



February 28, 2013

Sacramento Public Library Authority

Agenda Item 15.0: Public Hearing Regarding Unilateral Implementation of Changes to Contract with International Union of Operating Engineers, Stationary Engineers Local 39, Supervisory Unit

TO: Sacramento Public Library Authority Board Members

FROM: Rivkah K. Sass, Library Director
Denise M. Davis, Deputy Library Director

RE: Public Hearing Regarding Unilateral Implementation of Changes to Contract with International Union of Operating Engineers, Stationary Engineers Local 39, Supervisory Unit

RECOMMENDED ACTION(S):

Conduct a public hearing regarding recommended unilateral implementation of the Library Authority’s last, best and final offer to the International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, Supervisory Unit, following completion of negotiations.

Adopt Resolution 13-06, A Resolution to Unilaterally Implement Changes to the Supervisory Unit Contract with Local 39, International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO.

REASON FOR RECOMMENDATION

Government Code section 3505.7 authorizes the Authority to implement terms of its last, best and final offer after completion of negotiations and any applicable impasse procedures. Section 3507.7 provides:

After any applicable mediation and fact-finding procedures have been exhausted, but no earlier than 10 days after the fact-finders' written findings of fact and recommended terms of settlement have been submitted to the parties pursuant to Section 3505.5, a public agency that is not required to proceed to interest arbitration may, after holding a public hearing regarding the impasse, implement its last, best, and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency's last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law.

Library management and the negotiating team representing the Local 39 Supervisory Unit held fourteen (14) meetings from May 2012 through October 3, 2012 when the library management team declared impasse. Under the Board-approved Library Authority Employee-Employer Relations Policy mediation is not required, but may be utilized upon mutual consent of the parties. Under Government Code section 3505.4 and PERB Regulation section 32802, fact-finding is required if the affected employee organization requests fact finding within 30 days after declaration of impasse or any mediation that occurred by agreement or local rule. The Union requested fact finding and a hearing was held on November 26, 2012, conducted by Catherine Harris, Arbitrator. Jeff Sloan, the

Library's Chief Negotiator, and Steve Crouch, representing Local 39, served on the panel. The Factfinding report was issued on December 28, 2012 and posted on the Library's website the same day. Thereafter, the parties exchanged proposals but were unable to attain resolution. Therefore, the preconditions for unilateral implementation exist.

In an attempt to reduce the number of staff who might be affected by layoffs, library management is requesting that the Authority Board approve a unilateral implementation of terms and conditions of employment consistent with the Library's last, best and final offer.

Savings will be achieved through furloughs, a salary reduction for the Library Supervisor IIIs and other reductions that are consistent with management, unrepresented and Library Unit staff. In light of the Library's financial situation and internal and external salary comparability data, salary reductions for Library Supervisor IIIs are necessary and appropriate.

Savings could occur in other ways, but would result in the loss of jobs for library staff and would result in a far more negative impact on the community than is warranted at this time.

Furlough savings are required to reduce operational costs, and to assist in prevention of layoffs. By June 30, 2013, Managers, unrepresented staff, and Library Unit staff will have taken a total of seventeen (17) furlough days for management and fifteen (15) furlough days for Library Unit staff.

The following table outlines the estimated savings beginning March 1, 2013. The figures presented are estimates based on prior Health and Welfare increases and savings based on current staff participation in the various benefits identified below.

Reductions	Operating Savings March 1 – December 31, 2013
<i>Health/Dental insurance</i>	\$950
<i>Cash Back (opt out health insurance)</i>	\$12,300
<i>PERS – phased implementation of employee pickup</i>	\$35,473
<i>Leave Incentive Credit</i>	\$13,492
<i>Salary Reduction for Library Supervisor III</i>	\$29,627
<i>PTO Cap, Accrual and Balance</i>	\$10,379
<i>18 Furlough Days 12 between March 1 – June 30, 2013 6 between July 1 – December 31, 2013</i>	\$102,383
<i>Total estimated savings</i>	\$204,604

Management recognizes that the proposed implementation does impact staff. Many of the proposed changes have already been implemented for management, unrepresented and Library Unit staff. The reality is that the current economic situation requires taking a long-term view that

will sustain library service, protect the public interest, and retain the current staffing component without the loss of jobs through layoffs.

