

Sacramento Public Library Authority

Agenda Item 7.0: Unrepresented Personnel Resolution FY 2010-11

TO: Sacramento Public Library Authority Board Members

FROM: Rick Teichert, Deputy Director of Support Services

RE: Unrepresented Personnel Resolution for FY 2010-11

RECOMMENDED ACTION:

1. Adopt Resolution #10-02, A Resolution Adopting the Unrepresented Personnel Resolution dated July 22, 2010

REASON FOR RECOMMENDATION

Background

On April 25, 1996 the Authority Board approved a resolution to enact a Personnel Resolution covering salary administration, hours of work, and other terms and conditions of employment for unrepresented employees. This Unrepresented Personnel Resolution is updated on an annual basis.

For the FY 2010-11 update, staff is proposing one change to the Unrepresented Personnel Resolution to take effect **July 22, 2010**:

1. Added a subsection to Article 2, Section 2.1 Fringe Benefit plan, Subsection h: Premium Payment With Separation Date During the First Pay Period of the Month.

Regular premium deductions are taken in the first and second pay periods of each month. Employees who separate from employment during the first pay period of the month pay ½ of the month's premiums through regular payroll deductions; however, state wages law prevents additional deductions from employees' final paycheck without prior written consent.

Subsection h addresses this issue and allows the Authority to deduct the health premium that would have been deducted from the second pay check of the month from any leave balance due to an employee upon separation. In the event the remaining leave balance is insufficient to cover the entire amount of the remaining premium due, the responsibility lies with the employee to pay the remaining amount.

Addition of this Subsection will provide future cost savings to the Authority.

For the FY 2010-11 update, staff is proposing two changes to the Unrepresented Personnel Resolution to take effect **January 1, 2011**:

1. A decrease to the cash-back allowance for employees who have waived insurance coverage; and

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2. An increase to the fringe benefit for health and dental insurance coverage for those employees who have enrolled in the Library's insurance programs.

Cash Back Reduction

For management staff who elects to waive insurance coverage, the cash back allowance shall be reduced from \$525 per month to \$475 per month. For unrepresented non-management staff, the allowance shall be reduced from \$500 to \$450 per month.

Fringe Benefit Increase

For unrepresented non-management staff, the fringe benefit increase for health and dental coverage is limited to the same terms included in the Local 39 Supervisory Unit agreement. Unrepresented staff hired before January 1, 2007, who elect employee-only coverage will be limited to \$684 per month for non-management staff and\$720 per month for management staff. Unrepresented staff hired after January 1, 2007 who elect employee-only coverage will be limited to the actual cost of the lowest cost health and dental plan.

For unrepresented staff electing employee-plus-one or employee-plus-two or greater coverage, the amount covered by the Library will increase by 75% of the amount of increase in the lowest cost health plan and lowest cost dental plan. This increase shall be added to the current monthly contribution amount effective January 1, 2011.

Fiscal Impact

There are 17 unrepresented employees – 12 management staff and 5 non-management staff. Seven employees waive insurance coverage and will receive a reduction in the cash back allowance they receive. Implementation of this change will result in annualized savings to the Library of \$4,200.

The increase of the fringe benefit cost for health and dental insurance coverage is consistent with the increase included in the Local 39 Supervisory Unit agreement. This change affects 10 people enrolled in Library-provided insurance coverage. The annualized increase for the change effective January 1, 2010 is \$3,300. Staff estimates similar cost results for January 2011. Both of these changes maintain parity with the Supervisory Unit's Memorandum of Understanding currently in place. The changes resulted in an annual net savings to the Library of \$2,100 for FY 2010. Staff anticipates similar results for FY 2011.

ATTACHMENTS

Resolution #10-02, A Resolution Adopting the Unrepresented Personnel Resolution dated July22, 2010

Exhibit A: Unrepresented Personnel Resolution, Revised Effective July 22, 2010

RESOLUTION NO. 10-02

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 22, 2010

A RESOLUTION ADOPTING THE UNREPRESETED PERSONNEL RESOLUTION EFFECTIVE JULY 22, 2010

BE IT HEREBY RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

Approves and adopts the Unrepresented Personnel Resolution, attached as Exhibit A, effective July 22, 2010.

	Roberta MacGlashan, Chair
ATTEST:	
Rivkah K. Sass, Secretary	
By: Brenda Haggard, Assistant Secretar	ту

Exhibit A: Unrepresented Personnel Resolution Effective July 22, 2010

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SACRAMENTO PUBLIC LIBRARY

UNREPRESENTED PERSONNEL RESOLUTION

REVISED EFFECTIVE JANUARY JULY 422, 2010

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ARTICLE 1

SALARY ADMINISTRATION

1.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment in an unrepresented non-management position in the Authority shall normally be step "1". However, if the Library Director or designee ("Library Director") finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made.

1.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

Depending upon the classification (or terms of probation), upon successful completion of twenty-six (26) weeks of service (1,040 hours) or fifty-two (52) weeks of service (2,080 hours), a regular employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced at fifty-two week (52) intervals (2,080 hours) to succeeding steps of the assigned salary range. Regular employees who have completed the required probationary period in his/her classification, who is at a salary step lower than the highest step, and demonstrates exceptional performance or as needed for retention, may be advanced to a higher step in the salary range for that classification at any time, subject to approval by the Library Director. The anniversary date will be adjusted to that of the effective date of the step increase.

b. Denial of Step Increase and Reduction in Grade

Regular employees who do not maintain a satisfactory level of performance shall be denied advancement and may be reduced within grade upon approval of the Library Director. Non-management employees who are reduced in grade or denied advancement may request the Library Director to review the action.

c. Effective Date of Step Increases

Increases to employees shall become effective on the first day of the following biweekly pay period, which weekly pay period shall begin at 12:01 a.m. Saturday, and end 12:00 midnight the following Friday unless retroactive pay is approved by the Library Director or by Board Resolutionaction. Subsequent pay adjustments within the assigned salary range shall become effective the first day of the following biweekly pay period; at fifty-two (52) week intervals (2,080 hours) from the anniversary date of the first increase.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

When the probationary period, if applicable, is extended due to light duty, leave without pay, or on-the-job-injury, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time cumulatively exceeds

1

twenty (20) workdays.

When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except 2,080 hours is required rather than 1,040 hours.

Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase, or on the first day of the biweekly pay period following completion of a shorter period as described above.

1.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one class to another that has a higher salary, through examination, appointment to a management position, temporary appointment in the absence of an eligible eligibility list, or reallocation, or reclassification of a position, the employee shall receive a one step (5%) increase or the "1" step of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

b. Movement to Another Position in the Same Classification or to a Classification Within the Same Salary Range

When an employee moves to another position in the same classification or to another classification within the same salary range, the employee shall maintain the same salary and same anniversary date.

