



## Sacramento Public Library Authority

March 11, 2010

### Agenda Item 12.0: Labor Agreement: International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO - Library Unit

**TO:** Sacramento Public Library Authority Board Members

**FROM:** Rick Teichert, Deputy Director - Support Services

**RE:** Labor Agreement: International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO – Library Unit

#### **RECOMMENDED ACTIONS:**

1. **Approve** the Memorandum of Understanding between the Sacramento Public Library Authority and International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO Covering all Employees in the Library Unit, effective March 13, 2010 to December 31, 2011.

#### **REASON FOR RECOMMENDATION**

This report recommends that the Authority Board approve the Memorandum of Understanding reached between the Sacramento Public Library Authority and the International Union of Operating Engineers, Stationary Engineers, Local 39 for the Period March 13, 2010 through December 31, 2011. The tentative agreement containing the substantive changes to the contract has been ratified by the Union membership. The major features of the agreement are:

##### 1. Economic Improvements

- a. First Year: Calendar Year 2010
  - No cost of living increase
  - The health and welfare contribution for employees hired before January 1, 2007, enrolled in an Authority-sponsored health plan and selecting the employee only coverage level remains the same at \$649/mo.
  - The health and welfare contribution for employees hired after January 1, 2007, enrolled in an Authority-sponsored health plan and selecting the employee only coverage level is \$519.66.
  - The health and welfare contribution for employees enrolled in an Authority-sponsored health plan at the employee plus one coverage level increases to \$765.59/mo, an increase of \$116.59 per month.
  - The health and welfare contribution for employees enrolled in an Authority-sponsored health plan for employee plus two dependents and higher coverage level increases to \$1,001.40/mo., an increase of \$156.40 per month.



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- b. Second Year: Calendar Year 2011
- No cost of living increase
  - The health and welfare contribution for employees hired before January 1, 2007 and selecting the employee only coverage level will be \$649/mo or the monthly amount of the lowest cost health and dental rate, whichever is greater.
  - The health and welfare contribution for employees hired after January 1, 2007 and selecting the employee only coverage level will be the monthly amount of the lowest cost health and dental rate.
  - Effective January 1, 2011, the Authority will increase the monthly health and welfare contribution for employees who select Authority-sponsored health and dental plans for employee plus one and employee plus two dependents or greater by an amount equal to 75% of the premium increase of the lowest cost health plan (Kaiser or HealthNet) plus 75% of the premium increase of the lowest cost dental plan.

#### 2. Other Contract Features

##### a. Cash-Back Limits

- About one-third of Library Unit employees currently obtain health care from outside sources. In the past, these employees have been able to receive a taxable monthly payment if they elect to waive Authority-sponsored health insurance. The amount of the cash payout has been decreasing by \$50 each year since 2006. This contract continues this reduction pattern. Beginning March 13, 2010, the cash payout will reduce to \$480 per month, a reduction of \$50 per month, for employees hired before January 1, 2007.
- The cash back amount will reduce another \$50 per month effective January 1, 2011 to \$430 per month for employees hired before January 1, 2007.
- The maximum allowable cash back payment for employees who are hired on January 1, 2007 and later, and elect to waive Authority-sponsored health insurance, will be limited to \$200 per month.

##### b. Retirement Health Savings (RHS) Plan

- This contract adds a benefit requiring the Library to contribute \$20 per pay period for 24 pay periods per year, or \$480 per employee to a Retirement Health Savings Account (RHS) for each Local 39 member.
- The funds will be placed in a separate trust, similar to an IRS 457 retirement plan, in an account for each member. The member manages and directs the investment of the funds in their account,



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until they are needed for medical expenses after leaving Authority employment.

- This benefit is intact for the duration of this contract period. Continuation of the benefit will be subject to the Authority's ability to continue to pay for this benefit and will be revisited in future contract negotiations.

Library staff has worked with Local 39 to also clean up some outdated language in this MOU. These changes are largely a result of practices that are no longer followed or in response to changes in law. These changes are identified in the red-lined version of the agreement included as Attachment A.

Negotiation of the terms of this contract was challenging in light of uncertain economic times. This agreement has attempted to maintain wages and benefits, while offering an added benefit for the Retirement Health Savings plan during this contract period. It is clear that the ability to sustain the pay and benefit levels, including the added RHS benefit, beyond this contract period will depend on the revenue picture and economic environment projected for FY 2012 and 2013. Staff believes the agreement with Local 39 is fair and reasonable.

### **Fiscal Impact**

The cost of implementation of the new RHS Plan, based on currently filled positions, is as follows:

Year 1:	\$ 125,000
Year 2:	<u>\$ 125,000</u>
TOTAL:	\$ 250,000

The estimated cost will vary as certain open positions are filled or as current budget conditions may require additional positions be held vacant. Sufficient funds are budgeted in the FY 2009/10 budget to cover the cost for the remainder of this fiscal year.

The projected increase in health and welfare benefits as provided in this contract are largely offset by additional savings from reducing the cash payout benefit. There is little to no impact to the budget, based on the offsetting nature of these cost changes.

### **ATTACHMENTS:**

Attachment A: Red-lined version – Memorandum of Understanding with International Union of Operating Engineers, Stationary Local 39, AFL-CIO – Library Unit

Exhibit A: Final version - Memorandum of Understanding with International Union of Operating Engineers, Stationary Local 39, AFL-CIO – Library Unit

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**EXHIBIT A**  
**ATTACHMENT A**

Style Definition: TOC 1

AGREEMENT  
BETWEEN  
SACRAMENTO PUBLIC LIBRARY AUTHORITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS LOCAL 39, AFL-CIO  
COVERING ALL EMPLOYEES IN THE  
LIBRARY UNIT

~~July 1, 2006 — June 30, 2009~~

March 13, 2010 to December 31, 2011

## PREAMBLE

This Agreement, hereinafter referred to as the Agreement, has been entered into by the Sacramento Public Library Authority, hereinafter referred to as the Authority, and the International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, hereinafter referred to as the Union. These parties have met and conferred in good faith and this resulting Agreement has as its purpose (1) the promotion of harmonious labor relations between the Authority and the Union; (2) the establishment of an equitable and peaceful procedure for the resolution of differences; and, (3) the establishment of rates of pay, hours of work, and other terms and conditions of employment.

## ARTICLE 1 RECOGNITION

### 1.1 RECOGNITION

- a. The Authority hereby recognizes the Union as the exclusive bargaining agent for all employees in the Library Unit, as defined in the Authority's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to these employees as authorized by law. The current Unit composition is attached as Exhibit B.
- b. The following terms are defined by this Agreement:
  - (1) The term "regular employee" is an employee who has been appointed to a position in a classification, on either a part-time or full-time basis, which requires the successful completion of a probationary period.
  - (2) The term "temporary employee" is an employee who has been appointed, on either a part-time or full-time basis or for a limited duration, who works within one year from each date of employment in excess of 1,040 hours during a continuous period of employment of more than six (6) months. Such an employee does not serve a probationary period and may be released from Authority employment at any time without right of appeal under this Agreement.
- c. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the Authority's Employer-Employee Relations Policy.

## 1.2 EMPLOYEE RIGHTS

Employees covered by this Agreement shall have all rights specified in Government Code Section 3500 et seq.

### ARTICLE 2 SOLE AGREEMENT

#### 2.1 SOLE AGREEMENT

- a. This Agreement when signed by the parties hereto, and approved by the Governing Board, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.
- b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the Authority and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.
- c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

### ARTICLE 3 RIGHTS OF MANAGEMENT

#### 3.1 RIGHTS OF MANAGEMENT

The Authority retains all rights not expressly abridged by this Agreement and applicable laws and other regulations, including the grievance procedure herein. These rights, shall include, but are not limited to, the exclusive right to: a) direct, hire, promote, discipline, transfer, assign, and schedule employees; b) dismiss employees due to lack of work, lack of funds, or abolishment of position or for other reasonable cause; c) determine services to be rendered, operations to be performed, utilization of technology, work and productivity standards, and methods of work to be performed; d) determine the mission of the Authority, its organization, the number of employees, appropriate job classifications and all budgetary matters; e) maintain and improve the efficiency and effectiveness of the Authority operations; and f) take any necessary actions to carry out its mission in situations of emergency.

ARTICLE 4  
UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

- a. In addition to continuing existing payroll deductions for group insurance plans to which the Authority is or shall hereafter be a contracting party, the Authority agrees to establish payroll deductions for:
  - (1) The normal and regular monthly Union membership dues and assessments; and
  - (2) The service fees for non-members as set forth in Section 4.2 of this Agreement.
- b. All the above payroll deductions shall be subject to the following conditions:
  - (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the Authority. Any changes or modifications shall be agreed upon between the Authority and Union.
  - (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of ~~any of~~ the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.
  - (3) Deductions and authorizations shall be separated by type of deduction (Union membership dues and service fees). Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.
  - (4) Such deductions shall be made only upon submission to the Human Resources Department of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.
  - (5) The Union will be responsible for notifying the Director of Human Resources 30 days in advance of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the Authority. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues and service fees
  - (6) The Union agrees to indemnify, defend and hold the Authority harmless against any claims made of any nature whatsoever, and against any suit instituted against the Authority arising from its deductions for dues and, service fees.

- (7) The Authority will remit to the Union via electronic transfer or check funds for all of the deductions.

#### 4.2 AGENCY SHOP

##### a. General

- (1) As a condition of continued employment, all regular employees who are paid one or more hours salary during a bi-weekly pay period, and all temporary (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.
- (2) No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.
- (3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

##### b. Service Fee

- (1) The service fee required above shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments.
- (2) In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the Authority shall not be a party to the dispute.
- (3) No regular employee who is paid less than one hour of salary during a bi-weekly pay period shall be required to pay a service fee under the agency shop provision above. Further, no employee shall be required to pay any service fee under the agency shop the first sixty (60) calendar days of employment.

##### c. Religious Objection

- (1) Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall

be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

- Salvation Army
- United Way
- Red Cross

(2) Employees claiming a religious exemption shall be required to file a written statement under oath with the Union.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Authority upon written request and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the Authority with a copy of such financial reports.

e. Hold Harmless

(1) The Union shall promptly refund to the Authority any amounts paid to the Union in error under this Section.

(2) The Union expressly agrees to indemnify and hold the Authority harmless from any and all claims, demands, costs (including any costs incurred by the Authority in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the Authority in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the Authority based upon or related to this Section. Further, in the event that the Authority undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the Authority in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

Failure to pay the required service fee or the in-lieu-of service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be disciplined under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the Authority for discipline as provided in this Section; and
- (2) The Union has furnished the Authority with written proof that the procedure of subsection (1) above has been followed, or has supplied the Authority with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the Authority to discipline the employee, the following written notice:

"The Union certifies that (employee's name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the Authority shall discipline the employee."

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include, but not be limited to, all matters related to collective bargaining, discipline, contract administration, and grievance processing.

4.3 BULLETIN BOARDS

- a. Space shall be provided on Authority property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:
  - (1) Union recreational and social activities
  - (2) Union elections

- (3) Union appointments and results of Union elections
  - (4) Union meetings
  - (5) Such other notices as may be mutually agreed upon by the Union and the Authority.
- b. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be up to three (3) feet by four (4) feet.

4.4 STEWARDS

- a. The Authority recognizes that the Union has established Stewards, who consist of regular Authority employees represented by the Union. A current list of Stewards shall be made available to the Library Director or designee, together with any changes thereto.
- b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the Authority. The Union will not exceed a ratio of one Steward to every fifty (50) represented employees.
- c. Stewards shall not conduct Union or representational activities, on Authority time unless prior approval is expressly granted by the Library Director or designee.

4.5 USE OF AUTHORITY FACILITIES

The Union may use Authority conference rooms and similar facilities for meetings with employees. Use of Authority meeting facilities requires reasonable advance notice to the Library Director or designee and is subject to Authority use of such facilities. The Authority may establish reasonable regulations governing the use of Authority facilities as provided by this Section.

4.6 USE OF AUTHORITY MAIL, E-MAIL OR VOICE COMMUNICATION SYSTEMS

The Union shall have the right to reasonable use of the Authority's existing internal mail, e-mail or voice communication systems for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for internal mail shall contain the following information: Steward's name and work location. The right to use of the internal mail, e-mail or voice communication systems may be denied for cause.

ARTICLE 5  
GRIEVANCES AND ARBITRATION PROCEDURE

5.1 INTENT

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated, or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the Authority. If the Authority does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

5.2 DEFINITION

- a. A grievance is a dispute between the Authority and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application or enforcement of the express terms of this Agreement.
- b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure, the term "Functional Manager" means the individual to whom a supervisor has a direct reporting relationship.
- d. As used in this procedure, the term "party" means an employee, the Union, the Authority, or their authorized representatives.
- e. As used in this procedure, the term "standard workdays" means "Monday through Friday" excluding holidays.

5.3 PROCEDURE

Grievances will be processed in the following manner and within the stated time limits.

5.4 INFORMAL GRIEVANCE

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedence in any future Agreement interpretation.

## 5.5 FORMAL GRIEVANCE STEP 1

- a. If the grievance is not resolved at the informal level, the Union shall grievant may present the grievance to the Director of Human Resources or designee employee's Functional Manager in writing within ten (10) standard working days after the supervisor's answer, with a copy to the Director of Human Resources. The grievance shall be submitted in writing on the grievance form provided by the Authority. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the Agreement asserted to have been violated and the remedy or correction requested of the Authority. The written grievance must be dated and signed by the grievant. The Functional Manager and/or the Director of Human Resources or designee shall meet with the aggrieved employee and/or the Union representative within ten (10) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Functional Manager and/or the Director of Human Resources or designee shall respond in writing within ten (10) standard working days after the grievance meeting.
- b. Grievances of a general nature pertaining to matters not normally decided by Unit supervisory personnel may be presented directly to the Formal Grievance Step 2.

## 5.6 FORMAL GRIEVANCE STEP 2

If the grievance is not satisfactorily resolved at Formal Grievance Step 1, the written grievance may be presented to the Library Director or designee within ten (10) standard working days after receipt of the Functional Manager's Director of Human Resources' or designee's written answer. The Library Director or designee shall meet with the aggrieved employee and/or the Union Representative within ten (10) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The Library Director or designee shall render a written decision on the grievance to the Union within ten (10) standard working days after the meeting.

## 5.7 FORMAL GRIEVANCE - ARBITRATION

- a. Grievances not settled in Formal Grievance Step 2 of the Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the Library Director or designee within ten (10) standard working days after the date of the Library Director's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.

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~~b.~~ The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the Authority, the Union and the employee(s). Copies of the decision will be furnished to all parties.

~~e.b.~~ The arbitrator shall have no authority to add to, delete, or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.

~~d.c.~~ The fees and necessary expenses of any arbitration proceedings shall be shared equally by both parties, except that each party shall pay the fees of its own counsel and/or representative.

~~e.d.~~ Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

#### 5.8 GENERAL PROVISIONS

- a. No matter shall be considered as a grievance unless it is presented in writing within twenty (20) standard working days after the occurrence of the events on which the grievance was based, except by mutual agreement between the parties.
- b. No grievance decision covering any type of grievance shall provide for retroactive compensation for more than thirty (30) standard working days prior to the date such grievance was filed.
- c. The Union Business Agent or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
- d. With prior management approval, an employee may present a grievance to Authority management during working hours without loss of compensation. Time off for the employee to present the grievance shall not be unreasonably denied.