ATTACHMENTS

Resolution 13-06, A Resolution to Unilaterally Implement Changes to the Supervisory Unit Contract with Local 39, International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO
Exhibit A: Authority's Unilateral Adoption of Terms and Conditions of Employment after Completion of Negotiations



Sacramento Public Library Authority

RESOLUTION NO. 13-06

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

February 28, 2013

A RESOLUTION IMPLEMENTING SACRAMENTO PUBLIC LIBRARY AUTHORITY'S LAST, BEST AND FINAL OFFER TO THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO COVERING ALL EMPLOYEES IN THE LOCAL 39, SUPERVISORY UNIT

WHEREAS, the current Memorandum of Understanding ("MOU") between the Sacramento Public Library Authority (Authority) and International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO ("Union") covering the employees in the Local 39 Supervisory Unit expired on June 30, 2012; and

WHEREAS, AUTHORITY and UNION representatives have been negotiating for approximately five months on proposed changes to the MOU in accordance with the provisions of the Myers-Milias Brown Act ("MMBA"); and

WHEREAS, negotiations reached impasse on October 3, 2012, and AUTHORITY so notified the UNION; and

WHEREAS, Government Code Section 3505.7 allows a local agency to unilaterally implement its Last, Best and Final Offer after completing good faith negotiations, exhausting any required impasse procedures, and holding a public hearing regarding the impasse; and

WHEREAS, any required impasse procedures have been exhausted, in that the parties have conducted fact-finding pursuant to Government Code Section 3505.4 et seq. and PERB Regulation 32802, with the fact-finding report issued on December 28, 2012 and made available on the Library's website the same day, and the parties were unable to attain resolution thereafter; and

WHEREAS, the AUTHORITY Board on this date held a public meeting in which it considered all written and oral presentations; and

WHEREAS, the AUTHORITY Board has concluded that it is appropriate to implement the AUTHORITY's last, best and final offer in order to meet the AUTHORITY's immediate and long-term financial needs,

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



Sacramento Public Library Authority

1. AUTHORITY’S Last, Best and Final Offer (“LBFO”), as described in the attached Exhibit A, which includes all proposed changes to hours, wages, and other terms and conditions of employment for employees covered by the Local 39 Supervisory Unit, is implemented and adopted, as of February 28, 2012.
2. This resolution does not constitute implementation of a memorandum of understanding.
3. This resolution shall not deprive the Union of its right each year to meet and confer on matters within the scope of representation, as provided in Government Code 3505.7.
4. The Library Director is authorized and directed to take any administrative actions necessary to implement the provisions of this Resolution.

Phil Serna, Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Acting Assistant Secretary

ATTACHMENTS:

Exhibit A: Sacramento Public Library Authority and International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, Supervisory Unit; Authority’s Unilateral Adoption of Terms and Conditions of Employment after Completion of Negotiations

Sacramento Public Library Authority
Last, Best, and Final Offer in Negotiations Between
The Authority & Stationary Engineers Local 39 (Supervisory Unit)
Proposed to Be Implemented by the Library Authority Board on February 28, 2013

NOTES:

1. This document reflects the last, best, and final offer (LBFO) of the Sacramento Public Library Authority. It follows completion of all impasse procedures between the parties. This LBFO contains all text of the proposed Memorandum of Understanding (MOU) – text to which the parties have tentatively agreed and text reflecting language on issues still in dispute.
2. Articles to which the parties have tentatively agreed are so designated. Language changes on Articles still in dispute appear in **bold underscored text** for additions to and in ~~strikeout text~~ for deletions from existing MOU provisions. Language in non-bolded/underscored text is unchanged from the parties' prior MOU.
3. Article 20, Term, reflects SPLA's final proposal with respect to the duration of the proposed MOU. The Board action for unilateral implementation does not include implementation either of an MOU or of any particular term/duration. (See Government Code section 3507.5.) Therefore, the inclusion of term/duration in Article 20 is for informational purposes only.

PREAMBLE

Tentative Agreement signed 7/18/12

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

Tentative Agreement signed 8/28/12

1.1 RECOGNITION

- a. The Authority hereby recognizes the Union as the exclusive bargaining agent for all regular employees in the Library Supervisory 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.

The term "regular employee" is an employee who has been appointed to a position in a classification that requires the successful completion of a probationary period.

- b. 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

Tentative Agreement signed 7/18/12

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.
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- 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

Tentative Agreement signed 8/28/12

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 Director of Human Resources or designee 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 a check funds for all of the deductions.

4.2 AGENCY SHOP

a. General

- (1) As a condition of continued employment, all employees who are paid one 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 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.

c. Religious Objection

- (1) Any employee otherwise required to pay a service fee under this Section who is a member of a bona fide religion, body or sect that 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 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:
- (3) "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, to handle grievances pertaining to this Agreement. 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 for Library Supervisor III's and one Steward for the remainder of the bargaining unit.
- c. Stewards shall not conduct Union or representational activities on Authority time unless prior approval is expressly granted by the Library Director or designee. Approval will not be unreasonably denied.