1.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is changed by <u>Board actionResolution</u>, the salary rate of each employee in the classification shall be adjusted to the step in the new range that corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

1.5 RATE OF COMPENSATION UPON RETURN TO AUTHORITY SERVICE

- a. An employee recalled after layoff or reinstated after a leave of absence shall return at the same salary step paid at the time of departure.
- b. If the an employee is re-employed after resignation to a the same or lower classification that is the same or lower than that in which last employed, the employee may receive be placed at any step in the given classification at the discretion of the Library Director. In no event, however, shall it, but not to exceed the salary step received immediately prior to leaving Authority service. If the employee is placed at a stepthat step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be

2,080 hours from the date of re-employment and each 2,080 hours thereafter until the maximum step of the salary range is reached.

1.6 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON COMPENSATION

In the event an employee takes a leave of absence without pay of ten (10) or fewer consecutive workdays, that time Time spent on leave of absence without pay of ten (10) or less consecutive workdays-shall not affect the step increase eligibility anniversary date. For such-leaves without pay in excess of ten (10) consecutive working days, the step increase anniversary date shall be extended by the total amount of time spent on leave of absence without payall leave time shall not count toward step increases.

1.7 RATES HIGHER THAN THE HIGHEST STEP (Y-RATE)

- a. Whenever the salary of an employee exceeds the highest step of the salary range established for a classification, the Library Director shall at its discretionmay designate such salary as a "Y-rate". During such timeAs long as an employee's salary remains above the highest step of a given classification, the employee shall not receive further salary increases, except that uponUpon promotion to a higher classification, the employee shall immediately advance to the that step of the range of the higher classification next above the "Y-rate." The employee shall then, and be eligible for advancement to succeeding steps in the range as outlined in this Resolution.
- b. An example of when aA Y-rate may applyapplies is when an employee's position is reallocated to a classification with a lower salary range. The Y-Rate; and examples of when a Y-rate shall not apply in instances of are-discipline, layoff, or voluntary demotion.

1.8 TEMPORARY WORK IN HIGHER CLASSIFICATION

- a. Temporary assignments to higher classifications shall be permitted only in those classifications instances where, in the judgment of the Library Director, it is necessary to maintain proper and efficient Authority operations. An employee temporarily assigned to a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of a five percent (5%) premium over and above of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in step "1" of the higher classification, whichever is greater, but in no event shall the total pay not to exceed the highest step of the higher classification.
- b. A temporary appointment to a management classification requires the approval of the Library Director. Fringe benefits shall be governed by based on the employee's regular classification. The salary for the management classification shall be determined by the Library Director.
- c. Employees are not eligible to receive out-of-class compensation while on paid leave unless the employee has worked a minimum of 6 continuous months in that

out of class position.

1.9 MANAGEMENT BROADBAND

The Library Director is authorized to change the number of management positions by adding or deleting positions, adding new or re-defining the duties of existing management positions, and adjusting the salary of individual managers or positions. The Library Director will-shall review the broadband on an annual basis and recommend modifications to the band to , which shall be approved by ResolutionAction of the Authority Board.

ARTICLE 2

HEALTH AND WELFARE BENEFITS

2.1 FRINGE BENEFIT PLAN

The Fringe Benefit Plan shall be applicable to all full-time unrepresented employees. The Fringe Benefit Plan, including management leave time, for employees who are less than full-time shall be established by the Library Director on a case-by-case basis, not to exceed the Fringe Benefit Plan for comparable full-time employees.

The fringe benefit plan for unrepresented employees shall be as follows:

a. Basic Life Insurance

Authority-paid basic life insurance shall be:

Group	\$ Amount
Non-management	\$20,000
Management	\$50,000

b. Long-Term Disability Insurance

Management employees shall receive Authority-paid long-term disability insurance.

- c. Health and Welfare Contribution to Unrepresented Non-Management Employees
 - For employees who choose the employee only plan, the Authority contributions shall be as follows:
 - Employees hired prior to January 1, 2007, the Authority contribution shall be \$684 per month or the lowest cost health and dental rate, whichever is greater.
 - ii. Employees hired on or after January 1, 2007, the Authority contribution shall be equal to the lowest cost health and dental rate.
 - 2. For employees enrolled in an Authority-sponsored health plan for employee plus one dependent, the Authority contribution shall be as follows:

- Effective January 1, 20119, the Authority shall increase the current contribution by an amount equal to 75% of the increase in the health care rate of either Kaiser Health or HealthNet, whichever is lower, plus 75% of the increase of the lowest cost dental plan.
- 3. For employees enrolled in an Authority-sponsored health plan for employee plus two dependents, the Authority contribution shall be as follows:
 - Effective January 1, 2011.0 the Authority shall increase the current contribution by an amount equal to 75% of the increase in the health care rate of either Kaiser Health or HealthNet, whichever is lower, plus 75% of the increase of the lowest cost dental plan.
- 4. In addition to the above, unrepresented non-management employees shall also receive a monthly 3% of base salary optional benefit plan. According to the provision of the Authority-sponsored (IRS) Section 125 Plan, it shall be applied first to the employee's retirement contribution (if any), up to the maximum of such retirement contribution, and, second, the premiums for Authority-sponsored health and dental plans, short-term disability plans, and/or supplemental life insurance for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the Authority-sponsored flexible spending account or dependent care reimbursement programs, or paid in cash to the employee, as directed by the employee. If the Authority's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the Authority shall deduct on a pre-tax basis from the employee's paycheck, the balance of the amount needed for such purposes.
- d. Health and Welfare Plus Optional Benefit Plan for Management Employees
 - For employees who choose the employee only plan, the Authority contributions shall be as follows:
 - Employees hired prior to January 1, 2007 the Authority contribution shall be \$720 per month or the lowest cost health and dental rate, whichever is greater.
 - ii. Employees hired on or after January 1, 2007, the Authority contribution shall be equal to the lowest cost health and dental rate.
 - For employees enrolled in an Authority-sponsored health plan for employee plus one dependent, the Authority contribution shall be as follows:
 - Effective January 1, 20110, the Authority shall increase the current contribution by an amount equal to 75% of the increase in the health care rate of either Kaiser Health or HealthNet, whichever is lower, plus 75% of the increase of the lowest cost dental.