ARTICLE 6  
SALARY ADJUSTMENTS

6.1 ~~2006-2007~~2010 - 2011 SALARY ADJUSTMENTS

~~There will be no salary cost of living adjustments during the term of this contract. in 2010 or 2011, based on the Consumer Price Index.~~

~~For purposes of implementation language contained in Section 6.1, the "old hourly rate" is the hourly rate in effect on September 29, 2006.~~

~~Effective within thirty (30) days of approval of the contract by the Authority Board the Authority shall implement the new compensation structure for unit members.~~

~~a. All members whose old hourly rate is within five percent (5%) of the next highest step of the new salary range and whose anniversary date for purposes of step increases falls between September 30, 2006 and the implementation date of the new salary structure shall:~~

- ~~(1) Receive a one-time lump sum payment equal to a five percent (5%) increase to their old hourly rate for the time period between June 24, 2006 and their anniversary date;~~
- ~~(2) Move to the next highest step of the new salary range that will result in a minimum of five percent (5%) increase over their old hourly rate, retroactive to the employee's anniversary date.~~

~~b. All members whose old hourly rate is within five percent (5%) of the next highest step of the new salary range and whose anniversary date for purposes of step increases occurs after September 30, 2006 and after the implementation date of the new salary structure shall:~~

- ~~(1) Receive a one-time lump sum payment equal to a five percent (5%) increase to their old hourly rate for the time period between June 24, 2006 and implementation of the new salary structure;~~
- ~~(2) Move to the next highest step in the new structure upon implementation;~~
- ~~(3) Receive a one-time lump sum payment of the difference between the percentage increase from the old hourly rate to the next highest step and five percent (5%) times the hours from implementation to the anniversary date.~~

~~e. All members who are: (1) within five percent (5%) of the next highest step of the new proposed salary range; (2) presently at the highest step in their salary range; (3) did not receive a step increase on their last anniversary date; and, (4) whose anniversary date for purposes of step increases falls between June 24, 2006 and September 30, 2006, shall:~~

~~Effective upon implementation of the new compensation structure, move to the next highest step of the proposed salary range, based on their present hourly rate, that~~

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will result in a greater than five percent (5%) increase above their present hourly rate retroactive to September 30, 2006.

d. All members whose old hourly rate is in excess of five percent (5%) of the next highest step of the new proposed salary range and whose anniversary date falls between September 30, 2006 and the implementation date of the new salary structure shall:

- (1) Receive a one-time lump sum payment equal to the difference between their old hourly rate and Step 1 of the new salary range times the hours between September 30, 2006 and the employee's anniversary date.
- (2) Receive a one-time lump sum payment equal to the difference between the employee's old hourly rate and Step 2 of the new salary range times the hours between the employee's anniversary date and implementation of the new salary range.
- (3) Move to Step 2 of the new salary range upon implementation.

e. All members whose old hourly rate is in excess of five percent (5%) of the next highest step of the new proposed salary range and whose anniversary date falls after the implementation of the new salary range shall:

- (1) Receive a one-time lump sum payment equal to the difference between their old hourly rate and Step 1 of the new salary range times the hours between September 30, 2006 and implementation of the new salary range.
- (2) Move to Step 2 upon implementation of the new salary range and change the employee's anniversary date for purposes of step increase to the date of the implementation of the new salary range.

#### 6.2 — 2007 — 2008 SALARIES

Effective June 23, 2007, salary ranges in terms of bi-weekly rates shall be adjusted based on the average percent of year-to-year change in the Consumer Price Index (U. S. City Average, All Urban Consumers) reported for each of the twelve months ending with the month of March 2007, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than three percent (3%) nor more than five percent (5%).

#### 6.3 — 2008 — 2009 SALARIES

Effective June 21, 2008, salary ranges in terms of bi-weekly rates shall be adjusted based on the average percent of year-to-year change in the Consumer Price Index (U. S. City Average, All Urban Consumers) reported for each of the twelve months ending with the month of March 2008, rounded to the nearest one-tenth of one percent (1/10%); provided, however, such increase shall not be less than three percent (3%) nor more than five percent (5%).

### ARTICLE 7

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## SALARY ADMINISTRATION

### 7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step "1".— However, if the Library Director or designee 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. This provision shall apply to original appointments to regular positions and appointment to temporary positions.

### 7.2 ADVANCEMENT IN RATE OF COMPENSATION

#### a. Advancement in Steps

(1) Upon successful completion of the probationary period (1,040 hours for six (6) months or 2,080 hours for twelve (12) months of probation) an employee shall be advanced to the next higher step of the salary range of the classification. A step increase may be denied only for just cause. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at 2,080-hour intervals to succeeding steps of the assigned salary range. An employee who has completed the required probationary period in his/her current classification, who is at a salary step lower than the highest step, and demonstrates exceptional performance, may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Library Director or designee. (This subsection shall not apply to temporary employees.)

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

#### b. Denial of Step Increase and Reduction in-Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the supervisor, manager or designee. Regular employees who are reduced in-grade or denied advancement shall have the right to appeal pursuant to the Discipline provision. (This subsection shall not apply to temporary employees.)

#### c. Effective Date of Step Increases

Increases to employees who successfully complete the probationary period or 2,080 hours of service shall become effective on the first day of the next pay period. Increases to succeeding steps of the assigned salary range shall become effective at

2,080-hour intervals from the anniversary date of the first increase.

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

- (1) If the probationary period is extended due to light duty, leave, 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 twenty (20) workdays.
- (2) For example, for an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is injured on duty until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date of the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.
- (3) 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.
- (4) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another that has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, ~~or~~ reallocation, or reclassification of position the employee shall receive an increase at least equal to a full in-grade salary step (5%) or the Step "1" of the higher classification, whichever is greater, but not to exceed the maximum salary of the higher classification.

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

When an employee moves to another position in the same classification or to another

classification with the same salary range, the employee shall maintain the same salary and same anniversary date.

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

~~Section removed.~~

~~For purposes of implementation of the 2006 Classification and Compensation Study, employees shall be placed at the appropriate step of the new compensation structure as defined in Article 6 of this Agreement. The new compensation structure is included as Attachment A.~~

~~When the salary range for a classification is changed in the Agreement, employees in such classification shall change to the new range grade but shall remain at the same step.~~

7.5 RATE OF COMPENSATION UPON RETURN TO AUTHORITY SERVICE

- a. An employee recalled after layoff or reinstated after a leave of absence shall return to the same salary step paid at the time of departure.
- b. If the employee is re-employed after resignation to a classification that is the same or lower than that in which last employed, the employee may receive any step at the discretion of the Library Director or designee, but not to exceed the salary step received immediately prior to leaving Authority service. If that 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.

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

Whenever the salary of an employee exceeds the highest step of the salary range established for a classification, the Authority shall at its discretion designate such salary as an "Y-rate". During such time as an employee's salary remains above the highest step, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate", and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. An example of when a Y-rate applies is when an employee's position is reallocated to a classification with a lower salary range; and examples of when a Y-rate shall not apply are discipline, layoff, or voluntary

demotion.

7.7 REINSTATEMENT FOLLOWING TERMINATION OR RESIGNATION FROM UNREPRESENTED POSITION

- a. Where an employee who is in an unrepresented non-management position is terminated or resigns from an unrepresented position and where the employee held regular status in a classification within the Library Unit without a break in service prior to the unrepresented appointment, the employee may at the discretion of the Library Director be reinstated in a position in the classification last held or in a comparable classification, at the salary step at which the employee was paid immediately prior to the unrepresented non-management appointment. If the former classification has been abolished or if no comparable classification then exists, the Library Director or designee shall determine the appropriate classification for reinstatement. In such a case the employee's salary shall be Y-rated at the salary step at which the employee was paid immediately prior to the unrepresented non-management appointment. Reinstatement shall be conditional on all of the following being met:
  - (1) The employee shall make written application to the Library Director for reinstatement within thirty (30) calendar days from the date of resignation from, or from the date of notice of termination from, the unrepresented position. The Library Director shall not accept applications filed after the expiration of that time period.
  - (2) The facts and circumstances surrounding a termination from an unrepresented position are not such that just cause for dismissal exists. If the termination from the unrepresented position was due to incompetence or inefficiency in that position, the employee's right to reinstatement shall not be affected.
- b. Any employee terminated from an unrepresented position shall be given written notice, at the time of notice of termination, of this provision.
- c. If such reinstatement results in overstaffing of allocated positions, the layoff provisions of this Agreement shall apply.
- d. This provision shall apply to unrepresented management employees only when the termination is a result of a layoff.

~~7.8 SALARY RANGE FOR BRANCH SUPERVISOR~~

~~Employees in the classifications of Public Services Assistant, Circulation Supervisor, and Librarian who are assigned in writing to perform the duties of a Branch Supervisor shall receive a pay differential of five percent (5%) of the employee's regular salary.~~

~~There shall be no changes to the employee's seniority, step, or salary anniversary dates as a result of this differential.~~

ARTICLE 8  
HEALTH AND WELFARE

8.1 INTERNAL REVENUE SERVICE (IRS) SECTION 125 PLAN

- a. The Authority shall continue to implement an IRS Section 125 Cafeteria Plan that shall be applicable to all full-time and part-time regular ~~and management~~ employees covered by the Agreement.
- b. The health and welfare contribution shall be applied first to the employee contribution to retirement in the Public Employees Retirement System (PERS).
- c. The balance of the health and welfare contribution, if any, may be utilized to purchase benefits in the cafeteria plan, including the Authority-sponsored health/welfare benefits, ~~including insurance; Authority sponsored dental insurance; Authority sponsored life insurance, and up to \$50,000; Authority sponsored long and short-term disability insurance.~~
- d. Employees covered by the Agreement who incur out-of-pocket cost for benefits selected within the cafeteria plan shall have premium conversion applied to allow pre-tax payment.
- e. Employees covered by the Agreement may elect pre-tax or post-tax payment of disability insurance only and, in the absence of such an election, the premiums shall be treated as post-tax payments.
- f. Any amount of the health and welfare contribution that is not spent in the cafeteria plan will be paid to the employee in cash and will be treated as taxable income, ~~according to the provisions of Section XXXXX of the Agreement.~~
- g. Contributions to deferred compensation are employee contributions. All contributions to deferred compensation are not subject to income taxation.
- h. Employee retirement contributions in excess of the health and welfare contribution shall not be subject to income taxation.
- i. In the event that legislation or tax regulations are enacted that materially affect the

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operation of the Authority's 125 Plan and the favorable tax status of the 125 Plan for employees, the Authority will meet and confer with the Union to establish a successor plan. Until such plan is agreed upon, the existing plan shall remain in place and to the extent legally enforceable, existing rules shall continue to apply.

8.2 CONTRIBUTION TO EMPLOYEES – CALENDAR YEAR 2010 AND 2011

a. Full-time employees who choose the employee only plan shall receive Authority contributions as follows:

- (1) Employees hired prior to January 1, 2007, for full-time employees enrolled in an Authority-sponsored health plan for employee only, the Authority contribution shall be \$649 or the lowest cost health and dental rate, whichever is greater.
- (2) Employees hired on or after January 1, 2007, for full-time employees enrolled in an Authority-sponsored health plan for employee only, the Authority contribution shall be the lowest cost health and dental rate.

b. For full-time employees enrolled in an Authority-sponsored health plan for employee plus one dependent, the Authority contribution shall be as follows:

- (1) ~~Effective January 1, 2010~~During calendar year 2010, the Authority contribution shall be ~~\$649~~765.59 per month.
- (2) ~~Effective January 1, 2011. In each subsequent year of the contract~~ During calendar year 2011 the Authority shall cover 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.

c. For full-time employees enrolled in an Authority-sponsored health plan for employee plus two dependents, the Authority contribution shall be as follows:

- (1) ~~Effective January 1, 2007~~During calendar year 2010, the Authority contribution shall be ~~\$845~~1,001.40 per month.
- (2) ~~During calendar year 2011~~Effective January 1, 2011 ~~In each subsequent year of the contract~~ the Authority shall cover 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.

(2) ~~a.d.~~ If the employee fails to be paid for the minimum forty (40) hours necessary to receive the Authority contribution, the Authority shall deduct from the employee's paycheck the amount needed to pay for the insurance plans that the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the Authority-sponsored insurance program until the employee returns to work and is able to resume paying for health benefits.

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~~d.e.~~ Part-time employees shall have prorated benefits as indicated below.

~~(1)~~ Except for former part-time County employees who shall receive 100% of the contribution, the Authority agrees to make contributions on either a 100% or 50% basis for regular full-time and part-time employees, ~~and for temporary employees (+1,040) as follows. Temporary (+1,040) employees may only use the contributions toward the premiums for Authority sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any.~~

~~(1)~~

~~(2)~~ To be eligible for any Authority contribution under this Section, the part-time ~~and temporary~~ (+1,040) employee must be paid for a minimum of forty (40) hours of work ~~on each payday each pay period.~~

~~(2)~~

~~(3) If the employee fails to be paid for the minimum forty (40) hours necessary to receive the Authority contribution, the Authority shall deduct from the employee's paycheck the amount needed to pay for the insurance plans that the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the Authority sponsored insurance program until the employee returns to work and is able to resume paying for health benefits.~~

~~(4) Part time regular employees who cannot show proof of insurance from another means may waive Authority sponsored Health Care, however, unless the employee can show proof of Health Insurance from another source, said employee shall not be eligible for Authority Contribution.~~

f. The amount of Authority contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

g. For purposes of this section, employees who are receiving benefits under State Disability Insurance or Workers Compensation will receive Authority contributions based on their normally scheduled hours until such time as SDI or Workers compensation has been exhausted, at which time Authority contributions will cease.

### 8.3 CASH-BACK LIMITS

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

- a. Effective ~~January 1, 2007~~ March 13, 2010 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be ~~\$649~~ \$480 -per month.
- b. Effective January 1, ~~2008~~ 2011 for employees who waive Authority sponsored health

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insurance the cash-back limit shall be ~~\$590~~\$430 -per month.

~~e. Effective January 1, 2009 for employees who waive Authority sponsored health insurance the cash back limit shall be \$530 per month.~~

~~d.c. Effective January 1, 2007, the e~~Cash-back for employees hired after January 1, 2007 new hires who waive Authority-sponsored health insurance shall be limited to \$200 per month.

#### 8.4 FLEXIBLE SPENDING ACCOUNTS

a. The Authority shall maintain the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:

(1) Out-of-pocket costs for health and/or dental insurance premiums;

(2) Unreimbursed health care expenses and dependent care reimbursement up to IRS allowed limits. \$4800 per plan year; and;

~~(3) Dependent care reimbursement.~~

b. Any administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above.

c. Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

#### 8.5 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 employees in classifications covered by this Agreement.

b. The intent of this program is to enable eligible employees who file for their SDI or PFL benefits in accordance with applicable rules and procedures to integrate such SDI benefits with their own available leave balances. Integration ~~occurs is where 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 is equivalent to~~ 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 will use SDI or PFL on an integrated basis with Authority leave benefits providing for sick leave, all available paid leave hour~~time off (PTO), and~~ compensating compensatory time off (CTO), and catastrophic leave (CAT), in that

order.