4.5 USE OF AUTHORITY FACILITIES

- a. 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 appropriate Authority official 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 or 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
GRIEVANCE AND ARBITRATION PROCEDURE

Tentative Agreement signed 7/18/12

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 "Functional Manager" means the individual to whom a supervisor has a direct reporting relationship.
- c. As used in this procedure, the term "party" means an employee, the Union, the Authority, or their authorized representatives.
- d. 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 Functional Manager 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 precedents in any future Agreement interpretation.

5.5 FORMAL GRIEVANCE STEP 1

If the grievance is not resolved at the informal level, the grievant may present the grievance to the Director of Human Resources or designee in writing within ten (10) standard working days after the Functional Manager's answer. 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 or Union representative. 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.

5.6 FORMAL GRIEVANCE STEP 2

If the grievance is not satisfactorily resolved at Formal 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 Step 2 of the Grievance 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.
- 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.

- c. 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. 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. 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 formal 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 **2013** SALARY ADJUSTMENTS

- a. There will be no cost of living adjustments for the life of this contract.**
- b. Effective April 1, 2013, the salaries of Library Supervisors III shall be reduced by three percent (3%).**
- c. The IT Supervisor classification shall be redesignated Grade 11.**

~~a. Supervisory Classifications in Grades 1 - 9~~

- ~~(1) Effective the first pay period in July, 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%).~~
- ~~(2) Within 30 days of ratification of the current Agreement, employees in these classifications will receive a lump-sum payment of \$600 each. This provision shall not apply to employees who have not been actively working as of the effective date of this Agreement, or who are hired after the effective date of this Agreement.~~

~~b. Supervisory Classifications in Grade 10~~

~~Effective the first pay period in July, 2007, the salary range for classifications in Grade 10 shall be adjusted by two percent (2%). Additionally, said classifications will receive a lump-sum payment of an amount equal to two percent (2%), within 30 days of ratification of the current Agreement.~~

6.2 2008-2009 SALARY ADJUSTMENTS

a. Supervisory Classifications in Grades 1 - 9

- ~~(1) Effective the first pay period in July, 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%).~~

~~(2) Effective the first pay period of July 2008, employees in these classifications will receive a lump-sum payment of \$600 each. This provision shall not apply to employees who have not been actively working as of the effective date of this Agreement, or who are hired after the effective date of this Agreement.~~

~~b. Supervisory Classifications in Grade 10~~

~~Effective the first pay period in July, 2008, the salary range for classifications in Grade 10 shall be adjusted by two percent (2%). Additionally, said classifications will receive a lump-sum payment of an amount equal to two percent (2%).~~

~~6.3 2009-2010 SALARY ADJUSTMENTS~~

~~Effective the first pay period in July, 2009, 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 2009, 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%).~~

~~6.4 2010-2011 SALARY ADJUSTMENTS~~

~~Effective the first pay period in July, 2010, 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 2010, 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%).~~

~~6.5 2011-2012 SALARY ADJUSTMENTS~~

~~Effective the first pay period in July, 2011, 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 2011, 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
SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment in a supervisory position in the Authority 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.

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~~ **advancement** may be denied only for just cause. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced at fifty-two week (52) intervals (2,080 hours) to succeeding steps of the assigned salary range. An employee who has completed the required probationary period in his/her classification, who is at a salary step lower than the highest step, and demonstrates exceptional performance or as needed for retention, may be advanced to any higher step in the salary range for that classification at any time. Employees who have passed their probationary period may be advanced to a higher step in the salary range when their performance warrants it, or as needed for retention, if approved by the Library Director or designee.
- (2) Time spent on leave of absence without pay of ten (10) or fewer consecutive working days shall not affect the step ~~increase~~ **advancement** eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step ~~increases~~ **advancement**.

b. Denial of Step ~~Increase~~ **Advancement** and Reduction in Grade

Employees who do not maintain a satisfactory level of performance shall ~~may~~ **may** be denied advancement, and may be reduced within grade upon approval of the Library Director. ~~Any such denial or reduction shall be appealable through the Discipline provision.~~ **Employees who are reduced in-grade shall have the right to appeal pursuant to the Discipline provision. (This subsection shall not apply to temporary employees.) In the event that an employee is on a PIP or under investigation for potential misconduct that, if proven, could**

prevent step advancement, such step advancement may be suspended pending the outcome. If after PIP evaluation or investigation, the employee receives a satisfactory appraisal, step advancement shall be conferred retroactively. Denial of step advancement shall not be appealable.

c. Effective Date of Step Increases-**Advancement**

Increases to **Step advancement for** 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 **Advancement** 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 **Advancement** Upon Extension of Probationary Period

(1) **If the probationary period** When the probationary period, if applicable, is extended, due to light duty, leave, or on-the-job injury, the salary step increase **advancement** 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) When the probationary period is extended and the employee 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.~~

~~(3) 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.~~

~~(4) Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals (2,080 hours) from the anniversary date of the first increase.~~

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

b. Movement to Another Classification With the Same Salary Range

When an employee moves 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

When the salary range for a classification is changed, employees in such classification shall change to the new range but shall remain at the same step. This provision may be modified by mutual agreement of the parties.