- 3. For employees enrolled in an Authority-sponsored health plan for employee plus two dependents, the Authority contribution shall be as follows:
 - Effective January 1, 2011, 0 the Authority shall increase the current contribution by an amount equal to 75% of the increase in the health care rate of either Kaiser Health or HealthNet, whichever is lower, plus 75% of the increase of the lowest cost dental plan.
- 4. In addition to the above, management employees shall also receive a monthly 7% of base salary optional benefit plan. According to the provision of the Authority-sponsored (IRS) Section 125 Plan, it shall be applied first to the employee's retirement contribution (if any), up to the maximum of such retirement contribution, and, second, the premiums for Authority-sponsored health and dental plans, short-term disability plans, and/or supplemental life insurance for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the Authority-sponsored flexible spending account or dependent care reimbursement programs, or paid in cash to the employee, as directed by the employee. If the Authority's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, then the Authority shall deduct on a pretax basis from the employee's paycheck, the balance of the amount needed for such purposes.

e. Insurance over \$50,000

Unrepresented employees may purchase out-of-pocket supplemental life insurance subject to the restrictions specified in the insurance carrier's plan documents.

f. Cash-Back Limits

The cash-back from the IRS Section 125 Plan shall be limited to employees as follows:

- Effective January 1, 2011 for unrepresented non-management employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$500-450 per month.
- Effective January 1, 2011 for unrepresented management employees who
 waive Authority-sponsored health insurance, the cash-back limit shall be \$525
 475 per month.
- 3. The cash-back for employees hired after January 1, 2007 who waive Authority-sponsored health insurance shall be limited to \$200 per month.

g. Minimum Hours of Work Requirement

In order to receive the Authority contribution towards Health and Welfare benefits, an employee must work a minimum of forty (40) hours in a given pay period. If the employee fails to work the minimum hours necessary to receive the Authority contribution, the amount needed to pay for the insurance plans the employee has selected shall be deducted from the employee's paycheck. If the employee's net pay is insufficient to satisfy the total amount, the individual employee shall pay the difference directly to the Authority. Failure to do so before the end of the calendar month in which the deduction occurs shall result in the employee being dropped from the Authority-sponsored insurance program until the employee returns to work and is able to resume paying for health benefits.

h. Premium Payment With Separation Date During First Pay Period of the Month

In the event an employee separates from Library Authority employment in the first pay period of the month, the health premium that would have been deducted from the second pay check of the month shall instead be deducted from any remaining leave balance payment due to the employee upon separation. In the event the remaining leave balance is insufficient to cover the entire amount of the remaining premium due, it is the responsibility of the individual employee to pay for the remaining amount. This payment may be accomplished through deduction from final pay, or by personal check made payable to the Sacramento Public Library Authority.

Comment [bh1]: This sentence added to indicate the process for making such payment. If appropriate to state in this way, HR will create an authorization and acknowledgment form for the employee to sign at the time of hire, which form shall be maintained in the employee's file. Please indicate whether it is more appropriate to have the employee sign the acknowledgment/agreement at time of exit interview

2.2 FLEXIBLE SPENDING ACCOUNTS

- a. The Authority shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:
 - Out-of-pocket costs for Authority-sponsored health and dental insurance premiums;
 - Un-reimbursed health care expenses up to \$4,800 per plan year effective each January 1; and
 - 3. Dependent care reimbursement.
- b. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above.
- c. Employees will shall be informed about the procedures, rules, and the forfeiture of unused FSA funds left unused in FSA.

2.3 DEFERRED COMPENSATION PLAN

Unrepresented employees may participate in the Authority's deferred compensation plan, as long as the deferred compensation salary limit is not exceeded.

2.4 SECTION 401(A) MONEY PURCHASE PLAN

Management employees may participate in the Authority-sponsored 401(A) Money Purchase Plan. The plan consists of an employee contribution of 5% and employer contribution of 4%.

2.5 STATE DISABILITY INSURANCE AND PAID FAMILY LEAVE

- a. The Authority shall maintain State Disability Insurance (SDI) and Paid Family Leave (PFL) at the employee's cost for unrepresented employees.
- b. The intent of this program is to enable eligible employees who file for SDI or PFL benefits in accordance with applicable rules and procedures to integrate such SDI or PFL benefits with their own available leave balances. Integration occurs when the SDI or PFL benefit and the monetary value of the employee's leave balance combine to provide a bi-weekly adjusted net income that does not exceed 100% of the employee's regular net income, so long as available leave balances and SDI or PFL eligibility permits. The regular net income is the employee's gross income less any required deductions such as taxes, retirement and SDI or PFL insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.
- c. Eligible employees shall use SDI or PFL on an integrated basis first using all available paid leave hours, Authority leave benefits providing for sick leave, all

available paid leave hours, followed by use of any compensatory time off (CTO), and catastrophic leave (CAT), in that order, subject to the provisions of Article 3, Section 3.7.c.

- d. Integration of SDI or PFL with accrued leave balances must follow the procedures established by the Authority, which the Authority shall, in its sole discretion, implement to ensure the equitable application of the program.
- e. Integration of SDI or PFL with accrued leave balances shall take place only if the employee submits a request for integration in writing to Human Resources, using the Authority-provided form.
 - (1) The Authority shall make leave payments to the employee in the usual manner except that the net pay, including SDI or PFL benefits and net Authority pay, shall not exceed 100% of the employee's regular net pay. If SDI or PFL benefits equal or exceed 100% of the regular net pay, no Authority payment shall be made.
 - (2) Temporary pay allowances not of a permanent nature, such as overtime compensation, night shift differential, or out-of-class pay, shall not be counted considered when in determining the employee's gross or net pay.
 - (3) PTO, CAT leave and Holiday pay or credit will accrue on a prorated basis during the period of integrated SDI or PFL, based on the number of hours integrated from the employee's paid leave balances.
 - Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI or PFL program.
 - (4) If the employee exhausts all available leave balances but continues on SDI or PFL, the Authority compensation, including leave accruals, shall cease.
 - (5) The Authority shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods that include Authority payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverage when Authority contributions cease.
 - (6) Any period of absence during which an employee is receiving SDI or PFL benefits but is not receiving leave integration payments shall be deemed a leave of absence without pay.
 - (7) Eligible regular part-time employees shall be included in this program on a prorata basis.
- f. In the event the Authority determines that legislative, administrative or judicial

determinations cause changes that in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.

g. For purposes of the calculating the integration provision, exempt employees shall be considered to work a 40-hour work week, eight hours per day, five days per week.