~~d. Integration of SDI or PFL with accrued leave balances must follow the procedures established will require detailed procedures by the Authority, which the Authority shall, in its sole discretion, implement to insure the equitable application of the program, consistent with this Agreement provision.~~

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~~d. e. Integration of SDI or PFL with accrued leave balances shall take place subject to the following conditions: only if the employee requests integration in writing to Human Resources, using the Authority-provided form.~~

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~~e. (1) Integration with Authority leave benefits will begin when either of the following actions occurs:~~

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~~(a) The employee contacts Authority Human Resources 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, parent, or another close family member will be sufficient.~~

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~~— Upon contacting Authority Human Resources, 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.~~

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~~(b) Receipt of the notice of eligibility from the State of California. If the employee chooses not to contact Authority Human Resources 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.~~

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~~(2) 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 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.~~

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~~(3) 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.~~

~~(4) PTO, CAT leave and Holiday pay or credit shall will not accrue on a prorated basis during the period of integrated SDI or PFL with the employee's own leave balances 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 the employee integrates from his or her accrued paid leave balances 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 or PFL program.

~~(5) 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.~~

(6) If the employee exhausts all available leave balances but continues on SDI or PFL, the Authority compensation, including leave accruals, shall cease.

(7) 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.

(8) 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.

ARTICLE 9  
HOURS OF WORK

9.1 WORKDAY/WORKWEEK

- a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. on Saturday, and end at 12:00 midnight the following Friday. A regular full-time employee's workweek shall consist of forty (40) working hours during the said seven (7) day period. The hours of work and work schedule for all regular part-time and temporary employees shall be established by the Authority.
- b. The Authority may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays, five (5) eight (8) hour workdays or a ~~modified alternative~~ workweek schedule equal to eighty (80) hours per pay period. The Authority agrees to discuss any alternative workweek proposal with the Union fifteen (15) calendar days before adoption of the alternative workweek, which adoption shall conform to the Labor Code provisions governing alternative workweeks.~~The Authority agrees to discuss with the Union fifteen (15) calendar days in advance of implementation of the four (4) ten (10) workweek or other modified workweek that differs from a five (5) eight (8) hour workweek schedule.~~
- c. Regular employees shall be given at least fourteen (14) calendar days' written notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees.
- d. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours actually worked on the first day of the new shift.

9.2 REST PERIODS

- a. Each employee covered by this Agreement will 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, unless the Authority and Union agree otherwise in writing. Employees who work a six (6) hour workday without a meal period will be allowed two (2) ten (10) minute rest periods. The two rest periods may not be combined to create a longer rest period. Employees who work a four (4) hour work shift will be allowed one fifteen (15) minute rest period.
- b. Rest periods may not be accumulated nor will they be scheduled within one hour at 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 paid fifteen (15) minute rest 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.

9.3 MEAL PERIODS

Employees shall be allowed an unpaid meal period of not less than thirty (30) minutes nor more than one hour that shall be scheduled in the middle of the workday. If an employee is required to work during a scheduled meal period by his/her supervisor, the employee shall either be given an alternate unpaid meal period or compensated for the additional work time, as determined by his/her supervisor.

ARTICLE 10  
OVERTIME COMPENSATION

10.1 OVERTIME COMPENSATION

- a. 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, supervisor or designee.
- c. 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 supervisor, manager or designee.
- f. An employee's workweek, work schedule and/or days off shall not be changed during said workweek to avoid the payment of overtime.

ARTICLE 11  
NIGHT-SHIFT DIFFERENTIAL

11.1 NIGHT-SHIFT DIFFERENTIAL

- a. Regular employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated therefor, by payment for the entire shift of an additional seven and one-half percent (7.5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work-shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional seven and one-half percent (7.5%) of their base pay for such hours.

- b. An employee shall not receive night-shift premium pay when on PTO or other authorized leave of absence with pay.

ARTICLE 12  
LEAVES

12.1 PTO (PAID TIME OFF)

- a. Time off with pay shall be earned by regular 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 straight-time rate on the first two (2) pay periods of each month.
- b. Effective July 29, 2000, eligible employees shall accrue and accumulate PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual Rate Hours &amp; Minutes</u>	<u>Accrual 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. Regular part-time and temporary (+1,040) employees shall accrue PTO on a pro-rata basis.
- d. Accrued PTO may be taken upon approval and at the discretion of the Library Director or designee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' paid time off, the supervisor, manager or designee may place reasonable seasonal or other restrictions on the use of accrued paid time off.
- e. The Authority shall open to bid the scheduling of employees' PTO in six-month blocks.

PTO period	Bids due to supervisor by	Approved PTO posted by
Apr-Sept	Jan. 31	Feb. 15
Oct-Mar	July 31	Aug 15

Authority service seniority (as defined in layoff article of this contract) shall be used to

resolve bid disputes. In the event of authority service tie, hire date seniority (as defined in layoff article of this contract) shall be used. In the event of a hire date tie, a lottery will be used.

- f. 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.
- g. Regular and temporary (+1,040) employees who were former City or County employees hired on May 24, 1996 or earlier elected to a) designate one third (1/3) of their sick leave accrued 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.

12.2 HOLIDAYS

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

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	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 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.

- (2) 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.
- (3) Holiday credit may be taken by the employee at the discretion of the supervisor, and must be taken prior to requesting and being approved to take other accrued leave such as PTO or Catastrophic Leave.
- (4) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Holiday Credit Accumulation

- (1) Employees may accumulate holiday credit up to a maximum of eighty (80) hours in a calendar year. Employees may not carry over more than 8 hours of holiday credit from one calendar year to the next. Any hours in excess of 8 not used by November 1 of the current year will be paid to the employee at his/her 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 impracticable to schedule an employee to use Holiday credit prior to the end of the calendar year, the Library Director or designee may consider exceptions to this provision.

- (2) 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.
- (3) A part-time regular employee shall receive the recognized holiday benefit as follows:
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) If there are two (2) recognized holidays in the workweek and the employee

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has at least 18 paid hours in that workweek, the employee shall receive eight (8) hours Holiday Pay or Holiday Credit.

e. 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.

12.3 LEAVES OF ABSENCE – MEDICAL

The Library Director or designee will coordinate a request for Leave of Absence for Medical reasons with FMLA and other applicable federal or state laws.

12.4 LEAVES OF ABSENCE WITHOUT PAY – NON-MEDICAL

- a. Upon written request and approval by the Library Director or designee, a leave of absence without pay may be granted to any regular employee for up to six (6) months. The Leave of Absence may be extended by the Library Director or designee 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. A regular employee on leave of absence is eligible to return to his/her classification at the completion of such leave.
- c. The employee shall not be entitled to selectively intersperse paid leave credits with unpaid leave for the purpose of accruing benefits or qualifying for Authority insurance contributions.
- d. Requests for Leave of Absence Without Pay Non-Medical shall be submitted to the Library Director or designee and shall state specifically the reasons for the leave, the date when the leave is to begin, and the date of return. Requests for Leave of Absence Without Pay Non-medical will be approved or disapproved within ten (10) working days following receipt by the Library Director or designee. An employee taking a Leave of Absence Without Pay Non-Medical prior to approval may be subject to disciplinary action.
- e. Military Leave shall be granted as required by law.
- f. An employee shall not accrue paid time off while on leave of absence without pay.
- g. The Library Director or designee 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.

12.5 REINSTATEMENT – VOLUNTARY TERMINATION

- a. The Library Director or designee may waive the hiring process and re-hire an employee who has voluntarily terminated to his/her 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 be subject to the probationary period for that classification and will be considered a new employee for the purposes of PTO accrual and other applicable benefits.
- b. Return rights are not applicable if there are other employees in the same classification that have been subject to Layoff under the provisions of section 15.3 of this Agreement.

12.6 INDUSTRIAL DISABILITY LEAVE

- 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 Workers Compensation Insurance Act:

- (1) During any period of disability for which payment is not provided under workers 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.
- (2) During any period of disability for which payment is provided under workers compensation insurance, the employee shall elect to:

~~(a) 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 hour for hour basis to cover all hours the employee is absent from duty due to the work related disability during the applicable pay period; or~~

~~(b)~~ Retain any workers compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the workers compensation benefits added together are equivalent to no greater than the employee's full pay. The employee shall use their accrued PTO and CTO for purposes of this integration; or

~~(c)~~ Retain any workers compensation benefits received during the pay period(s) as

total compensation. Health and welfare benefits will be administered based on the provisions of section 8.2. After a period of 12 months from the date of injury, no health and welfare benefits will be paid or leave accrued during this period. Employee may elect to pay out-of-pocket for any insurance premiums.

- c. All disability leave with pay provisions of this Section shall terminate when the employee exhausts all usable leave balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under workers compensation insurance, retirement, termination from Authority employment or death, whichever occurs first.
- d. In cases where Workers Compensation is not immediately payable, the employee will suffer no loss of pay or charge against Paid Time Off (PTO) during the first three (3) days following an industrial accident, provided the Authority determines that:
  - (1) The accident is, in fact, work related;
  - (2) Time off and duration thereof are warranted.
  - (3) 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. An employee who has been injured on the job and is receiving pay by an accrued leave while on workers compensation shall continue to accrue Paid Time Off (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.

## 12.7 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 Authority business
- b. Employees shall provide a copy of the subpoena or jury summons to their immediate

supervisor immediately upon receiving notification of same.- Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.

- c. Upon return to work, the employee must provide the Authority 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 Authority may require the employee to elect to be on telephone alert, when allowed by the court, and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the Authority will be responsible to ensure that the employee is available.
- e. When an employee is notified by telephone alert to report for court service to begin the following day the employee must notify the immediate supervisor as soon as possible. An employee who is scheduled to work a swing or graveyard shift has the option to take off the shift before or the shift after court service.
- f. A full-time employee who is scheduled to work on a night shift or weekend shift will work with their immediate supervisor to adjust the employee's schedule to a 40-hour workweek, court time and work time inclusive.
- g. Part-time employees will work with their immediate supervisor to adjust their work week to their normal number of hours, court time and work time inclusive.
- h. Employees who have served in court or on jury service 75% or more of their shift (including commute time to return to their work site) shall be deemed to have worked a full shift.
- i. Employees who are in court or on jury service less than 75% of their shift (including commute time to return to their work site), will be required to work the remainder of their shift. Employees may elect to use PTO for the remainder of the work shift after court, in accordance with PTO rules.
- j. Employees required to work more than the eight hours (court time and work time inclusive) will be paid overtime.

## 12.8 PARENTAL LEAVE

- a. The following Parental Leave Policy shall apply to both male and female employees:
  - (1) Full-time regular 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 regular employees shall be eligible for parental leave of ~~2~~four (4) 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. Temporary employees are not eligible for Authority-paid parental leave.

- (2) 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.
  - (3) 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.
  - (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.
  - (5) 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 sick leave, 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.

## 12.9 BEREAVEMENT LEAVE

The Authority shall authorize bereavement leave for a regular 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 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 2 additional days for travel 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 or designee may grant bereavement leave for deaths of other persons if the Library Director or Designee determines that special circumstances are applicable.
- e. Bereavement leave is not accrued or carried over from year to year.

#### 12.10 CATASTROPHIC LEAVE PLAN

- a. Effective July 29, 2000 all regular employees shall accrue catastrophic leave at the rate of 1 hour 40 minutes (1.66 hrs) in each of the first two (2) pay periods of every month. (equivalent to 40 hours annually). A regular part-time employee will accrue catastrophic leave on a pro-rata basis.

- 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 12.10(b) above.

- c. Eligibility:

- (1) Catastrophic leave may only be used by regular employees who have exhausted all usable sick leave balances including PTO and CTO in excess of 80 hours.
- (2) Catastrophic leave shall have no cash value and will be forfeited upon the employee terminating employment with the Authority
- (3) 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, legal ward, or a child of the employee.
- (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, ~~in increments no less than 4 hours per day as defined in Library policies and procedures and applicable laws.~~

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 Leave:

If the employee has not previously exhausted leave under Family Leave, Catastrophic leave will run concurrently with these leaves.

h. The Authority shall promulgate and distribute a policy and procedure for administration of catastrophic leave.

#### 12.11 LEAVE DONATION PLAN

a. A regular employee whether represented or unrepresented may donate to or receive from an unrepresented or a represented employee useable leave credits except catastrophic or sick leave credits. Participation in this plan shall be voluntary.

b. All donations shall be made and accepted in writing using Authority-provided forms.

c. The donation in any category must be a minimum of four (4) hours of usable time as defined in 12.12a.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's PTO balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the Library Director or designee.

g. To be eligible to use donations, an employee must:

- (1) Be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury that is estimated to last for at least thirty (30) calendar days, or to provide necessary care for a family member as defined in 12.11(d) who is incapacitated for at least 30 days; and,
  - (2) Have exhausted all usable leave balances except for 80 hours of PTO; and,
  - (3) Be on an approved leave of absence
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable leave hours accrued, until the earliest of the following events occurs:
- (1) All leave balances, including both donated and accrued leave, are exhausted; or
  - (2) The employee returns to work at his/her normal work schedule; or
  - (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.
- j. Used donated leave time shall count toward the application of Authority service and benefits in the same manner as when the employee is on paid leave.
- k. Used donated leave time shall be subject to the recipient's normal payroll deductions.
- l. The Authority shall promulgate a policy and procedure to implement and administer leave donation.

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12.12 LEAVE INCENTIVE CREDIT

- a. Eligible full-time regular employees who use twelve (12) hours or less of unanticipated leave from January through June or July through December shall receive a certificate enabling them to take eight (8) hours off with pay during the six (6) month period following issuance of the 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 balances and the certificate shall have no monetary value. The approval for use of the eight (8) hours of paid time off for employees who have earned a certificate shall not be arbitrarily or capriciously denied.
- b. "Unanticipated leave" is leave requested within forty-eight (48) hours of the absence.

- c. Regular 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 regular 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 unanticipated leave allowed for a part-time regular employee shall be prorated. For example, a half-time employee who uses six (6) hours or less of unanticipated leave during the six-month time period would receive a certificate for four (4) hours of paid leave incentive credit; a three-fourths time regular employee who used nine (9) hours or less of unanticipated leave during the six (6) month period would receive a certificate for six (6) hours of paid leave incentive credit.
- e. This program does not restrict an employee's ability to use sick leave or Paid Time Off as authorized.

ARTICLE 13  
SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

- a. Temporary assignments to higher classifications shall be permitted only in those classifications where, in the judgment of the Library Director or designee, it is necessary to maintain proper and efficient Authority operations. An employee temporarily assigned in writing to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the employee's regular salary, or the salary provided for in Step "1" or "A" as applicable of the higher classification whichever is greater, but not to exceed the highest step of the higher classification.
- b. The Authority recognizes that temporary work in a higher classification shall not be used as a device for circumventing regular positions.

13.2 TUITION REIMBURSEMENT

- a. The Authority agrees to reimburse regular employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of \$1,000 per calendar year pursuant to the Authority's existing policy for such tuition reimbursement.
- b. This provision shall not apply to employees eligible for an educational incentive program.

- c. The Authority shall have the right to promulgate and distribute a policy and procedures to administer the tuition reimbursement benefit.
- d. Subject matter of all classes submitted for reimbursement shall be related to the employee's present job description or stated career track related to library services.

