 Initiative 1433 of the State of Washington.

Recitals

The Unions met to impact bargain the implementation of Initiative 1433 of the State of Washington with the Library. The parties met Monday, February 12, 2018 to address impacts on wages, hours, and working conditions.

Agreement

Now, therefore, the parties agree as follows:

1. The provisions of this Memorandum will become effective March 1, 2018.
2. Article 16 of the Collective Bargaining Agreement will be revised as follows:

ARTICLE 16 – SICK LEAVE

Section 1: Full-time employees who were in pay status for fifteen (15) or more days during the month shall accrue eight (8) hours of sick leave credits per month.

Section 2: Part-time employees shall accrue sick leave credits under the same conditions as full-time employees, except that the accrual rate shall be prorated based on their FTE. Under no circumstances will an employee receive less than one hour of sick leave for every 40 hours worked. Sick leave shall not accrue during leaves of absence without pay or layoffs.

Section 3: ~~Sick leave shall not accrue during leaves of absence without pay or layoffs.~~An employee is authorized to use paid sick leave for the following reasons:

- A. 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;
- B. To allow the employee to provide care for a family member (as defined in Section 16.4, below) 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;

- C. 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; and
- D. An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
- E. Medical or dental care of the employee, except that before such absence is charged to sick leave, an employee may be excused, with prior approval, a total of (1) hour per month for routine medical and dental appointments.

Section 4: The family members to whom this section applies include:

- A. 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;
- B. 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;
- C. A spouse;
- D. A domestic partner;
- E. A grandparent;
- F. A grandchild;
- G. A sibling; or
- H. Any person living with or legally dependent upon the employee.

~~Sick leave shall be granted for the following reasons:~~

- ~~A. Personal illness or physical incapacity.~~
- ~~B. Enforced quarantine of the employee by physician.~~
- ~~C. Injury or illness of any person living with or legally dependent upon the employee, parents of the employee, children and stepchildren of the employee, necessitating the employee's presence.~~
- ~~D. Medical or dental care of the employee, except that before such absence is charged to sick leave, an employee may be excused, with prior approval, a total of (1) hour per month for routine medical and dental appointments.~~
- ~~E. Medical or dental treatment of any person living with or legally dependent upon the employee.~~
- ~~F. Physical disability caused by pregnancy, miscarriage, abortion or childbirth, and recovery therefrom.~~
- ~~G. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.~~

Section 5: When employees go on sick leave, they must notify their supervisors as soon as possible, but not later than the beginning of their shift. Denial of sick leave pay may

result unless there is a reasonable explanation by employees of failure to do so. The Employer may require employees to provide written verification that the employee's use of paid sick leave is for a purpose authorized under RCW 49.46.210 or this Agreement ~~certification from a physician confirming that the employees have been incapacitated for work for the period of absence and are again physically able to perform their duties.~~ Such verification~~certification~~ may be required for any absence of more than three (3) or more consecutive workdays. Any Library-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

Section 6: Absence for part of a day by hourly paid employees for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one-quarter hour. Holidays and other regular days off shall not be charged against sick leave.

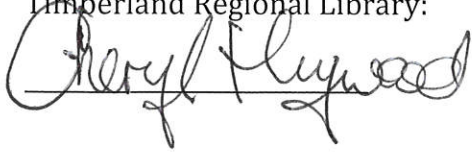
Section 7: If employees are absent due to illness or injury for which they are receiving payment from Worker's Compensation, the Employer's obligation shall be limited to the difference between the employees' regular wages and the amount received from the State. At the employees' option, sick leave may be charged on a pro rata basis in such a case until exhausted.

Section 8: Employees who have accrued in excess of 480 hours of sick leave may annually in January elect to trade 24 hour increments of sick leave for 8 hours of vacation. An employee may not use this provision to deplete their sick leave balance below 456 hours. Part-time employees shall be eligible to trade sick leave under the same conditions and ratios as full-time employees, except that the requirements for participation be prorated based on their FTE. The exchange of sick leave to vacation leave shall be capped at 120 hours of sick leave exchanged for 40 hours in a calendar year.

3. It is the parties' expressed intent that "medical" care, diagnosis, and preventative treatment as described in Section 16.3 continues to include vision and dental services.
4. The Library will distribute a copy of this memorandum to all bargaining unit members.
5. 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 ____ day of February 2018.

Timberland Regional Library:



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



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



Washington State Council of County and City Employees, Local 3758-S, Staff Representative:



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