2.5 STATE DISABILITY INSURANCE

- a. The Authority shall maintain State Disability Insurance (SDI) at the employee's cost for unrepresented employees.
- b. The intent of this program is to enable eligible employees who file for their SDI benefits in accordance with applicable rules and procedures to integrate such SDI benefits with their own available leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balance combine to provide a bi-weekly adjusted net income that is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee authorized deductions shall be deducted from the resultant net pay.
- c. Eligible employees will use SDI on an integrated basis with Authority leave benefits providing for sick leave, paid time off (PTO) and compensating time off (CTO), and catastrophic leave, in that order.
 - d. Integration of SDI with accrued leave balances will require detailed procedures that the Authority shall, at its sole discretion, implement to insure the equitable application of the program.
 - e. Integration of SDI with accrued leave balances shall take place subject to the following conditions.
 - i. The employee contacts the Human Resources Department to establish a date for integration to begin. In the event that an employee is unable to so notify the Authority, contact from the employee's spouse, domestic partner, parent, or another close family member will be sufficient.
 - ii. Upon contacting the Human Resources Department, the employee must immediately file for SDI with the State of California. If the Authority does not receive the appropriate notification from the State of California prior to the end of the integration, the Authority will reverse the integration process and will treat the period of time as though no integration occurred.
 - iii. Receipt of the notice of eligibility from the State of California. If the employee chooses not to contact the Human Resources Department as outlined in subsection (1) above, it is recommended that he/she file for SDI as soon as possible. No integration under this option can occur until the Authority receives the notification from the State.

When the employee's eligibility is established, the Authority shall make leave payments to the employee in the usual manner except that the net pay, including SDI benefits and net Authority pay, shall not exceed 100% of the regular net pay. If SDI benefits equal or exceed 100% of the regular net pay, no Authority payment shall be made.

- f. Special pay allowances not of a permanent nature, such as overtime compensation, night shift differential, or higher duty assignment pay, shall not be counted in determining the employee's gross or net pay.
- g. PTO shall not accrue during the period of integrated SDI in which the employee receives SDI payments unless there are hours of work. The employee shall receive a prorated accrual based on the number of hours actually worked. Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI program.

Any period of absence during which an employee is receiving SDI benefits but is not receiving leave integration payments shall be deemed a leave of absence without pay.

If the employee exhausts all available leave balances but continues on SDI, the Authority compensation and benefits, including PTO, shall cease.

The Authority shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods that include Authority payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverages when Authority contributions cease.

Eligible regular part time employees shall be included in this program on a prorated basis.

h. In the event the Authority determines that legislative, administrative or judicial determinations cause changes, which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.

ARTICLE 3

LEAVES

3.1 PAID TIME OFF (PTO)

 a. Time off with pay shall be earned by unrepresented full-time employees based on the equivalent of full-time service from the date of appointment. Paid time off (PTO) shall be earned over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. PTO in excess of six hundred and

forty (640) hours will be paid to the employee in cash at the employee's straighttime rate on the first two (2) pay periods of each month. PTO will cease to accrue once the unused balance totals six hundred forty (640) hours.

b. Eligible employees shall accrue and accumulate PTO in accordance with the following schedule:

Years of Service	Accrual Rate	Accrual
	Hours & Minutes	<u>Maximum</u>
During first 5 years	7 hours 40 minutes	640 hours
6 through 10 years	9 hours 20 minutes	640 hours
11 through 15 years	10 hours 20 minutes	640 hours
16 through 20 years	11 hours 00 minutes	640 hours
21 through 25 years	11 hours 20 minutes	640 hours
26 years and more	11 hours 40 minutes	640 hours

- c. Unrepresented non-management part-time employees shall accrue PTO on a pro-rata basis.
- d. Accrued PTO may be taken upon approval and at the discretion of the employee's supervisor or managerLibrary Director. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' paid time off, the supervisor or, manager or designee may place reasonable seasonal or other restrictions on the use of accrued paid time off.
- e. An employee who separates from Authority service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her accrued PTO as of the date of separation.
- f. An employee who is called to active military duty from a reserve status may request a payout equal to the monetary value of his/her accrued PTO prior to deployment.
- g. An employee must be in active pay status to accrue PTO. "Active pay status" means the employee is either working or on approved paid leave (except administrative leave).

3.2 HOLIDAYS

a. The following shall be the recognized paid holidays under this Agreement:

Haliday	Data
Holiday	Date

New Year's Day

Martin Luther King's Birthday

President's Day Memorial Day Independence Day

Labor Day

Veterans' Day Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

Floating Holiday

January 1

Third Monday in January Third Monday in February Last Monday in May

July 4

First Monday in September

November 11

Fourth Thursday in November

Friday after Thanksgiving

December 24 December 25

Employee's Discretion

The Floating Holiday has no cash value and must be taken during the fiscal year with approval of the supervisor. It cannot be carried over from one year to the next.

- b. On New Year's Eve, <u>all</u> libraries will close at the regular time, but no later than 5:00 p.m.
- c. Administration of Holidays
 - 1. The actual dates as listed above shall be considered as the employee's holiday.
 - If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.
 - Holiday credit may be taken by the employee at the discretion of the supervisor or manager., and must be taken prior to requesting and being approved to take other accrued leave such as PTO or Catastrophic Leave.
 - An employee who is scheduled to work on a recognized holiday shall receive holiday pay, plus time and one-half compensation for <u>actual hours worked on the</u> holidayworking the holiday.
 - 5. Employees may accumulate holiday credit up to a maximum of eighty (80) hours in a calendar year. Employees may not carry over more than eight (8) hours of holiday credit from one calendar year to the next. Any hours in excess of eight (8) not used by November 1 of the current year shall be paid at the employee's straight-time rate on the first full pay period of December in the same calendar year.

In the event it is not feasible or is impractical to schedule an employee to use Holiday credit prior to the end of the calendar year, the supervisor or manager may consider exceptions to this provision.

- 62. To be eligible for holiday pay, full-time employees shall work the last scheduled workday before and the first scheduled workday after the recognized holiday. Approved paid leave time shall be considered hours worked for the purpose of holiday pay eligibility. Employees absent due to disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.
- 73. A part-time regular employee shall receive the recognized holiday benefit as follows:
 - If there is one (1) recognized holiday in the workweek and the employee has at least 16 paid hours in that workweek, the employee shall receive four (4) hours Holiday Pay or Holiday Credit, depending on the employee's work schedule.
 - ii. If there is one (1) recognized holiday in the workweek and the employee has at least 24 paid hours in that workweek, the employee shall receive eight (8) hours Holiday Pay or Holiday Credit, depending on the employee's work schedule.
 - iii. If there are two (2) recognized holidays in the workweek and the employee has at least 12 paid hours in that workweek, the employee shall receive four (4) hours Holiday Pay or Holiday Credit, depending on the employee's work schedule.
 - iv. If there are two (2) recognized holidays in the workweek and the employee
 has at least 18 paid hours in that workweek, the employee shall receive eight
 (8) hours Holiday Pay or Holiday Credit, depending on the employee's work
 schedule.
- d. Cesar Chavez Day

If during the term of this agreement, the County of Sacramento should grant Cesar Chavez Day as an additional paid holiday to its employees, the Authority will grant Cesar Chavez Day as a paid holiday to Authority employees.