### 13.3 CALL-BACK PAY

An employee who is called to work outside the employee's normal duty hours shall receive a minimum of two (2) hours pay at time and one-half (1½) of the employee's base rate of pay.

### 13.4 STANDBY PAY

An employee who is required to remain on standby for emergency work shall be paid \$126 per week, or the daily pro-ration of \$18 per day, in addition to his/her regular compensation. Employees who are called out while on standby shall receive a minimum of two (2) hours pay at time and one-half their base rate of pay. Temporary employees shall not be on standby pay for emergency work. Any employee who is on standby on New Years Day, Christmas Day, Thanksgiving, or the 4<sup>th</sup> of July shall receive twelve (12) hours of paid time off (PTO).

### 13.5 TRAINER PAY DIFFERENTIAL

The Library Director or designee shall have the right to establish formal training programs. When assigned in writing to conduct formal training of a minimum of four (4) hours of presentation time, the employee shall receive an additional 5% of their regular salary for such hours assigned.

### 13.6 BILINGUAL PAY

- a. A differential of four percent (4%) over base rate will be paid to employees in positions that specifically require, and who have been directed to translate to and from English and another language (including the use of sign language), as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.
- b. Effective July 1, 2006, a joint labor-management committee will be established to develop guidelines for determining bilingual positions and define interpretation and translation skills and methods for assessing the level of competency for language skills, including English. The Committee will submit its recommendations to the Library Director no later than April 1, 2007.

ARTICLE 14  
TRANSPORTATION

14.1 MILEAGE REIMBURSEMENT

- a. 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.
- b. Mileage claims may be submitted monthly or quarterly and claims must be submitted within ten (10) days of the end of each calendar quarter. Claims filed beyond the (10) day limit may be denied.

14.2 REGIONAL TRANSIT MONTHLY PASS/PARKING

a. Sacramento Regional Transit District (SRTD)

Effective July 1, 2006 regular employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for a one hundred percent (100%) paid SRTD monthly pass

b. Other Bus Transportation

Effective July 1, 2006 regular employees, who utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible to receive a monthly reimbursement of up to one hundred percent (100%) of the cost of the monthly SRTD.

c. Downtown Parking

Effective July 1, 2006, employees who work at the Central Library, whose workday ends at or before 6:00 p.m. and drive to work, shall receive the same monetary reimbursement of parking costs as the current rate for the Sacramento Regional Transit District's monthly pass.

Effective July 1, 2006, employees who work at the Central Library, whose workday ends after 6:00 p.m. and drive to work shall receive coupons to offset parking at the parking structure across from Library Alley or the structure adjacent to the Mexican Consulate, on workdays ending after 6:00 p.m.

- d. An employee is entitled to only one of the above transportation options.
- e. The Authority shall have the right to promulgate a policy and procedure to implement and administer the transit pass discount benefit.

ARTICLE 15  
LAYOFF

15.1 SENIORITY

a. Seniority, for purposes of layoff, demotion, or reemployment, shall be determined by total continuous service in the employee's current classification since the employee's most recent date of appointment. The seniority list shall include all regular employees. Where classification seniority is equal, the employee with the greatest total continuous Authority service in all classifications shall be senior. Where total continuous Authority service is equal, the senior employee shall be determined on the basis of greater hire date seniority, or in the event of a hire date tie, a lottery will be used.

b. Definitions

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated, classification seniority shall be mutually established by the Authority and Union. For those classifications that have flexible staffing designated in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.
- (2) Authority Service Seniority: For employees of the Authority who hold regular status effective the date of the Agreement, Authority service shall be defined as the effective date of appointment to the employee's first regular position in either the City of Sacramento or the County of Sacramento. For all others, Authority service seniority shall be defined as the effective date of appointment to the employee's first regular position with the Authority.
- (3) Hire Date Seniority: For employees of the Authority effective the date of the Agreement, hire date seniority shall be defined as the employee's first appointment to any position as either regular or temporary, in either the City of Sacramento or the County of Sacramento. For all others, hire date seniority shall be defined as the employee's first date of hire to any position with the Authority.
- (4) Seniority Adjustments: Classification seniority and Authority service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from Authority service and time spent on an approved unpaid leave of absence in excess of six (6) months.

(5) Termination of Seniority: Termination of classification seniority and Authority service seniority shall occur upon:

- (a) Resignation or retirement, provided that any employee who is re-employed within three (3) years and completes a probationary period, if any, in the position to which he/she was re-employed may count the seniority that he/she accumulated prior to resignation or retirement;
- (b) Discharge;
- (c) Layoff in excess of three (3) consecutive years out of the Authority service;
- (d) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

## 15.2 SENIORITY LIST

The Authority shall prepare and maintain a seniority list that shall show the name, classification, classification seniority date, Authority service date, hire date, and classifications where each employee held regular status of all employees covered by this Agreement. The Union shall be given a current list every twelve (12) months.

## 15.3 LAYOFF

- a. When it becomes necessary, due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees, the order of separations within each classification affected by the layoff shall be based on seniority.
- b. Temporary employees in the classification involved shall be separated prior to probationary or regular employees except employees in the substitute pool. The Authority may continue working temporary employees regardless of any regular employees who may be laid off in the regression ladder in which these job classifications fall. Upon written request from a laid off regular employee, he/she shall be included in the substitute pool and be given preference for assigned pool hours.
- c. Probationary employees who are serving their initial probation in the classification of layoff shall next be laid off without regard to seniority.
- d. A probationary employee who has previously completed a regular probationary period shall be laid off next and shall have the right to return to the classification from which promoted. Seniority accrued during the probationary period shall be applied to the classification from which the employee promoted.
- e. Regular employees shall be laid off in the reverse order of seniority. A regular employee scheduled for layoff shall have the right to demote in descending order of salary to a lower classification in the current classification series or to a classification in

which he/she formerly held regular status provided, however, that the demoting employee has classification seniority over a displaced employee. If the salaries are the same, the employee shall downgrade to the classification of greater seniority. Seniority over the displaced employee shall include time in the classification to which demoted and time in any higher classification in the series.

If employees are also being laid off in the classification to which the employee has a right to demote, or requests to demote, his/her seniority in the lower classification shall be determined pursuant to the displacement seniority defined above.

- f. The salary of an employee who downgrades shall be that salary step nearest but does not exceed such salary paid in the previous classification.

#### 15.4 NOTICE OF LAYOFF

In the event of layoff, the Authority shall send a layoff notice to all affected employee(s) by certified mail, return receipt requested, personal delivery, or accompanied with the employee's paycheck. Such notice shall be postmarked or delivered at least fourteen (14) calendar days in advance of the effective date of layoff. If mailed, such layoff notice shall be sent to the employee's address currently on file in the Authority Human Resources Department and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on worker's compensation status on the date of the layoff notice shall not be laid off or demoted until the employee returns to work; except that the effective date for reemployment purposes shall be the date of actual layoff as stated in the layoff notice.

## 15.5 RECALL

- a. The names of employees with regular status who are laid off shall be placed on a recall list that shall be used to make appointments in the classification from which they were laid off in preference to all other eligible lists.
- b. An employee who does not wish to be recalled may submit written notification to the Authority that they waive recall rights. The name of such person shall be removed from the recall list.
- c. When such a vacancy is to be filled, persons shall be offered appointments from a recall list as follows:
  - (1) The person with greatest seniority on the recall list for the classification shall be offered an appointment. The offer of appointment shall be made by certified mail to the person's last address of record.
  - (2) When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on Authority Human Resources Department records unless a more recent address has been furnished, in writing, by the laid off/demoted employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail, return receipt requested, and the employee shall have fourteen (14) calendar days to report to work from the date of receipt of the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off shall be required to meet the qualifications of the classification to which he/she is recalled.
  - (3) If the person offered the appointment is temporarily medically incapacitated, the appointment may be waived without affecting his/her position on the recall list.
- d. The names of persons included on recall lists shall be removed three (3) years after the effective date of layoff.

## ARTICLE 16 UNIFORMS

### 16.1 UNIFORMS

- a. The Authority agrees to provide uniforms for employees who are required to wear uniforms.
- b. All employees covered by this Agreement who are required by the Authority to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

- c. The Authority shall provide smocks to all employees who wish to use them while working.

ARTICLE 17  
SAFETY

17.1 SAFETY SHOES

- a. Where the Authority requires that safety shoes be worn by employees as a condition of employment, the Authority shall reimburse the employee for up to two (2) pairs of acceptable safety shoes per fiscal year. The employee must obtain prior authorization from his/her supervisor to be eligible for the second pair of safety shoes.
- b. The Authority maintains the right to specify the type of required safety shoes.

17.2 RUBBER FLOOR MATS

The Authority shall provide rubber floor mats at counter locations where there is concrete or other types of inflexible flooring if the job requires employees to spend significant time standing at the counter.

17.3 COMPUTER MONITORS

Except for Authority emergencies, employees whose job assignment requires using a computer workstation shall be provided with alternate work so they will not be required to work continuously on such monitors for more than sixty (60) consecutive minutes. This provision is not intended to provide for additional rest periods.

ARTICLE 18  
DISCIPLINE

18.1 LETTER OF REPRIMAND

- a. A letter of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Library Director or designee. The Library Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Library Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

- b. Such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two (2) year period.

## 18.2 IN-LIEU DISCIPLINE

By mutual agreement between the supervisor, manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated PTO or CTO equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the Authority shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure.

## 18.3 DISCIPLINARY ACTIONS AND APPEAL HEARING PROCEDURE

- a. Regular employees may be disciplined for just cause only. Discipline shall include a suspension, demotion, in-grade salary reduction, and discharge. If the Authority, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, the affected employee shall have the right to a pre-disciplinary review process (Skelly). The employee shall be given reasonable time from the notice of intent to take action in which to respond to the proposed disciplinary action. The material upon which the action is based shall be provided to the employee. The reviewing officer shall make a recommendation to the Library Director or designee within five (5) working days of the meeting. The Library Director or designee shall consider the recommendations and if disciplinary action proceeds, the employee may appeal the action by filing a grievance at Step 2 of the grievance procedure citing alleged violation of this Section. If the Library Director or designee's decision is not satisfactory, the employee may appeal the discipline to arbitration. The decision of the arbitrator shall be final and binding on the Authority, the Union and employee. If an individual employee covered by this Agreement files an appeal of discipline, and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal process pursuant to this Agreement, including but not limited to the cost of the arbitrator.
- b. Temporary employees serve at the pleasure of the supervisor, manager or designee and may be released from their positions at any time. Such releases shall not be considered disciplinary action and such released employees shall have no right of appeal.

## ARTICLE 19 CLASSIFICATION AND PAY

### 19.1 NEW OR REVISED CLASSIFICATIONS

It is recognized that the establishment of new or revised classifications covered by this Agreement may be warranted because of changes in job content or services. Under such circumstances, the Authority shall prepare and submit to the Union such proposed

descriptions and proposed pay ranges for such classifications prior to submission to the Authority Board.

ARTICLE 20  
MISCELLANEOUS

20.1 PROBATIONARY PERIOD

- a. The probationary period is an extension of the testing and hiring process. A regular employee shall serve a probationary period of either six (6) or twelve (12) months in the classification, equivalent to 1,040 or 2,080 hours, respectively, as specified in the classification specification. A probationary period shall be extended for all hours of light duty, time off due to work-related injury, paid or unpaid leave time if the employee is absent on a cumulative basis during the probationary period in excess of twenty (20) workdays.
- b. Probationary employees shall be entitled to all the rights and privileges of this Agreement unless otherwise provided herein, except that their release shall not be subject to the grievance and arbitration process. Upon the completion of the initial probationary period, the employee's seniority shall relate back to the date of hire.
- c. Employees may be released from probation at any time during the probationary period and there shall be no appeal available for such probationary release.
- d. An employee released during the probationary period following promotion shall be reinstated at his/her former salary step to the classification from which he/she was promoted, provided he/she had completed the probationary period in that classification, and unless the reasons for his/her release would constitute just cause for dismissal from the Authority. Such dismissal shall be subject to the appeal provisions of this Agreement. If an employee had not completed the probationary period in the former classification from which promoted, and if the reason for the release did not constitute just cause, the employee shall be returned to the former classification and will be required to serve a new probationary period.

20.2 SELECTION FOR VACANCIES

- a. Whenever a vacancy occurs in a particular job assignment in a classification covered by this Agreement, and the Library Director or designee, in his/her discretion, elects to permanently fill said vacancy, a written announcement shall be posted; and employees holding regular status in the classification allocated to that position in which the vacancy arises, may request to be reassigned to fill said vacancy. The Library Director or designee shall give first consideration to those employees making such requests before considering any other persons for the vacancy.
- b. The Authority shall reassign or prevent the assignment of employees where there is or

would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

- c. A vacancy or vacancies resulting from an assignment made hereunder shall not be subject to this procedure.

### 20.3 BRANCH REASSIGNMENT NOTICE/SCHEDULE CHANGES

- a. Regular employees shall be given at least fourteen (14) calendar days' written notice prior to permanent reassignment from one branch location to another.
- b. When it becomes necessary to transfer employees, the Authority shall, prior to the transfer, take into consideration the hardship created for the employee, such as transportation or family care problems. It shall be within the discretion of the Library Director or designee to make transfers that in his/her judgment will best meet the organizational, operational and personnel needs of the Authority.
- c. If at any time the Authority's financial position is impacted such that a reduction in force may be necessary, the Authority may elect to transfer employees to other branches or operational units in order to safeguard jobs. At such time the Authority agrees to meet and confer with Local 39 representatives to address the process for such transfers.

### 20.4 PERFORMANCE EVALUATIONS

- a. The Authority shall have the right to evaluate the performance of employees. Evaluations will measure the standards of successful performance that must be met to qualify for completion of probation, step increases, consideration for appointment to a higher classification, and to give notice of deficiencies in performance that may subject an employee to disciplinary action. Failure to complete a performance evaluation shall not be the sole basis for denial of a step increase.

~~b. Employees on a six (6) month probationary period shall be evaluated at least once every two (2) months during probation and employees on a twelve (12) month probationary period shall be evaluated at least quarterly.~~

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~~e. Non probationary regular employees shall be evaluated annually, during the month of their anniversary dates.~~

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~~d. b.~~ Any regular employee receiving a performance evaluation about which he/she disagrees may, within ten (10) working days from the date of receipt of the final evaluation, write a rebuttal statement for attachment to the evaluation and informally appeal to the supervisor of the reviewer, but in no case higher than the Library Director or designee. Regular employees may be evaluated more frequently than annually as

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determined by the supervisor, manager or designee. This subsection shall not be subject to the grievance and arbitration procedure.

~~e. Temporary employees may also be evaluated, as determined by the supervisor, manager or designee.~~

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## 20.5 PERSONNEL FILES

- a. With prior management approval, employees may be granted reasonable time off with pay to review their own Authority personnel file.
- b. The Authority shall provide to the employee a copy of any and all material at the time of placement in the employee's personnel file.

## 20.6 TRAINING AND EDUCATION

Employees who participate in training required by the Authority shall either be assigned to such programs during their regular working hours or be compensated for time spent participating in such programs at the applicable overtime rate. Voluntary participation in training shall not be subject to such overtime compensation.