3.3 PRIOR SICK LEAVE ACCRUALS

Management and non-management unrepresented employees who were former City or County employees hired on or before May 24, 1996 elected to a) designate one third (1/3) of their previously accrued sick leave to PTO up to a maximum of six hundred forty (640) hours and retain their remaining sick leave accruals for sick leave use only, which if not used shall be forfeited upon leaving Authority employment, or b) designate 100% for sick leave use and apply any remaining sick leave accruals toward retirement service credit. Employees made such designations by May 31, 1996. The Authority may promulgate policy and procedures for administration of sick leave usage.

3.4 MANAGEMENT LEAVE TIME

- a. Management employees exempt from the provisions of the Fair Labor Standards Act shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, but shall be expected to devote as much time to their employment as may be necessary for the efficient operation of Authority.
- b. Such-Management employees shall be credited with sixty (60) hours of management leave time on July 1 of each fiscal year. Employees appointed after July 1 of a fiscal year shall be entitled to a pro-rata share of sixty (60) hours of management leave time based upon the number of full months remaining in that fiscal year. Pro-ration will also occur in the event an employee has been unable to report to duty for, medical or non-medical reasons, in a paid or unpaid status, for a continuous 30-day period. Management leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.
- c. Management leave time shall not accumulate from fiscal year to fiscal year.
- d. Upon separation from Authority service for any reason an employee shall be paid for all credited and unused management leave time at the employee's base hourly rate as of the date of separation.

3.5 PARENTAL LEAVE BENEFIT

The following Parental Leave Policy shall apply to all employees:

- a. Full-time unrepresented employees shall be eligible for a maximum Authority-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off within six (6) months of birth or adoption. Part-time unrepresented employees shall be eligible for parental leave of four (4) weeks consisting of up to eighty (80) hours of continuous paid time off within six (6) months of birth or adoption. Unused parental leave shall have no cash value.
- b. To be eligible for the paid leave an employee must have completed at least 2,080 hours of service from the most recent date of hire preceding either (a) the birth of

a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age twelve (12) who resides with the employee and for whom the employee has physical and legal custody, including the pre-adoption period. Court-appointed legal guardians and foster parents do not qualify for parental leave.

- c. The use of parental leave must be initiated within four (4) months of childbirth or adoption. Parental leave shall be used continuously. At the discretion of the Library Director, parental leave may be used intermittently or on a reduced schedule if a timely request is made by the employee.
- d. Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of Authority-paid leave shall not change based on a change in employment status, such as from part-time to full-time regular.
- e. Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.
- f. Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of Authority-paid leave to the maximum six (6) months of leave by adding accrued and available hours of PTO if applicable, other useable leave credits, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- g. Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during such leave.
- h. The Authority shall have the right to promulgate a policy and procedure to implement and administer the parental leave benefit.
- a. The following Parental Leave Policy shall apply to both male and female employees:

Full time unrepresented employees shall be eligible for a maximum Authority paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of paid time off within 6 months of birth or adoption. Part time unrepresented employees shall be eligible for parental leave of 2 weeks consisting of up to eighty (80) hours of paid time off within 6 months of birth or adoption. Unused parental leave shall have no cash value.

To be eligible for the paid leave an employee must have completed at least 2,080 hours of service from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age twelve (12) who resides with the employee and for whom the employee has physical and legal custody, including the preadoption. Court appointed legal guardians and foster parents do not qualify for parental leave.

Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of Authority-paid leave shall not change based on a change in employment status, such as from part time to full time regular.

Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.

Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of Authority paid leave to the maximum six (6) months of leave by adding accrued and available hours of PTO if applicable, other useable leave credits, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.

b. The Authority shall have the right to promulgate a policy and procedure to implement and administer parental leave.

3.6 COURT LEAVE

- a. An employee shall be granted pay for those hours absent from work for the following reason(s):
 - to testify in response to a subpoena issued by a court of competent jurisdiction in a matter to which the employee is not a party;
 - to serve on a jury;
 - to report for jury duty examination;
 - to testify in a proceeding in which the employee was a witness while on Library business.
- b. Employees shall notify the supervisor or, manager or designee immediately upon receiving the subpoena or jury summons. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- c. An employee must provide the Library with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid. Pursuant to Assembly Bill 1102 any remuneration received from the court, less transportation allowance, must be returned to the court by the employee.
- d. The Library may require the employee to elect to be on telephone alert for the appearance.

3.7 CATASTROPHIC LEAVE PLAN

All full-time unrepresented employees shall accrue catastrophic leave at the rate
of 1.66 hours (1.66) in each of the first two (2) pay periods of every month(equivalent to 40 hours annually). A part-time employee will-shall accrue

catastrophic leave on a pro-rata basis calculated on actual paid hours.

b. Purpose of Leave:

Catastrophic leave may be taken to attend to the employee's own serious health condition or the serious health condition of a member of the employee's family provided that the condition is anticipated to last for greater than 30 days, with the exception of 3.11 (b) below.

c. Eligibility:

Catastrophic leave may only be used by regular employees who have exhausted all <u>available paid usable sick-leave</u> balances including PTO and CTO in excess of 80 hours.

Catastrophic leave shall have no cash value and will be forfeited upon the employee's separation from terminating employment with the Authority

Catastrophic leave may not be applied to the Leave Donation Plan.

d. Family Members:

- 1. Parent: The biological, foster or adoptive parent, a stepparent or a legal guardian of the employee. Parent does not include "parent-in-law".
- 2. Child: Biological, adopted or foster child, stepchild, or legal ward of the employee or the employee's registered domestic partner.
- 3. Spouse: A husband or wife as defined or recognized under State law for purposes of marriage.
- 4. Domestic Partner: A domestic partner registered with the State of California.

e. Intermittent Leave:

When using catastrophic leave, the employee may work occasionally, as defined in Library policies and procedures and applicable laws. When using catastrophic leave, the employee may work occasionally, and take leave in increments no less than 4 hours per day.

f. Re-certification/re-application:

If the employee returns to work full-time over a two-week period, a new approval for catastrophic leave will be required.

g. Coordination with Family FMLA/CFRA Leave:

If the employee has not previously exhausted leave under the Family Medical Leave Act or California Family ?? Act, ocatastrophic leave will run concurrently with these leaves.

h. The Authority-Library Director shall promulgate and distribute a policy and procedure

for administration of catastrophic leave.