## 20.7 MERIT SYSTEM

- a. All Authority appointments and promotions shall be made on the basis of merit, as established by appropriate competitive examination, without regard to sex, race, religion, national origin, physical or mental disability, sexual orientation, age or political affiliation, and shall be made from lists of eligibles prepared and maintained by the Library Director or designee in accordance with applicable policies and procedures.

~~b. The Sacramento Public Library Authority Board may adopt such additional non-discrimination provisions as may be necessary from time to time to conform to applicable federal and state law. The Authority agrees to negotiate the impact of such provisions on employees' terms and conditions of employment.~~

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~~e. The provisions of this Section are not intended to prevent the establishment of special limited programs or affirmative action programs for the employment of economically or socially disadvantaged persons, or physically or developmentally disabled persons.~~

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~~b. The Authority shall promote from within whenever practicable in accordance with the merit principle.~~

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~~e. The Authority shall have the right to promulgate a policy and procedure to implement and administer appointments and promotions through the merit system.~~

## 20.8 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.

- d. The provisions of this Section do not apply to grievance disputes that contend that the Authority has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this Section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this Section, except as provided in subsection (c), above.

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20.9 TIME OFF FOR PROMOTIONAL EXAMINATION

Employees shall be released from duty without loss of compensation while competing in Authority promotional examinations that take place during scheduled work hours.

#### 20.10 VOLUNTEERS

All temporary, regular full-time and regular part-time employees may not volunteer at other units/branch. For purposes of this section, volunteering means to work without compensation, performing duties similar to their regular classification, outside of the employee's regular work hours, either within the employee's own unit or a unit elsewhere in the system.

#### 20.11 CONTRACTING OUT

- a. The Authority shall not contract out for goods and services performed by bargaining unit employees which will result in any regular employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.
- b. Any layoffs resulting from the Authority's action shall be made pursuant to the layoff provisions of this Agreement.

#### 20.12 DRUG/ALCOHOL POLICY

The parties agree that employees represented by this Agreement shall be free from the influence of drugs and/or alcohol while at work. The Authority's Drug/Alcohol Policy will be adhered to by such employees.

#### 20.13 NON-DISCRIMINATION

- a. The Authority and the Union agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, political affiliation, Union membership or activity, or disability.
- b. Nothing in this Section shall be construed to extend benefits to any person.

#### 20.14 STRIKES AND LOCKOUTS

- a. For the duration of this Agreement the Union and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, and the Authority agrees that it shall not cause or engage in any lockout.
- b. Further, the Authority shall have the right to deny all usage of sick leave by any employee where the Library Director or designee, has reasonable cause to believe the sick leave usage is related to a sickout or any other form of concerted activity. However, at the discretion of the Library Director or designee, an employee may be granted the use of sick leave on a case-by-case basis.

## 20.15 WORK SHARING PROGRAM

The Authority may establish a work-sharing program in accordance with the provisions of this Article.

- a. The Authority will decide the classification and positions that are feasible for a work-sharing program.
- b. The program is voluntary.
- c. Employees in the same classification who voluntarily agree may share work hours of any position(s) in a bi-weekly pay period providing the total hours do not exceed the budgeted F.T.E. The program is limited to regular employees. The work-share participants may originate from the same or different work sites. Shared position(s) must be located at the work site for which the position(s) is budgeted. The Authority may hire a part-time employee to implement or continue the work sharing arrangement in those cases where only one regular employee voluntarily agrees.
- d. With the approval of the supervisor, the shared work schedule may include uneven division of hours and/or overlapping schedules.
- e. Participating employees will receive pro-rata benefits, including prorata Authority insurance contribution, retirement, and leave credits.
- f. A work sharing arrangement may be terminated by the Authority or by any of the participating employees upon submission of written notice to the other parties. Upon receipt of the written notice, the work sharing arrangement will be terminated on a date mutually acceptable to the Authority and employees or thirty (30) calendar days from the date of written notice, whichever occurs first.
- g. Classification seniority shall prevail, if necessary, upon return to a full-time position or in the event of layoff.

## 20.16 LABOR MANAGEMENT COMMITTEE

- a. To promote and enhance harmonious relationships, a committee, comprised of members from labor and management, shall meet regularly to discuss issues brought forth by staff members. This committee will not add to, delete from or amend any part of the labor contract currently in effect. Labor members shall be appointed by the Business Representative of Local 39, and management members shall be appointed by the Library Director or designee.
- b. Unrepresented employees shall have one seat on the committee, with that member being selected by a vote of all unrepresented employees.

20.17 SAVINGS CLAUSE

If any part of this Agreement is found to be illegal by a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, such illegality shall not in any way invalidate any other part of this Agreement.

20.18 PERS RETIREMENT PLAN AND CONTRIBUTION

a. The Authority's contract with the Public Employees Retirement System (PERS) for miscellaneous employees provides for the following structure:

- Modified 2% at age 55
- One-year highest compensation
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit

b. Effective June 25, 2005, the Authority will pay 3% of the employee's contribution to the PERS retirement plan.

c. Effective the date that employees transfer from City or County employment to the Authority, the Authority will pay a percentage of the eligible member's contribution to the PERS retirement plan as indicated below:

<u>Eligible Member Transferred from Former Plan</u>	<u>Percent Contribution by Authority</u>
Sacramento City Employees Retirement System	3%
Sacramento County Employees Retirement System Tier I	2%

d. For former County employees who have been in continuous County service since March 7, 1973, and upon reaching thirty (30) years of continuous combined County and Authority service, the Authority will pay the full employee's contribution to the Authority PERS retirement plan.

e. Employees who are members of the Sacramento City Employees' Retirement System and have a deficit account may remain City employees for retirement purposes only.

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e. \_\_\_\_\_

20.19 RETIREMENT HEALTH SAVINGS PLAN AND CONTRIBUTION

The Authority shall provide to all full-time and part-time regular employees covered by the Agreement a Retirement Health Savings (RHS) Plan as selected by the Authority. The RHS Plan is a medical expense reimbursement program that accumulates assets to pay for medical expenses in retirement on a tax-free basis. Effective March 13, 2010 the Authority shall contribute \$20 per first two (2) pay periods each month to eligible full-time and part-time employees' RHS account.

20.1920 \_\_\_\_\_ TERM

- a. This Agreement shall remain in full force and effect from March 13, 2010, July 1, 2006 to and including June 30, 20 2009, December 31, 2011.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: ~~January 25, 2007~~ March 11, 2010

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, STATIONARY ENGINEERS  
LOCAL 39, AFL-CIO

SACRAMENTO PUBLIC LIBRARY  
AUTHORITY

BY: \_\_\_\_\_  
JERRY KALMAR  
BUSINESS MANAGER-SECRETARY

BY: \_\_\_\_\_  
ANNE MARIE GOLDRIVKAH SASS  
LIBRARY DIRECTOR

\_\_\_\_\_  
JOAN BRYANT  
DIRECTOR OF PUBLIC EMPLOYEES

\_\_\_\_\_  
AREVIK DORNAN BAGDASSARI  
CHIEF NEGOTIATOR

\_\_\_\_\_  
MADISON BLAND  
PRESIDENT

\_\_\_\_\_  
SCOTT KENLEY  
CHIEF NEGOTIATOR

\_\_\_\_\_  
STEVE CROUCH  
BUSINESS REPRESENTATIVE, \_\_\_\_\_

\_\_\_\_\_  
ALISON LANDERS  
NEGOTIATING COMMITTEE  
MEMBER

\_\_\_\_\_  
CHIEF NEGOTIATOR

\_\_\_\_\_  
DIANE BOERMAN  
NEGOTIATING COMMITTEE MEMBER

\_\_\_\_\_  
GABRIELLE HOLMES  
NEGOTIATING COMMITTEE  
MEMBER

\_\_\_\_\_  
CLAUDIA CAREY  
NEGOTIATING COMMITTEE MEMBER  
MEMBER

\_\_\_\_\_  
CYNTHIA PHIPPS  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
REBECCA HIGGERSON  
NEGOTIATING COMMITTEE MEMBER

\_\_\_\_\_  
GERRY WARD  
NEGOTIATING COMMITTEE MEMBER

\_\_\_\_\_  
ERIC WEBB  
NEGOTIATING COMMITTEE MEMBER

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# **EXHIBIT A**

AGREEMENT

BETWEEN

SACRAMENTO PUBLIC LIBRARY AUTHORITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE  
LIBRARY UNIT

March 13, 2010 to December 31, 2011

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## PREAMBLE

This Agreement, hereinafter referred to as the Agreement, has been entered into by the Sacramento Public Library Authority, hereinafter referred to as the Authority, and the International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, hereinafter referred to as the Union. These parties have met and conferred in good faith and this resulting Agreement has as its purpose (1) the promotion of harmonious labor relations between the Authority and the Union; (2) the establishment of an equitable and peaceful procedure for the resolution of differences; and, (3) the establishment of rates of pay, hours of work, and other terms and conditions of employment.

## ARTICLE 1 RECOGNITION

### 1.1 RECOGNITION

- a. The Authority hereby recognizes the Union as the exclusive bargaining agent for all employees in the Library Unit, as defined in the Authority's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to these employees as authorized by law. The current Unit composition is attached as Exhibit B.
- b. The following terms are defined by this Agreement:
  - (1) The term "regular employee" is an employee who has been appointed to a position in a classification, on either a part-time or full-time basis, which requires the successful completion of a probationary period.
  - (2) The term "temporary employee" is an employee who has been appointed, on either a part-time or full-time basis or for a limited duration, who works within one year from each date of employment in excess of 1,040 hours during a continuous period of employment of more than six (6) months. Such an employee does not serve a probationary period and may be released from Authority employment at any time without right of appeal under this Agreement.
- c. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the Authority's Employer-Employee Relations Policy.

## 1.2 EMPLOYEE RIGHTS

Employees covered by this Agreement shall have all rights specified in Government Code Section 3500 et seq.

### ARTICLE 2 SOLE AGREEMENT

#### 2.1 SOLE AGREEMENT

- a. This Agreement when signed by the parties hereto, and approved by the Governing Board, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.
- b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the Authority and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.
- c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

### ARTICLE 3 RIGHTS OF MANAGEMENT

#### 3.1 RIGHTS OF MANAGEMENT

The Authority retains all rights not expressly abridged by this Agreement and applicable laws and other regulations, including the grievance procedure herein. These rights, shall include, but are not limited to, the exclusive right to: a) direct, hire, promote, discipline, transfer, assign, and schedule employees; b) dismiss employees due to lack of work, lack of funds, or abolishment of position or for other reasonable cause; c) determine services to be rendered, operations to be performed, utilization of technology, work and productivity standards, and methods of work to be performed; d) determine the mission of the Authority, its organization, the number of employees, appropriate job classifications and all budgetary matters; e) maintain and improve the efficiency and effectiveness of the Authority operations; and f) take any necessary actions to carry out its mission in situations of emergency.

ARTICLE 4  
UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

- a. In addition to continuing existing payroll deductions for group insurance plans to which the Authority is or shall hereafter be a contracting party, the Authority agrees to establish payroll deductions for:
  - (1) The normal and regular monthly Union membership dues and assessments; and
  - (2) The service fees for non-members as set forth in Section 4.2 of this Agreement.
- b. All the above payroll deductions shall be subject to the following conditions:
  - (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the Authority. Any changes or modifications shall be agreed upon between the Authority and Union.
  - (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.
  - (3) Deductions and authorizations shall be separated by type of deduction (Union membership dues and service fees). Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.
  - (4) Such deductions shall be made only upon submission to the Human Resources Department of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.
  - (5) The Union will be responsible for notifying the Director of Human Resources 30 days in advance of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the Authority. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues and service fees
  - (6) The Union agrees to indemnify, defend and hold the Authority harmless against any claims made of any nature whatsoever, and against any suit instituted against the Authority arising from its deductions for dues and, service fees.
  - (7) The Authority will remit to the Union via electronic transfer or check funds for all of the deductions.

## 4.2 AGENCY SHOP

### a. General

- (1) As a condition of continued employment, all regular employees who are paid one or more hours salary during a bi-weekly pay period, and all temporary (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.
- (2) No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.
- (3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

### b. Service Fee

- (1) The service fee required above shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments.
- (2) In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the Authority shall not be a party to the dispute.
- (3) No regular employee who is paid less than one hour of salary during a bi-weekly pay period shall be required to pay a service fee under the agency shop provision above. Further, no employee shall be required to pay any service fee under the agency shop the first sixty (60) calendar days of employment.

### c. Religious Objection

- (1) Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

- Salvation Army
- United Way
- Red Cross

(2) Employees claiming a religious exemption shall be required to file a written statement under oath with the Union.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Authority upon written request and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the Authority with a copy of such financial reports.

e. Hold Harmless

- (1) The Union shall promptly refund to the Authority any amounts paid to the Union in error under this Section.
- (2) The Union expressly agrees to indemnify and hold the Authority harmless from any and all claims, demands, costs (including any costs incurred by the Authority in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the Authority in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the Authority based upon or related to this Section. Further, in the event that the Authority undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the Authority in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

Failure to pay the required service fee or the in-lieu-of service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be disciplined under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the Authority for discipline as provided in this Section; and
- (2) The Union has furnished the Authority with written proof that the procedure of subsection (1) above has been followed, or has supplied the Authority with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the Authority to discipline the employee, the following written notice:

"The Union certifies that (employee's name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the Authority shall discipline the employee."

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include, but not be limited to, all matters related to collective bargaining, discipline, contract administration, and grievance processing.

4.3 BULLETIN BOARDS

- a. Space shall be provided on Authority property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

- (1) Union recreational and social activities
- (2) Union elections

- (3) Union appointments and results of Union elections
  - (4) Union meetings
  - (5) Such other notices as may be mutually agreed upon by the Union and the Authority.
- b. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be up to three (3) feet by four (4) feet.

#### 4.4 STEWARDS

- a. The Authority recognizes that the Union has established Stewards, who consist of regular Authority employees represented by the Union. A current list of Stewards shall be made available to the Library Director or designee, together with any changes thereto.
- b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the Authority. The Union will not exceed a ratio of one Steward to every fifty (50) represented employees.
- c. Stewards shall not conduct Union or representational activities, on Authority time unless prior approval is expressly granted by the Library Director or designee.

#### 4.5 USE OF AUTHORITY FACILITIES

The Union may use Authority conference rooms and similar facilities for meetings with employees. Use of Authority meeting facilities requires reasonable advance notice to the Library Director or designee and is subject to Authority use of such facilities. The Authority may establish reasonable regulations governing the use of Authority facilities as provided by this Section.

#### 4.6 USE OF AUTHORITY MAIL, E-MAIL OR VOICE COMMUNICATION SYSTEMS

The Union shall have the right to reasonable use of the Authority's existing internal mail, e-mail or voice communication systems for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for internal mail shall contain the following information: Steward's name and work location. The right to use of the internal mail, e-mail or voice communication systems may be denied for cause.

ARTICLE 5  
GRIEVANCES AND ARBITRATION PROCEDURE

5.1 INTENT

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated, or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the Authority. If the Authority does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

5.2 DEFINITION

- a. A grievance is a dispute between the Authority and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application or enforcement of the express terms of this Agreement.
- b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure, the term "Functional Manager" means the individual to whom a supervisor has a direct reporting relationship.
- d. As used in this procedure, the term "party" means an employee, the Union, the Authority, or their authorized representatives.
- e. As used in this procedure, the term "standard workdays" means "Monday through Friday" excluding holidays.

5.3 PROCEDURE

Grievances will be processed in the following manner and within the stated time limits.

5.4 INFORMAL GRIEVANCE

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedence in any future Agreement interpretation.

## 5.5 FORMAL GRIEVANCE STEP 1

- a. If the grievance is not resolved at the informal level, the Union shall present the grievance to the Director of Human Resources or designee in writing within ten (10) standard working days after the supervisor's answer. The grievance shall be submitted on the grievance form provided by the Authority. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the Agreement asserted to have been violated and the remedy or correction requested of the Authority. The written grievance must be dated and signed by the grievant. The Director of Human Resources or designee shall meet with the aggrieved employee and/or the Union representative within ten (10) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Director of Human Resources or designee shall respond in writing within ten (10) standard working days after the grievance meeting.
- b. Grievances of a general nature pertaining to matters not normally decided by Unit supervisory personnel may be presented directly to the Formal Grievance Step 2.

## 5.6 FORMAL GRIEVANCE STEP 2

If the grievance is not satisfactorily resolved at Formal Grievance Step 1, the written grievance may be presented to the Library Director or designee within ten (10) standard working days after receipt of the Director of Human Resources' or designee's written answer. The Library Director or designee shall meet with the aggrieved employee and/or the Union Representative within ten (10) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The Library Director or designee shall render a written decision on the grievance to the Union within ten (10) standard working days after the meeting.

## 5.7 FORMAL GRIEVANCE - ARBITRATION

- a. Grievances not settled in Formal Grievance Step 2 of the Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the Library Director or designee within ten (10) standard working days after the date of the Library Director's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.

The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the Authority, the Union and the employee(s). Copies of the decision will be furnished to all parties.

- b. The arbitrator shall have no authority to add to, delete, or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.
- c. The fees and necessary expenses of any arbitration proceedings shall be shared equally by both parties, except that each party shall pay the fees of its own counsel and/or representative.
- d. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

## 5.8 GENERAL PROVISIONS

- a. No matter shall be considered as a grievance unless it is presented in writing within twenty (20) standard working days after the occurrence of the events on which the grievance was based, except by mutual agreement between the parties.
- b. No grievance decision covering any type of grievance shall provide for retroactive compensation for more than thirty (30) standard working days prior to the date such grievance was filed.
- c. The Union Business Agent or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
- d. With prior management approval, an employee may present a grievance to Authority management during working hours without loss of compensation. Time off for the employee to present the grievance shall not be unreasonably denied.

ARTICLE 6  
SALARY ADJUSTMENTS

6.1 2010 - 2011 SALARY ADJUSTMENTS

There will be no cost of living adjustments during the term of this contract. .

ARTICLE 7  
SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step "1". However, if the Library Director or designee 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. This provision shall apply to original appointments to regular positions and appointment to temporary positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

(1) Upon successful completion of the probationary period (1,040 hours for six (6) months or 2,080 hours for twelve (12) months of probation) an employee shall be advanced to the next higher step of the salary range of the classification. A step increase may be denied only for just cause. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at 2,080-hour intervals to succeeding steps of the assigned salary range. An employee who has completed the required probationary period in his/her current classification, who is at a salary step lower than the highest step, and demonstrates exceptional performance, may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Library Director or designee. (This subsection shall not apply to temporary employees.)

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

b. Denial of Step Increase and Reduction in-Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the supervisor, manager or designee. Regular employees who are reduced in-grade or denied

advancement shall have the right to appeal pursuant to the Discipline provision. (This subsection shall not apply to temporary employees.)

c. Effective Date of Step Increases

Increases to employees who successfully complete the probationary period or 2,080 hours of service shall become effective on the first day of the next pay period. Increases to succeeding steps of the assigned salary range shall become effective at 2,080-hour intervals from the anniversary date of the first increase.

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

- (1) If the probationary period is extended due to light duty, leave, 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 twenty (20) workdays.
- (2) For example, for an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is injured on duty until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date of the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.
- (3) 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.
- (4) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another that has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, reallocation, or reclassification of position the employee shall receive an increase at least equal to a full in-grade salary step (5%) or the Step "1"

of the higher classification, whichever is greater, but not to exceed the maximum salary of the higher classification.

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

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

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Section removed.

7.5 RATE OF COMPENSATION UPON RETURN TO AUTHORITY SERVICE

a. An employee recalled after layoff or reinstated after a leave of absence shall return to the same salary step paid at the time of departure.

b. If the employee is re-employed after resignation to a classification that is the same or lower than that in which last employed, the employee may receive any step at the discretion of the Library Director or designee, but not to exceed the salary step received immediately prior to leaving Authority service. If that 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.

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

Whenever the salary of an employee exceeds the highest step of the salary range established for a classification, the Authority shall at its discretion designate such salary as an "Y-rate". During such time as an employee's salary remains above the highest step, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate", and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. An example of when a Y-rate applies is when an employee's position is reallocated to a classification with a lower salary range; and examples of when a Y-rate shall not apply are discipline, layoff, or voluntary

demotion.

## 7.7 REINSTATEMENT FOLLOWING TERMINATION OR RESIGNATION FROM UNREPRESENTED POSITION

- a. Where an employee who is in an unrepresented non-management position is terminated or resigns from an unrepresented position and where the employee held regular status in a classification within the Library Unit without a break in service prior to the unrepresented appointment, the employee may at the discretion of the Library Director be reinstated in a position in the classification last held or in a comparable classification, at the salary step at which the employee was paid immediately prior to the unrepresented non-management appointment. If the former classification has been abolished or if no comparable classification then exists, the Library Director or designee shall determine the appropriate classification for reinstatement. In such a case the employee's salary shall be Y-rated at the salary step at which the employee was paid immediately prior to the unrepresented non-management appointment. Reinstatement shall be conditional on all of the following being met:
  - (1) The employee shall make written application to the Library Director for reinstatement within thirty (30) calendar days from the date of resignation from, or from the date of notice of termination from, the unrepresented position. The Library Director shall not accept applications filed after the expiration of that time period.
  - (2) The facts and circumstances surrounding a termination from an unrepresented position are not such that just cause for dismissal exists. If the termination from the unrepresented position was due to incompetence or inefficiency in that position, the employee's right to reinstatement shall not be affected.
- b. Any employee terminated from an unrepresented position shall be given written notice, at the time of notice of termination, of this provision.
- c. If such reinstatement results in overstaffing of allocated positions, the layoff provisions of this Agreement shall apply.
- d. This provision shall apply to unrepresented management employees only when the termination is a result of a layoff.

ARTICLE 8  
HEALTH AND WELFARE

8.1 INTERNAL REVENUE SERVICE (IRS) SECTION 125 PLAN

- a. The Authority shall continue to implement an IRS Section 125 Cafeteria Plan that shall be applicable to all full-time and part-time regular employees covered by the Agreement
- b. The health and welfare contribution shall be applied first to the employee contribution to retirement in the Public Employees Retirement System (PERS).
- c. The balance of the health and welfare contribution, if any, may be utilized to purchase benefits in the cafeteria plan, including the Authority-sponsored health/welfare benefits, including, life insurance, and; short-term disability insurance.
- d. Employees covered by the Agreement who incur out-of-pocket cost for benefits selected within the cafeteria plan shall have premium conversion applied to allow pre-tax payment.
- e. Employees covered by the Agreement may elect pre-tax or post-tax payment of disability insurance only and, in the absence of such an election, the premiums shall be treated as post-tax payments.
- f. Any amount of the health and welfare contribution that is not spent in the cafeteria plan will be paid to the employee in cash and will be treated as taxable income.
- g. Contributions to deferred compensation are employee contributions. All contributions to deferred compensation are not subject to income taxation.
- h. Employee retirement contributions in excess of the health and welfare contribution shall not be subject to income taxation.
- i. In the event that legislation or tax regulations are enacted that materially affect the operation of the Authority's 125 Plan and the favorable tax status of the 125 Plan for employees, the Authority will meet and confer with the Union to establish a successor plan. Until such plan is agreed upon, the existing plan shall remain in place and to the extent legally enforceable, existing rules shall continue to apply.

8.2 CONTRIBUTION TO EMPLOYEES – CALENDAR YEAR 2010 AND 2011

- a. Full-time employees who choose the employee only plan shall receive Authority contributions as follows:
  - (1) Employees hired prior to January 1, 2007, for full-time employees enrolled in an Authority-sponsored health plan for employee only, the Authority contribution shall be \$649 or the lowest cost health and dental rate, whichever is greater.

- (2) Employees hired on or after January 1, 2007, for full-time employees enrolled in an Authority-sponsored health plan for employee only, the Authority contribution shall be the lowest cost health and dental rate.
- b. For full-time employees enrolled in an Authority-sponsored health plan for employee plus one dependent, the Authority contribution shall be as follows:
  - (1) During calendar year 2010, the Authority contribution shall be 765.59 per month.
  - (2) During calendar year 2011 the Authority shall cover 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.
- c. For full-time employees enrolled in an Authority-sponsored health plan for employee plus two dependents, the Authority contribution shall be as follows:
  - (1) During calendar year 2010, the Authority contribution shall be 1,001.40 per month.
  - (2) During calendar year 2011 the Authority shall cover 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.
- d. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the Authority contribution, the Authority shall deduct from the employee's paycheck the amount needed to pay for the insurance plans that the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the Authority-sponsored insurance program until the employee returns to work and is able to resume paying for health benefits.
- e. Part-time employees shall have prorated benefits as indicated below.
  - (1) Except for former part-time County employees who shall receive 100% of the contribution, the Authority agrees to make contributions on either a 100% or 50% basis for regular full-time and part-time employees.
  - (2) To be eligible for any Authority contribution under this Section, the part-time (+1,040) employee must be paid for a minimum of forty (40) hours of work each pay period.
- f. The amount of Authority contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.
- g. For purposes of this section, employees who are receiving benefits under State Disability Insurance or Workers Compensation will receive Authority contributions based on their normally scheduled hours until such time as SDI or Workers

compensation has been exhausted, at which time Authority contributions will cease.

### 8.3 CASH-BACK LIMITS

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

- a. Effective March 13, 2010 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$480 per month.
- b. Effective January 1, 2011 for employees who waive Authority sponsored health insurance the cash-back limit shall be \$430 per month.
- c. Cash-back for employees hired after January 1, 2007 who waive Authority-sponsored health insurance shall be limited to \$200 per month.

### 8.4 FLEXIBLE SPENDING ACCOUNTS

- a. The Authority shall maintain the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:
  - (1) Out-of-pocket costs for health and/or dental insurance premiums;
  - (2) Unreimbursed health care expenses and dependent care reimbursement up to IRS allowed limits.
- b. Any administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above.
- c. Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

### 8.5 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 employees in classifications covered by this Agreement.
- b. The intent of this program is to enable eligible employees who file for their SDI or PFL benefits in accordance with applicable rules and procedures to integrate such SDI 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 will use SDI or PFL on an integrated basis with Authority leave benefits providing for sick leave, all available paid leave hours, compensatory time off (CTO), and catastrophic leave (CAT), in that order.
  - 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 insure the equitable application of the program.
  - e. Integration of SDI or PFL with accrued leave balances shall take place only if the employee requests integration in writing to Human Resources, using the Authority-provided form.
    - (2) 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.
    - (3) 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.
    - (4) 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 the employee integrates from his or her 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.
- (6) If the employee exhausts all available leave balances but continues on SDI or PFL, the Authority compensation, including leave accruals, shall cease
  - (7) 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.
  - (8) 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.

ARTICLE 9  
HOURS OF WORK

9.1 WORKDAY/WORKWEEK

- a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. on Saturday, and end at 12:00 midnight the following Friday. A regular full-time employee's workweek shall consist of forty (40) working hours during the said seven (7) day period. The hours of work and work schedule for all regular part-time and temporary employees shall be established by the Authority.
- b. The Authority may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays, five (5) eight (8) hour workdays or a alternative workweek schedule equal to eighty (80) hours per pay period. The Authority agrees to discuss any alternative workweek proposal with the Union fifteen (15) calendar days before adoption of the alternative workweek, which adoption shall conform to the Labor Code provisions governing alternative workweeks.
- c. Regular employees shall be given at least fourteen (14) calendar days' written notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees.
- d. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours actually worked on the first day of the new shift.

9.2 REST PERIODS

- a. Each employee covered by this Agreement will 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, unless the Authority and Union agree otherwise in writing. Employees who work a six (6) hour workday without a meal period will be allowed two (2) ten (10) minute rest periods. The two rest periods may not be combined to create a longer rest period. Employees who work a four (4) hour work shift will be allowed one fifteen (15) minute rest period.
- b. Rest periods may not be accumulated nor will they be scheduled within one hour at 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 paid fifteen (15) minute rest 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.

### 9.3 MEAL PERIODS

Employees shall be allowed an unpaid meal period of not less than thirty (30) minutes nor more than one hour that shall be scheduled in the middle of the workday. If an employee is required to work during a scheduled meal period by his/her supervisor, the employee shall either be given an alternate unpaid meal period or compensated for the additional work time, as determined by his/her supervisor.

## ARTICLE 10 OVERTIME COMPENSATION

### 10.1 OVERTIME COMPENSATION

- a. 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, supervisor or designee.
- c. 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 supervisor, manager or designee.
- f. An employee's workweek, work schedule and/or days off shall not be changed during said workweek to avoid the payment of overtime.

## ARTICLE 11 NIGHT-SHIFT DIFFERENTIAL

### 11.1 NIGHT-SHIFT DIFFERENTIAL

- a. Regular employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated therefor, by payment for the entire shift of an additional seven and one-half percent (7.5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work-shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional seven and one-half percent (7.5%) of their base pay for such hours.
- b. An employee shall not receive night-shift premium pay when on PTO or other

authorized leave of absence with pay.

ARTICLE 12  
LEAVES

12.1 PTO (PAID TIME OFF)

- a. Time off with pay shall be earned by regular 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 straight-time rate on the first two (2) pay periods of each month.
- b. Effective July 29, 2000, eligible employees shall accrue and accumulate PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual Rate Hours &amp; Minutes</u>	<u>Accrual 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. Regular part-time and temporary (+1,040) employees shall accrue PTO on a pro-rata basis.
- d. Accrued PTO may be taken upon approval and at the discretion of the Library Director or designee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' paid time off, the supervisor, manager or designee may place reasonable seasonal or other restrictions on the use of accrued paid time off.
- e. The Authority shall open to bid the scheduling of employees' PTO in six-month blocks.

<b>PTO period</b>	<b>Bids due to supervisor by</b>	<b>Approved PTO posted by</b>
Apr-Sept	Jan. 31	Feb. 15
Oct-Mar	July 31	Aug 15

Authority service seniority (as defined in layoff article of this contract) shall be used to resolve bid disputes. In the event of authority service tie, hire date seniority (as defined in layoff article of this contract) shall be used. In the event of a hire date tie, a lottery

will be used.

- f. 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.
- g. Regular and temporary (+1,040) employees who were former City or County employees hired on May 24, 1996 or earlier elected to a) designate one third (1/3) of their sick leave accrued 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.