 Employees <u>may notare not allowed to use intersperse</u> catastrophic leave <u>time during</u> with an unpaid leave of absence.

3.8 INDUSTRIAL DISABILITY LEAVE WITH PAY

- a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the supervisor, manager or designee deems necessary. The employee shall not be considered absent from duty during the time required for such examination. Failure or refusal of the employee to undergo such a medical examination shall constitute a waiver on the part of the employee of the leave benefits of this section.
- b. An employee who is unable to perform any appropriate work assignments because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act:

During any period of disability for which payment is not provided under the-worker's compensation insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay that he/she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.

During any period of disability for which payment is provided under worker's' compensation insurance, the employee shall elect to either:

- i. Retain any worker's compensation benefits received during the pay period and receive full pay. The employee shall use their accrued PTO and CTO on an hourfor hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period; or
- ii-i_ Retain any worker-s' compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the worker's compensation benefits takenadded together are equivalent to the employee's regular full pay.— The employee shall use their accrued PTO and CTO for purposes of this integration; or
- ##<u>ii.</u> Retain any worker's' compensation benefits received during the pay period(s) as total compensation.

- iv-iii. After a period of 12 months from the date of injury, no health and welfare benefits will-shall be paid or leave accrued during this period. This 12-month period may be extended by prior approval of the Library Director. Employee may elect to pay out-of-pocket for any insurance premiums.
- c. All disability leave provisions of this section shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under worker's' compensation insurance, retirement, termination-separation from Authority employment or death, whichever occurs first.
- d. In cases where <a href="www.orkers" cc.
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 - i. The accident is, in fact, work related;
 - ii. Time off and duration thereof are warranted:

If and when Workers Compensation pays the employee for the initial waiting period this amount shall be repaid to the Authority.

- e. The Authority has the right to require that the treatment of work-related injuries or illnesses be provided by an Authority-designated physician in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking treatment from a physician of the employee's choice, designated in advance as provided by law.
- f. If aAn employee who has been injured on the job and is receiving pay by an accrued leave while on wWorkers' cCompensation shall continue to accrue PTO.
- g. An employee who is injured on the job shall immediately inform his/her supervisor of such injury and shall complete any forms provided to him/her within 24 hours of receipt.
- h. The Authority may make alternative assignments, retrain employees, or as provided under the Government Code.

3.9 LEAVE INCENTIVE CREDIT

a. Unrepresented non-management full-time regular employees who use twelve (12) hours or less of unanticipated leave from January through June or July through December of each year shall receive a Leave Incentive Credit of ten (10) hours to be taken during the certificate enabling them to take ten (10) hours off with pay during the following-six (6) month period following issuance of the credit certificate. Leave incentive credit not utilized by the employee's last workday of the designated six (6) month period shall be forfeited. Leave incentive credit does not accrue to sick leave, Paid Time Off or Catastrophic Leave and the certificate

<u>credit</u> shall have no monetary value. The <u>aApproval</u> for use of the <u>credited time</u> ten (10) hours of paid time off for employees who have earned a certificate shall not be arbitrarily or capriciously denied by the employee's supervisor or manager.

- b. "Unanticipated leave" is leave requested within forty-eight (48) hours of the absence.
- c. Unrepresented non-management employees must be continuously on the Authority payroll and eligible to earn and use Paid Time Off during the entire period designated. Any employee on an unpaid leave of absence during a portion of the designated period is excluded for that time period. Any employee who receives workers' compensation or SDI integration during the period designated is excluded from participation for that time period. Any employee who was temporary and moved to a regular position during the designated period is excluded for the time period.
- d. Part-time unrepresented non-management employees who work forty (40) or more hours per pay period shall be eligible to participate in the Leave Incentive Credit program. The same eligibility rules as outlined in subsection (c) above shall apply; however, the maximum amount of leave allowed for a part-time regular employee shall be prorated based on the employee's actual hours worked, i.e. for a half-time employee, the maximum credit is four (4) hours.
- This program does not restrict an employee's ability to use sick leave or Paid Time Off as authorized.

3.10 BEREAVEMENT LEAVE

The Library Director shall authorize bereavement leave for a regular unrepresented employee on active pay status in the event of a death in the employee's household or of an immediate family member.

- a. Immediate family is defined as: spouse, child, step-child, parent, step-parent, parent-in-law, sibling, grandchild, grandparent, a domestic partner registered with the State of California, or any individual who resided with the employee at the time of death.
- b. A full-time regular employee shall, upon written request, be granted up to three (3) days with pay for any one (1) death. In the event that the employee needs to travel to a location more than 300 miles away from the city of Sacramento, an employee may use up to two (2) additional days for travel, which time shall be to be taken from Catastrophic Leave time. The employee will be required to submit documentation for the need to take these additional days.
- c. Bereavement leave shall be prorated for part-time employees.
- d. The Library Director may, at her sole discretion, grant bereavement leave for deaths of other persons if it is determined the Library Director determines that special circumstances are applicable.

- e. Bereavement leave is not accrued or carried over from year to year, and has no cash value at the time of an employee's separation.
- f. An employee must provide documentation of the need to take bereavement leave, which documentation may be provided upon the employee's return to work. Management may request verification of the employee's need to take bereavement leave.

3.11 LEAVES OF ABSENCE - MEDICAL

- a. The Library Director <u>will-shall</u> coordinate a request for Leave of Absence for Medical reasons <u>with-under FMLA</u> and other applicable federal or state laws <u>with</u> the Human Resources Department.
- b. An employee shall not accrue paid time off while on leave of absence without pay.
- c. The Library Director may revoke a leave of absence if the reason for granting such leave was misrepresented or has ceased to exist. Such misrepresentation is also grounds for disciplinary action.

3.12 LEAVES OF ABSENCE WITHOUT PAY - NON-MEDICAL

- a. Upon written request and approval by the Library Director, a leave of absence without pay may be granted to any regular unrepresented employee for up to six (6) months. The Leave of Absence may be extended by the Library Director based on unusual and special circumstances. Unpaid leaves of absence for non-medical reasons may not be granted for absences that can be covered by paid time off accruals, except the employee may maintain a balance of forty (40) hours of PTO credit.
- b. Requests for <u>Non-Medical</u> Leave of Absence Without Pay <u>Non-Medical</u> shall be submitted to the Library Director and shall state specifically the reasons for the leave, the date when the leave is to begin, and the date of return.
- c. Military Leave shall be granted as required by state and federal law.
- d. An employee shall not accrue paid time off while on leave of absence without pay.
- e. The Library Director may revoke a leave of absence if the reason for granting such leave was misrepresented or has ceased to exist. Such misrepresentation is also grounds for disciplinary action.