## 12.2 HOLIDAYS

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

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	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 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.
- (2) 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.

- (3) Holiday credit may be taken by the employee at the discretion of the supervisor, and must be taken prior to requesting and being approved to take other accrued leave such as PTO or Catastrophic Leave.
- (4) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Holiday Credit Accumulation

- (1) Employees may accumulate holiday credit up to a maximum of eighty (80) hours in a calendar year. Employees may not carry over more than 8 hours of holiday credit from one calendar year to the next. Any hours in excess of 8 not used by November 1 of the current year will be paid to the employee at his/her 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 impracticable to schedule an employee to use Holiday credit prior to the end of the calendar year, the Library Director or designee may consider exceptions to this provision.

- (2) 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.
- (3) A part-time regular employee shall receive the recognized holiday benefit as follows:
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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.

e. 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.

### 12.3 LEAVES OF ABSENCE – MEDICAL

The Library Director or designee will coordinate a request for Leave of Absence for Medical reasons with FMLA and other applicable federal or state laws.

### 12.4 LEAVES OF ABSENCE WITHOUT PAY – NON-MEDICAL

- a. Upon written request and approval by the Library Director or designee, a leave of absence without pay may be granted to any regular employee for up to six (6) months. The Leave of Absence may be extended by the Library Director or designee 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. A regular employee on leave of absence is eligible to return to his/her classification at the completion of such leave.
- c. The employee shall not be entitled to selectively intersperse paid leave credits with unpaid leave for the purpose of accruing benefits or qualifying for Authority insurance contributions.
- d. Requests for Leave of Absence Without Pay Non-Medical shall be submitted to the Library Director or designee and shall state specifically the reasons for the leave, the date when the leave is to begin, and the date of return. Requests for Leave of Absence Without Pay Non-medical will be approved or disapproved within ten (10) working days following receipt by the Library Director or designee. An employee taking a Leave of Absence Without Pay Non-Medical prior to approval may be subject to disciplinary action.
- e. Military Leave shall be granted as required by law.
- f. An employee shall not accrue paid time off while on leave of absence without pay.
- g. The Library Director or designee 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.

### 12.5 REINSTATEMENT – VOLUNTARY TERMINATION

- a. The Library Director or designee may waive the hiring process and re-hire an employee who has voluntarily terminated to his/her classification at the time of the termination for a period of one (1) year following the date of termination. Any employee hired

- b. Return rights are not applicable if there are other employees in the same classification that have been subject to Layoff under the provisions of section 15.3 of this Agreement.

## 12.6 INDUSTRIAL DISABILITY LEAVE

- 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 Workers Compensation Insurance Act:
  - (1) During any period of disability for which payment is not provided under workers 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.
  - (2) During any period of disability for which payment is provided under workers compensation insurance, the employee shall elect to:
    - (a) Retain any workers compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the workers compensation benefits added together are equivalent to no greater than the employee's full pay. The employee shall use their accrued PTO and CTO for purposes of this integration; or
    - (b) Retain any workers compensation benefits received during the pay period(s) as total compensation. Health and welfare benefits will be administered based on the provisions of section 8.2. After a period of 12 months from the date of injury, no health and welfare benefits will be paid or leave accrued during this period. Employee may elect to pay out-of-pocket for any insurance premiums.
- c. All disability leave with pay provisions of this Section shall terminate when the employee exhausts all usable leave balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under workers compensation insurance, retirement, termination from Authority employment or death, whichever occurs first.
- d. In cases where Workers Compensation is not immediately payable, the employee will

suffer no loss of pay or charge against Paid Time Off (PTO) during the first three (3) days following an industrial accident, provided the Authority determines that:

- (1) The accident is, in fact, work related;
  - (2) Time off and duration thereof are warranted.
  - (3) 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. An employee who has been injured on the job and is receiving pay by an accrued leave while on workers compensation shall continue to accrue Paid Time Off (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.

## 12.7 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 Authority business
- b. Employees shall provide a copy of the subpoena or jury summons to their immediate supervisor immediately upon receiving notification of same.- Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- c. Upon return to work, the employee must provide the Authority 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 Authority may require the employee to elect to be on telephone alert, when allowed by the court, and remain on the job until such time as called to testify or serve

- jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the Authority will be responsible to ensure that the employee is available.
- e. When an employee is notified by telephone alert to report for court service to begin the following day the employee must notify the immediate supervisor as soon as possible. An employee who is scheduled to work a swing or graveyard shift has the option to take off the shift before or the shift after court service.
  - f. A full-time employee who is scheduled to work on a night shift or weekend shift will work with their immediate supervisor to adjust the employee's schedule to a 40-hour workweek, court time and work time inclusive.
  - g. Part-time employees will work with their immediate supervisor to adjust their work week to their normal number of hours, court time and work time inclusive.
  - h. Employees who have served in court or on jury service 75% or more of their shift (including commute time to return to their work site) shall be deemed to have worked a full shift.
  - i. Employees who are in court or on jury service less than 75% of their shift (including commute time to return to their work site), will be required to work the remainder of their shift. Employees may elect to use PTO for the remainder of the work shift after court, in accordance with PTO rules.
  - j. Employees required to work more than the eight hours (court time and work time inclusive) will be paid overtime.

## 12.8 PARENTAL LEAVE

- a. The following Parental Leave Policy shall apply to both male and female employees:
  - (1) Full-time regular 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 regular employees shall be eligible for parental leave of four (4) 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. Temporary employees are not eligible for Authority-paid parental leave.
  - (2) 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

- (3) 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.
  - (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.
  - (5) 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 sick leave, 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.

#### 12.9 BEREAVEMENT LEAVE

The Authority shall authorize bereavement leave for a regular 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 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 2 additional days for travel 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 or designee may grant bereavement leave for deaths of other persons if the Library Director or Designee determines that special circumstances are applicable.
- e. Bereavement leave is not accrued or carried over from year to year.

#### 12.10 CATASTROPHIC LEAVE PLAN

- a. Effective July 29, 2000 all regular employees shall accrue catastrophic leave at the rate of 1 hour 40 minutes (1.66 hrs) in each of the first two (2) pay periods of every month.

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 12.10(b) above.

c. Eligibility:

- (1) Catastrophic leave may only be used by regular employees who have exhausted all usable sick leave balances including PTO and CTO in excess of 80 hours.
- (2) Catastrophic leave shall have no cash value and will be forfeited upon the employee terminating employment with the Authority
- (3) 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, legal ward, or a child of the employee.
- (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.

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 Leave:

If the employee has not previously exhausted leave under Family Leave, Catastrophic leave will run concurrently with these leaves.

- h. The Authority shall promulgate and distribute a policy and procedure for administration of catastrophic leave.

#### 12.11 LEAVE DONATION PLAN

- a. A regular employee whether represented or unrepresented may donate to or receive from an unrepresented or a represented employee useable leave credits except catastrophic or sick leave credits. Participation in this plan shall be voluntary.
- b. All donations shall be made and accepted in writing using Authority-provided forms.
- c. The donation in any category must be a minimum of four (4) hours of usable time as defined in 12.12a.
- d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.
- e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's PTO balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.
- f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the Library Director or designee.
- g. To be eligible to use donations, an employee must:
  - (1) Be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury that is estimated to last for at least thirty (30) calendar days, or to provide necessary care for a family member as defined in 12.11(d) who is incapacitated for at least 30 days; and,
  - (2) Have exhausted all usable leave balances except for 80 hours of PTO; and,
  - (3) Be on an approved leave of absence
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable leave hours accrued, until the earliest of the following events occurs:
  - (1) All leave balances, including both donated and accrued leave, are exhausted; or
  - (2) The employee returns to work at his/her normal work schedule; or

- (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.
  - j. Used donated leave time shall count toward the application of Authority service and benefits in the same manner as when the employee is on paid leave.
  - k. Used donated leave time shall be subject to the recipient's normal payroll deductions.
  - l. The Authority shall promulgate a policy and procedure to implement and administer leave donation.

#### 12.12 LEAVE INCENTIVE CREDIT

- a. Eligible full-time regular employees who use twelve (12) hours or less of unanticipated leave from January through June or July through December shall receive a certificate enabling them to take eight (8) hours off with pay during the six (6) month period following issuance of the 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 balances and the certificate shall have no monetary value. The approval for use of the eight (8) hours of paid time off for employees who have earned a certificate shall not be arbitrarily or capriciously denied.
- b. "Unanticipated leave" is leave requested within forty-eight (48) hours of the absence.
- c. Regular 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 regular 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 unanticipated leave allowed for a part-time regular employee shall be prorated. For example, a half-time employee who uses six (6) hours or less of unanticipated leave during the six-month time period would receive a certificate for four (4) hours of paid leave incentive credit; a three-fourths time regular employee who used nine (9) hours or less of unanticipated leave during the six (6) month period would receive a certificate for six (6) hours of paid leave incentive credit.

- e. This program does not restrict an employee's ability to use sick leave or Paid Time Off as authorized.

ARTICLE 13  
SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

- a. Temporary assignments to higher classifications shall be permitted only in those classifications where, in the judgment of the Library Director or designee, it is necessary to maintain proper and efficient Authority operations. An employee temporarily assigned in writing to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the employee's regular salary, or the salary provided for in Step "1" or "A" as applicable of the higher classification whichever is greater, but not to exceed the highest step of the higher classification.
- b. The Authority recognizes that temporary work in a higher classification shall not be used as a device for circumventing regular positions.

13.2 TUITION REIMBURSEMENT

- a. The Authority agrees to reimburse regular employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of \$1,000 per calendar year pursuant to the Authority's existing policy for such tuition reimbursement.
- b. This provision shall not apply to employees eligible for an educational incentive program.
- c. The Authority shall have the right to promulgate and distribute a policy and procedures to administer the tuition reimbursement benefit.
- d. Subject matter of all classes submitted for reimbursement shall be related to the employee's present job description or stated career track related to library services.

13.3 CALL-BACK PAY

An employee who is called to work outside the employee's normal duty hours shall receive a minimum of two (2) hours pay at time and one-half (1½) of the employee's base rate of pay.

13.4 STANDBY PAY

An employee who is required to remain on standby for emergency work shall be paid \$126 per week, or the daily pro-ration of \$18 per day, in addition to his/her regular compensation. Employees who are called out while on standby shall receive a minimum of two (2) hours pay at time and one-half their base rate of pay. Temporary employees shall

not be on standby pay for emergency work. Any employee who is on standby on New Years Day, Christmas Day, Thanksgiving, or the 4<sup>th</sup> of July shall receive twelve (12) hours of paid time off (PTO).

### 13.5 TRAINER PAY DIFFERENTIAL

The Library Director or designee shall have the right to establish formal training programs. When assigned in writing to conduct formal training of a minimum of four (4) hours of presentation time, the employee shall receive an additional 5% of their regular salary for such hours assigned.

### 13.6 BILINGUAL PAY

- a. A differential of four percent (4%) over base rate will be paid to employees in positions that specifically require, and who have been directed to translate to and from English and another language (including the use of sign language), as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.
- b. Effective July 1, 2006, a joint labor-management committee will be established to develop guidelines for determining bilingual positions and define interpretation and translation skills and methods for assessing the level of competency for language skills, including English. The Committee will submit its recommendations to the Library Director no later than April 1, 2007.

ARTICLE 14  
TRANSPORTATION

14.1 MILEAGE REIMBURSEMENT

- a. 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.
- b. Mileage claims may be submitted monthly or quarterly and claims must be submitted within ten (10) days of the end of each calendar quarter. Claims filed beyond the (10) day limit may be denied.

14.2 REGIONAL TRANSIT MONTHLY PASS/PARKING

a. Sacramento Regional Transit District (SRTD)

Effective July 1, 2006 regular employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for a one hundred percent (100%) paid SRTD monthly pass

b. Other Bus Transportation

Effective July 1, 2006 regular employees, who utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible to receive a monthly reimbursement of up to one hundred percent (100%) of the cost of the monthly SRTD.

c. Downtown Parking

Effective July 1, 2006, employees who work at the Central Library, whose workday ends at or before 6:00 p.m. and drive to work, shall receive the same monetary reimbursement of parking costs as the current rate for the Sacramento Regional Transit District's monthly pass.

Effective July 1, 2006, employees who work at the Central Library, whose workday ends after 6:00 p.m. and drive to work shall receive coupons to offset parking at the parking structure across from Library Alley or the structure adjacent to the Mexican Consulate, on workdays ending after 6:00 p.m.

- d. An employee is entitled to only one of the above transportation options.
- e. The Authority shall have the right to promulgate a policy and procedure to implement and administer the transit pass discount benefit.

ARTICLE 15  
LAYOFF

15.1 SENIORITY

a. Seniority, for purposes of layoff, demotion, or reemployment, shall be determined by total continuous service in the employee's current classification since the employee's most recent date of appointment. The seniority list shall include all regular employees. Where classification seniority is equal, the employee with the greatest total continuous Authority service in all classifications shall be senior. Where total continuous Authority service is equal, the senior employee shall be determined on the basis of greater hire date seniority, or in the event of a hire date tie, a lottery will be used.

b. Definitions

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated, classification seniority shall be mutually established by the Authority and Union. For those classifications that have flexible staffing designated in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.

(2) Authority Service Seniority: For employees of the Authority who hold regular status effective the date of the Agreement, Authority service shall be defined as the effective date of appointment to the employee's first regular position in either the City of Sacramento or the County of Sacramento. For all others, Authority service seniority shall be defined as the effective date of appointment to the employee's first regular position with the Authority.

(3) Hire Date Seniority: For employees of the Authority effective the date of the Agreement, hire date seniority shall be defined as the employee's first appointment to any position as either regular or temporary, in either the City of Sacramento or the County of Sacramento. For all others, hire date seniority shall be defined as the employee's first date of hire to any position with the Authority.

(4) Seniority Adjustments: Classification seniority and Authority service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from Authority service and time spent on an approved unpaid leave of absence in excess of six (6) months.

(5) Termination of Seniority: Termination of classification seniority and Authority service seniority shall occur upon:

- (a) Resignation or retirement, provided that any employee who is re-employed within three (3) years and completes a probationary period, if any, in the position to which he/she was re-employed may count the seniority that he/she accumulated prior to resignation or retirement;
- (b) Discharge;
- (c) Layoff in excess of three (3) consecutive years out of the Authority service;
- (d) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

## 15.2 SENIORITY LIST

The Authority shall prepare and maintain a seniority list that shall show the name, classification, classification seniority date, Authority service date, hire date, and classifications where each employee held regular status of all employees covered by this Agreement. The Union shall be given a current list every twelve (12) months.

## 15.3 LAYOFF

- a. When it becomes necessary, due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees, the order of separations within each classification affected by the layoff shall be based on seniority.
- b. Temporary employees in the classification involved shall be separated prior to probationary or regular employees except employees in the substitute pool. The Authority may continue working temporary employees regardless of any regular employees who may be laid off in the regression ladder in which these job classifications fall. Upon written request from a laid off regular employee, he/she shall be included in the substitute pool and be given preference for assigned pool hours.
- c. Probationary employees who are serving their initial probation in the classification of layoff shall next be laid off without regard to seniority.
- d. A probationary employee who has previously completed a regular probationary period shall be laid off next and shall have the right to return to the classification from which promoted. Seniority accrued during the probationary period shall be applied to the classification from which the employee promoted.
- e. Regular employees shall be laid off in the reverse order of seniority. A regular employee scheduled for layoff shall have the right to demote in descending order of salary to a lower classification in the current classification series or to a classification in which he/she formerly held regular status provided, however, that the demoting employee has classification seniority over a displaced employee. If the salaries are the same, the employee shall downgrade to the classification of greater seniority. Seniority over the displaced employee shall include time in the classification to which demoted

and time in any higher classification in the series.