3.13 REINSTATEMENT - VOLUNTARY TERMINATION

The Library Director may waive the hiring process and re-hire an unrepresented employee who has voluntarily terminated <u>into the employee's his/her</u> classification at the

time of the termination for a period of one (1) year following the date of termination. Any employee hired under this process will-shall be subject to the probationary period for that classification and will-shall be considered a new employee for the purposes of PTO accrual and other applicable benefits.

ARTICLE 4

REIMBURSEMENTS AND ALLOWANCES

- 4.1 REIMBURSEMENTS AND EXPENSESALLOWANCES
 - a. Reimbursement for Use of Privately-Owned Vehicles
 - i. Unrepresented non-management employees required to utilize their private vehicles for official Authority business shall be reimbursed for such use at the Internal Revenue Service (IRS) business mileage deduction rate in effect at the time of use. Mileage claims may be submitted monthly and shall be submitted within ten (10) days of the end of each calendar quarter. Claims filed beyond the ten (10) day limit may not be paid.
 - iii. The Library Director may offer management employees a vehicle allowance not to exceed \$400 and Authority provided parking. This allowance is compensation for the use of privately-owned vehicles on Authority business. The monthly vehicle allowance shall be in lieu of the payment of all mileage, except for out-of-county travel on Authority business, and in lieu of the use of Authority-owned vehicles.
 - iii. This benefit shall be pro-rated in the event the management employee has been unable to report to duty for medical or non-medical reasons, in a paid or unpaid status, for a continuous 30-day period.
 - Any privately-owned vehicle operated on Authority business by any employee shall be insured against liability in persons and property, including wrongful death, in an amount no less than the minimum coverage required by the State of California for bodily injury and property damage.
 - iv. This benefit shall be pro rated in the event the management employee has been unable to report to duty for medical or non-medical reasons, in a paid or unpaid status, for a continuous 30-day period.
 - b. Authority-Paid Monthly Public Transit Pass for Non-Management Employees
 - Unrepresented non-management employees may receive one of the following public transit allowances:
 - 100% Authority-paid Sacramento Regional Transit District (SRTD) monthly pass;
 - Non-zone sticker; or
 - Reimbursement for SRTD-equivalent pass for other public transit regulated by the Public Utilities Commission; or Authority provided parking with availability of Authority vehicle for use on Authority business.
 - ii. The Library Director shall promulgate a policy and procedure to implement and administer the transit pass benefit.

4.2 PARKING SUBSIDYALLOWANCE

Unrepresented non-management employees <u>may elect a parking allowance</u>, <u>whereby the employee contributes \$20 per month</u> (paid through payroll deduction on each of the first two paychecks of each month), with the Authority paying the balance of the cost of a parking space in one of the contracted garage facilities. <u>will be provided a subsidy of \$20 per month less than the monthly rate at the City Hall garage for the general public.</u> The employee is not eligible for <u>thisthe allowancesubsidy</u> if the employee <u>has elected is using the Authority-Paid Monthly Public Transit Pass benefit</u>, <u>100% reimbursement for public transportation</u>, <u>is purchasing a monthly parking space for an automobile</u> in the county garage, or <u>is not incurring parking expenses</u>.

4.3 DOWNTOWN EQUITY ALLOWANCE

Full-time unrepresented non-management employees who work in the downtown area shall receive a \$45.00 per month downtown equity allowance. Part-time employees shall be ineligible for the allowance. The employee is not eligible to receive the downtown equity allowance if the employee is receiving the Authority-Paid Monthly Public Transit Pass per section 4.1.b. or the <a href="parking-

4.4 TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT ALLOWANCE

- a. The Authority will-shall reimburse regular unrepresented employees in this unit for the costs associated with professional development, such as approved conference attendance or -tuition, books, and fees, excluding parking, up to a maximum of \$1,000 per calendar year, relevant to the employee's assignment as approved by the Library Director or designeeemployee's supervisor or manager, pursuant to the Authority's existing policy for such educational reimbursement.
- b. The <u>Authority Library Director will-shall promulgate</u> and distribute a policy and procedures to ——administer the tuition reimbursement benefit.

4.5 Professional Memberships

- a. The Authority will-shall reimburse unrepresented employees for fees associated with membership in professional organizations up to \$150 per fiscal year for unrepresented, non-management employees, and up to \$500 per employee for management employees, upon approval of the Library Director-or designee. They such organization must be a recognized professional organizations and must be related to the employee's position and classification.
- b. The Authority-Library Director will promulgate a policy and procedure to implement and ——administer this benefit.

ARTICLE 5

HOURS OF EMPLOYMENT AND OVERTIME

5.1 HOURS OF EMPLOYMENT

- a. The workweek for Authority employees shall begin at 12:01 a.m. on Saturday, and end at 12:00 midnight the following Friday. A non-management full-time employee's workweek shall consist of forty (40) working hours during the said seven (7) day period, comprised of five (5) eight (8) hour work days. The hours of work and work schedule for all part time non management employees shall be established by the Library Director.
- b. The Library Director may establish alternative workweek schedules for operational reasons. Such alternative workweek schedules are subject to modification or cancellation at any time, with prior notification of ten (10) working days, and must be reviewed and re-approved on an annual basis.
- c. The hours of work and work scheduleworkweek for part-time employees shall be determined by the supervisor or, manager or designee.

5.2 REST PERIODS

- a. Each unrepresented, non-management employee will-shall be afforded rest periods. The length of the rest periods will be fifteen (15) minutes during the first half of the employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift. Employees who work a six (6) hours-workday without a meal period will be allowed two (2) ten (10) minute rest periods. Employees who work a four (4) hours work shift will be allowed one fifteen (15) minute rest period.
- Rest periods may not be accumulated nor will they be scheduled within one hour at of the beginning or the end of the workday or meal period.
- c. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours at the end of the workday, the employee shall be granted an additional unpaid meal period, at the option of the employee. This rest period must be scheduled at the end of the employee's regular shift, and prior to working overtime hours.

5.3 LUNCH PERIODS

Unrepresented—non-management employees shall be allowed an unpaid lunch period of not less than thirty (30) minutes nor more than one hour that shall be scheduled in the middle of the workday. Exceptions to the one-hour maximum are subject to prior written approval of the employee's immediate supervisor. If an employee is required to work during a scheduled lunch period by his/her supervisor, the employee shall be given an alternate unpaid lunch period, or compensated for the additional work time, as determined by his/her supervisor

5.4 OVERTIME FOR NON-MANAGEMENT EMPLOYEES

- a. Non-management employees required by their manager or supervisor to work in excess of eight (8) hours in a day or forty (40) hours in a workweek shall be compensated for such work time at one and one-half (1½) times their regular rate of pay.
- b. Overtime compensation shall be paid by cash payment or with CTO as determined by the manager or, supervisor or designee.
- For the purpose of computing the number of hours worked, all absences with pay shall be counted and included as time worked.
- d. An employee may accrue up to eighty (80) hours of CTO.
- e. Scheduling of CTO must be approved in advance by the manager <u>or</u>_τ supervisor or <u>designee</u>.
- f. Employees shall not work overtime without the prior authorization of the employee's <u>manager or</u> supervisor or designee except when necessitated by an emergency situation.

ARTICLE 6

MISCELLANEOUS

6.1 OFF-DUTY EMPLOYMENT OF UNREPRESENTED EMPLOYEES

- a. Unrepresented employees shall not engage in any other employment, work, profession, business or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is inimical to the most effective performance of the mission of the Authority or the best interests of the Authority.
- Unrepresented employees shall not accept any off-duty employment without the express consent, in advance, of the Library Director.
- c. An unrepresented employee shall not work:
 - In any employment that will tend to bring discredit upon the Authority, or that is detrimental to Authority goals, or that will reduce an individual's efficiency or usefulness as an Authority employee.
 - In any employment requiring an affiliation, membership or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the Authority or the public interest.
 - o In any employment for any other municipality or political subdivision of the

state or federal government (except by express permission of the Library Director).

- o In any off-duty position while on sick leave or injured-on-duty status.
- d. An unrepresented employee may request authorization for off-duty employment by forwarding a letter of request in duplicate to the Library Director. The letter should provide details concerning the type of employment, expected duration of employment, and the employer's name.
- e. The Library Director will notify each unrepresented employee of action taken on the request for off-duty employment by indicating such action on the letter of request and returning it to the individual.
- f. Authorization for off-duty employment may be revoked by the Library Director at any time if it has been determined that the provisions of this Section have not been followed.
- g. The Library Director will notify the employee, by letter, of actions taken to revoke previous authorization for off-duty employment.
- Part-time, seasonal, or limited-term employees are not subject to the restrictions of this Section.
- The Sacramento Public Library Authority reserves the right to may make changes in schedules that may impact off-duty employment. The Authority is not obligated to altering work schedules or conditions of employment to accommodate off-duty work.

6.2 UNREPRESENTED APPOINTMENTS

- a. Unrepresented employees are considered to be "at will" according to provisions of the California Labor Code, meaning that the employer or employee can terminate the employment relationship at any time, without cause.
- b. Unrepresented non-management employees who have previously held a position with the Authority in a represented classification may return to their prior represented classification in the event of <u>voluntary or involuntary</u> termination, except in cases of termination as a result of discipline.
- c. Nothing in this Resolution shall be construed to be an express or implied covenant or contract, or to create a property right or tenure for any person appointed to positions that are unrepresented. Unrepresented employees serve at the pleasure of the Library Director.

6.3 PAYROLL ERRORS

- a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the Authority shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- b. In the event an employee received an overpayment in wages or benefits, reimbursement to the Authority shall be accomplished by:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from usable leave credit balances equivalent to the overpayment at the employee's current hourly rate;
 - (3) A repayment schedule through payroll deduction; and/or
 - (4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

- c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within one year from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the Authority of an underpayment error.
- a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the Authority shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- b. In the event an employee received an overpayment, reimbursement to the Authority shall be accomplished by:

Lump sum payment by the employee;

A one-time deduction from useable Paid Time Off, compensating time off (CTO), or sick leave balances equivalent to the overpayment at the employee's current hourly rate;

A repayment schedule through payroll deduction; and/or

Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

e.a. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two years from the ending date of the pay period in which the error is made. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the Authority in the case of an underpayment error.

6.4 PERS RETIREMENT PLAN AND CONTRIBUTION

- a. The Authority has contracted with the Public Employees Retirement System (PERS) to provide for the following structure for unrepresented miscellaneous employees:
 - Modified 2% at age 55
 - One-year highest compensation
 - 2% COLA
 - 25% survivor continuation
 - 50% industrial disability
 - Military service credit
- b. For employees who transferred from City or County employment to the Authority, as of June 22, 1996, the Authority will pay a percentage of the eligible member's contribution to the PERS retirement plan as indicated below:

Eligible Member Transferred From Former Plan	Percent Contribution by Authority
Sacramento City Employees Retirement System Sacramento County Retirement System Tier I	3% 2%

c. For former County employees who have been in continuous County service since March 7, 1963, and upon reaching thirty (30) years of continuous combined County and Authority service, the Authority will pay the full-employee's full contribution to the Authority PERS retirement plan.

6.5 MODIFIED/ALTERNATIVE DUTY POLICY

The <u>Authority-Library Director</u> may promulgate a Modified/Alternative Duty Policy that shall be applicable to eligible employees who have been injured on the job.

6.6 BILINGUAL PAY

- a. A differential of four percent (4%) over base rate will be paid to employees in positions that specifically require <u>use of a language other than English</u>, and who have been directed to translate to and from English <u>and-or</u> another language (including the <u>use of sign language</u>), as a condition of employment, <u>and as authorized by the Library Director</u>. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.
- b. The Authority Library Director will shall develop guidelines for determining bilingual positions and define the proficiency level required for interpretation and translation skills, as well as and methods for assessing the level of competency for language skills, including English.

6.7 APPLICABILITY

Unless specified, the provisions of this Resolution shall not be applicable to management employees.

6.86.7 DEFINITIONS

- Exempt Employee: An employee who has been appointed to a position (either regular or temporary) who that is exempt from the overtime provisions of the Industrial Welfare Commission (IWC)California Labor Code and Implementing Regulations, and the Federal Labor Standards Act (FLSA).
- Non-Exempt Employee: An employee who is in a classification that is subject to
 overtime provisions of IWC Wage Ordersthe California Labor Code and
 Implementing Regulations, and the Federal Labor Standards Act.

- c. Probationary Employee: An employee who has been appointed to a position in the classification specified, but has not completed the probationary period.
- d. Regular Employee: An employee who has successfully passed the probationary period for the classification to which appointed, who is eligible to receive benefits, and whose assignment is not of temporary duration.
- e. Supervisory Employee: An employee whose responsibilities include supervision of personnel but who is not exempt from overtime under California or federal laws!WC-overtime.