If employees are also being laid off in the classification to which the employee has a right to demote, or requests to demote, his/her seniority in the lower classification shall be determined pursuant to the displacement seniority defined above.

- f. The salary of an employee who downgrades shall be that salary step nearest but does not exceed such salary paid in the previous classification.

#### 15.4 NOTICE OF LAYOFF

In the event of layoff, the Authority shall send a layoff notice to all affected employee(s) by certified mail, return receipt requested, personal delivery, or accompanied with the employee's paycheck. Such notice shall be postmarked or delivered at least fourteen (14) calendar days in advance of the effective date of layoff. If mailed, such layoff notice shall be sent to the employee's address currently on file in the Authority Human Resources Department and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on worker's compensation status on the date of the layoff notice shall not be laid off or demoted until the employee returns to work; except that the effective date for reemployment purposes shall be the date of actual layoff as stated in the layoff notice.

#### 15.5 RECALL

- a. The names of employees with regular status who are laid off shall be placed on a recall list that shall be used to make appointments in the classification from which they were laid off in preference to all other eligible lists.
- b. An employee who does not wish to be recalled may submit written notification to the Authority that they waive recall rights. The name of such person shall be removed from the recall list.
- c. When such a vacancy is to be filled, persons shall be offered appointments from a recall list as follows:
  - (1) The person with greatest seniority on the recall list for the classification shall be offered an appointment. The offer of appointment shall be made by certified mail to the person's last address of record.
  - (2) When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on Authority Human Resources Department records unless a more recent address has been furnished, in writing, by the laid off/demoted employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail, return receipt requested, and the employee shall have fourteen (14) calendar days to report to work from the date of receipt of the recall notice. If said employee fails to report

to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off shall be required to meet the qualifications of the classification to which he/she is recalled.

- (3) If the person offered the appointment is temporarily medically incapacitated, the appointment may be waived without affecting his/her position on the recall list.
- d. The names of persons included on recall lists shall be removed three (3) years after the effective date of layoff.

## ARTICLE 16 UNIFORMS

### 16.1 UNIFORMS

- a. The Authority agrees to provide uniforms for employees who are required to wear uniforms.
- b. All employees covered by this Agreement who are required by the Authority to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.
- c. The Authority shall provide smocks to all employees who wish to use them while working.

## ARTICLE 17 SAFETY

### 17.1 SAFETY SHOES

- a. Where the Authority requires that safety shoes be worn by employees as a condition of employment, the Authority shall reimburse the employee for up to two (2) pairs of acceptable safety shoes per fiscal year. The employee must obtain prior authorization from his/her supervisor to be eligible for the second pair of safety shoes.
- b. The Authority maintains the right to specify the type of required safety shoes.

### 17.2 RUBBER FLOOR MATS

The Authority shall provide rubber floor mats at counter locations where there is concrete or other types of inflexible flooring if the job requires employees to spend significant time standing at the counter.

### 17.3 COMPUTER MONITORS

Except for Authority emergencies, employees whose job assignment requires using a computer workstation shall be provided with alternate work so they will not be required to work continuously on such monitors for more than sixty (60) consecutive minutes. This provision is not intended to provide for additional rest periods.

## ARTICLE 18 DISCIPLINE

### 18.1 LETTER OF REPRIMAND

- a. A letter of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Library Director or designee. The Library Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Library Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.
- b. Such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two (2) year period.

### 18.2 IN-LIEU DISCIPLINE

By mutual agreement between the supervisor, manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated PTO or CTO equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the Authority shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure.

### 18.3 DISCIPLINARY ACTIONS AND APPEAL HEARING PROCEDURE

- a. Regular employees may be disciplined for just cause only. Discipline shall include a suspension, demotion, in-grade salary reduction, and discharge. If the Authority, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, the affected employee shall have the right to a pre-disciplinary review process (Skelly). The employee shall be given reasonable time from the notice of intent to take action in which to respond to the proposed disciplinary action. The material upon which the action is based shall be provided to the employee. The reviewing officer shall make a recommendation to the Library Director or designee within five (5) working days of the meeting. The Library Director or designee shall consider the recommendations and if disciplinary action proceeds, the employee may appeal the action by filing a grievance at Step 2 of the grievance procedure citing alleged violation of this Section. If the Library Director or designee's decision is not

satisfactory, the employee may appeal the discipline to arbitration. The decision of the arbitrator shall be final and binding on the Authority, the Union and employee. If an individual employee covered by this Agreement files an appeal of discipline, and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal process pursuant to this Agreement, including but not limited to the cost of the arbitrator.

- b. Temporary employees serve at the pleasure of the supervisor, manager or designee and may be released from their positions at any time. Such releases shall not be considered disciplinary action and such released employees shall have no right of appeal.

## ARTICLE 19 CLASSIFICATION AND PAY

### 19.1 NEW OR REVISED CLASSIFICATIONS

It is recognized that the establishment of new or revised classifications covered by this Agreement may be warranted because of changes in job content or services. Under such circumstances, the Authority shall prepare and submit to the Union such proposed descriptions and proposed pay ranges for such classifications prior to submission to the Authority Board.

## ARTICLE 20 MISCELLANEOUS

### 20.1 PROBATIONARY PERIOD

- a. The probationary period is an extension of the testing and hiring process. A regular employee shall serve a probationary period of either six (6) or twelve (12) months in the classification, equivalent to 1,040 or 2,080 hours, respectively, as specified in the classification specification. A probationary period shall be extended for all hours of light duty, time off due to work-related injury, paid or unpaid leave time if the employee is absent on a cumulative basis during the probationary period in excess of twenty (20) workdays.
- b. Probationary employees shall be entitled to all the rights and privileges of this Agreement unless otherwise provided herein, except that their release shall not be subject to the grievance and arbitration process. Upon the completion of the initial probationary period, the employee's seniority shall relate back to the date of hire.
- c. Employees may be released from probation at any time during the probationary period and there shall be no appeal available for such probationary release.
- d. An employee released during the probationary period following promotion shall be reinstated at his/her former salary step to the classification from which he/she was

promoted, provided he/she had completed the probationary period in that classification, and unless the reasons for his/her release would constitute just cause for dismissal from the Authority. Such dismissal shall be subject to the appeal provisions of this Agreement. If an employee had not completed the probationary period in the former classification from which promoted, and if the reason for the release did not constitute just cause, the employee shall be returned to the former classification and will be required to serve a new probationary period.

## 20.2 SELECTION FOR VACANCIES

- a. Whenever a vacancy occurs in a particular job assignment in a classification covered by this Agreement, and the Library Director or designee, in his/her discretion, elects to permanently fill said vacancy, a written announcement shall be posted; and employees holding regular status in the classification allocated to that position in which the vacancy arises, may request to be reassigned to fill said vacancy. The Library Director or designee shall give first consideration to those employees making such requests before considering any other persons for the vacancy.
- b. The Authority shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.
- c. A vacancy or vacancies resulting from an assignment made hereunder shall not be subject to this procedure.

## 20.3 BRANCH REASSIGNMENT NOTICE/SCHEDULE CHANGES

- a. Regular employees shall be given at least fourteen (14) calendar days' written notice prior to permanent reassignment from one branch location to another.
- b. When it becomes necessary to transfer employees, the Authority shall, prior to the transfer, take into consideration the hardship created for the employee, such as transportation or family care problems. It shall be within the discretion of the Library Director or designee to make transfers that in his/her judgment will best meet the organizational, operational and personnel needs of the Authority.
- c. If at any time the Authority's financial position is impacted such that a reduction in force may be necessary, the Authority may elect to transfer employees to other branches or operational units in order to safeguard jobs. At such time the Authority agrees to meet and confer with Local 39 representatives to address the process for such transfers.

## 20.4 PERFORMANCE EVALUATIONS

- a. The Authority shall have the right to evaluate the performance of employees. Evaluations will measure the standards of successful performance that must be met to

qualify for completion of probation, step increases, consideration for appointment to a higher classification, and to give notice of deficiencies in performance that may subject an employee to disciplinary action. Failure to complete a performance evaluation shall not be the sole basis for denial of a step increase.

- b. Any regular employee receiving a performance evaluation about which he/she disagrees may, within ten (10) working days from the date of receipt of the final evaluation, write a rebuttal statement for attachment to the evaluation and informally appeal to the supervisor of the reviewer, but in no case higher than the Library Director or designee. Regular employees may be evaluated more frequently than annually as determined by the supervisor, manager or designee. This subsection shall not be subject to the grievance and arbitration procedure.

## 20.5 PERSONNEL FILES

- a. With prior management approval, employees may be granted reasonable time off with pay to review their own Authority personnel file.
- b. The Authority shall provide to the employee a copy of any and all material at the time of placement in the employee's personnel file.

## 20.6 TRAINING AND EDUCATION

Employees who participate in training required by the Authority shall either be assigned to such programs during their regular working hours or be compensated for time spent participating in such programs at the applicable overtime rate. Voluntary participation in training shall not be subject to such overtime compensation.

## 20.7 MERIT SYSTEM

- a. All Authority appointments and promotions shall be made on the basis of merit, as established by appropriate competitive examination, without regard to sex, race, religion, national origin, physical or mental disability, sexual orientation, age or political affiliation, and shall be made from lists of eligibles prepared and maintained by the Library Director or designee in accordance with applicable policies and procedures.
- b. The Authority shall promote from within whenever practicable in accordance with the merit principle.

## 20.8 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.

d. The provisions of this Section do not apply to grievance disputes that contend that the Authority has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this Section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this Section, except as provided in subsection (c), above.

## 20.9 TIME OFF FOR PROMOTIONAL EXAMINATION

Employees shall be released from duty without loss of compensation while competing in Authority promotional examinations that take place during scheduled work hours.

## 20.10 VOLUNTEERS

All temporary, regular full-time and regular part-time employees may not volunteer at other units/branch. For purposes of this section, volunteering means to work without compensation, performing duties similar to their regular classification, outside of the employee's regular work hours, either within the employee's own unit or a unit elsewhere in the system.

## 20.11 CONTRACTING OUT

- a. The Authority shall not contract out for goods and services performed by bargaining unit employees which will result in any regular employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.
- b. Any layoffs resulting from the Authority's action shall be made pursuant to the layoff provisions of this Agreement.

## 20.12 DRUG/ALCOHOL POLICY

The parties agree that employees represented by this Agreement shall be free from the influence of drugs and/or alcohol while at work. The Authority's Drug/Alcohol Policy will be adhered to by such employees.

## 20.13 NON-DISCRIMINATION

- a. The Authority and the Union agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, political affiliation, Union membership or activity, or disability.
- b. Nothing in this Section shall be construed to extend benefits to any person.

## 20.14 STRIKES AND LOCKOUTS

- a. For the duration of this Agreement the Union and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, and the Authority agrees that it shall not cause or engage in any lockout.
- b. Further, the Authority shall have the right to deny all usage of sick leave by any employee where the Library Director or designee, has reasonable cause to believe the sick leave usage is related to a sickout or any other form of concerted activity. However, at the discretion of the Library Director or designee, an employee may be granted the use of sick leave on a case-by-case basis.

## 20.15 WORK SHARING PROGRAM

The Authority may establish a work-sharing program in accordance with the provisions of this Article.

- a. The Authority will decide the classification and positions that are feasible for a work-sharing program.
- b. The program is voluntary.
- c. Employees in the same classification who voluntarily agree may share work hours of any position(s) in a bi-weekly pay period providing the total hours do not exceed the budgeted F.T.E. The program is limited to regular employees. The work-share participants may originate from the same or different work sites. Shared position(s) must be located at the work site for which the position(s) is budgeted. The Authority may hire a part-time employee to implement or continue the work sharing arrangement in those cases where only one regular employee voluntarily agrees.
- d. With the approval of the supervisor, the shared work schedule may include uneven division of hours and/or overlapping schedules.
- e. Participating employees will receive pro-rata benefits, including prorata Authority insurance contribution, retirement, and leave credits.
- f. A work sharing arrangement may be terminated by the Authority or by any of the participating employees upon submission of written notice to the other parties. Upon receipt of the written notice, the work sharing arrangement will be terminated on a date mutually acceptable to the Authority and employees or thirty (30) calendar days from the date of written notice, whichever occurs first.
- g. Classification seniority shall prevail, if necessary, upon return to a full-time position or in the event of layoff.

## 20.16 LABOR MANAGEMENT COMMITTEE

- a. To promote and enhance harmonious relationships, a committee, comprised of members from labor and management, shall meet regularly to discuss issues brought forth by staff members. This committee will not add to, delete from or amend any part of the labor contract currently in effect. Labor members shall be appointed by the Business Representative of Local 39, and management members shall be appointed by the Library Director or designee.
- b. Unrepresented employees shall have one seat on the committee, with that member being selected by a vote of all unrepresented employees.

## 20.17 SAVINGS CLAUSE

If any part of this Agreement is found to be illegal by a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, such illegality shall not in any way invalidate any other part of this Agreement.

20.18 PERS RETIREMENT PLAN AND CONTRIBUTION

a. The Authority’s contract with the Public Employees Retirement System (PERS) for miscellaneous employees provides for the following structure:

- Modified 2% at age 55
- One-year highest compensation
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit

b. Effective June 25, 2005, the Authority will pay 3% of the employee’s contribution to the PERS retirement plan.

c. Effective the date that employees transfer from City or County employment to the Authority, the Authority will pay a percentage of the eligible member's contribution to the PERS retirement plan as indicated below:

<u>Eligible Member Transferred from Former Plan</u>	<u>Percent Contribution by Authority</u>
Sacramento City Employees Retirement System	3%
Sacramento County Employees Retirement System Tier I	2%

d. For former County employees who have been in continuous County service since March 7, 1973, and upon reaching thirty (30) years of continuous combined County and Authority service, the Authority will pay the full employee's contribution to the Authority PERS retirement plan.

e. Employees who are members of the Sacramento City Employees' Retirement System and have a deficit account may remain City employees for retirement purposes only.

## 20.19 RETIREMENT HEALTH SAVINGS PLAN AND CONTRIBUTION

The Authority shall provide to all full-time and part-time regular employees covered by the Agreement a Retirement Health Savings (RHS) Plan as selected by the Authority. The RHS Plan is a medical expense reimbursement program that accumulates assets to pay for medical expenses in retirement on a tax-free basis. Effective March 13, 2010 the Authority shall contribute \$20 per first two (2) pay periods each month to eligible full-time and part-time employees' RHS account.

## 20.20 TERM

- a. This Agreement shall remain in full force and effect from March 13, 2010, to and including December 31, 2011.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

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DATED: March 11, 2010

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, STATIONARY ENGINEERS  
LOCAL 39, AFL-CIO

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STEVE CROUCH  
BUSINESS REPRESENTATIVE,  
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