7.5 RATE OF COMPENSATION UPON RETURN TO AUTHORITY SERVICE

- a. An employee recalled after layoff or reinstated after a leave of absence of up to one year shall return to the same salary step paid at the time of departure.
- b. If the employee is re-employed within one year of ~~after~~ resignation to a classification that is the same or lower than that in which last employed, the employee may receive any salary 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 salary step of the salary range, the anniversary date for subsequent in-grade adjustments shall be 2,080 hours ~~the~~ 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.

**ARTICLE 8
HEALTH AND WELFARE**

Preface: The following are non-vested benefits which may be modified through the negotiation process.

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 regular employees in the Supervisory Unit.
- b. The health and welfare contribution may be utilized to purchase benefits in the cafeteria plan, including Authority-sponsored health insurance; Authority-sponsored dental insurance; Authority sponsored life insurance; and ~~Authority-sponsored long and short-term disability insurance;~~

c. Vision insurance shall be offered to employees at their expense.

- ~~ed.~~ Employees covered by the Agreement who incur out-of-pocket cost for benefits selected within the cafeteria shall have premium conversion applied to allow pre-tax payment.
- ~~de.~~ 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.
- ef. Subject to the limits set forth in Section 8.3, 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.
- fg. Contributions to deferred compensation are employee contributions. All contributions to deferred compensation are not subject to income taxation.
- ~~g. Employee retirement contributions in excess of the health and welfare contribution shall not be subject to income taxation.~~
- h. 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 EMPLOYEE CONTRIBUTIONS **TO EMPLOYEES**

- a. **For the life of this Agreement, the Employer shall contribute the following amount toward a health/dental plan or the lowest cost health/dental plan, whichever is less.**

\$720 (employee only)
\$850 (employee +1 dependent)
\$1,100 (employee +2 dependents)

If a high deductible option becomes available in an amount lower than the lowest-cost health rate and is selected by an employee, the employer contribution is limited to the actual high deductible premium, plus dental

If plans or co-pays change, the parties shall meet and confer.

~~For employees who choose the employee only plan, the Authority contributions shall be as follows:~~

- ~~(1) Employees hired prior to January 1, 2008 enrolled in an Authority-sponsored health plan for employee only, the Authority contribution shall be \$684 per month or the lowest cost health and dental rate, whichever is greater.~~
- ~~(2) Employees hired on or after January 1, 2008, enrolled in an Authority-sponsored health plan for employee only, the Authority contribution shall be the lowest cost health and dental rate.~~

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

- ~~(1) Effective January 1, 2008, the Authority contribution shall be \$684 per month.~~
- ~~(2) 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.~~

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

- ~~(1) Effective January 1, 2008, the Authority contribution shall be \$845 per month.~~
- ~~(2) 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.~~

~~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.~~

- b. All staff must be in paid status a minimum of eighty (80) hours per pay period in order to receive the full Authority contribution referenced above. The employer contribution for employees in paid status from 40 to 79 hours will be pro-rated to the number of hours in paid status. If the employee is not in paid status for at least 40 hours per pay period, he/she shall not be eligible for any employer contribution. In that event, 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.

The term "paid status" means being paid for time while:

- At work
- On PTO or other paid time off hours, including but not limited to holidays and holiday credit pursuant to 12.2
- On State Disability Leave or State Paid Family Leave ("PFL") and integrating with their available leave balances
- On Worker's Compensation leave and integrating with their available leave balance
- On Jury Duty
- On Bereavement Leave

It does not mean:

- On an unpaid leave of absence
- On suspension without pay
- On "in lieu" discipline per §18.2

- c. Premium Payment With Separation Date During First Pay Period Of The Month

In the event an employee separates from Library Authority employment during the first pay period of the month, the health premium that would have been deducted from the second pay check of the month shall instead be deducted from any remaining leave balance payment due to the employee upon separation. In the event the remaining leave balance is insufficient to cover the entire amount of the remaining premium due,

it is the responsibility of the individual employee to pay for the remaining amount. This payment may be accomplished through deduction from final pay, or by personal check made payable to the Sacramento Public Library Authority.

- d. Former County Library employees who transferred to the Authority upon formation of the joint power authority shall continue to receive 100% employer coverage.

~~ge.~~ For purposes of this section, employees who are receiving benefits under State Disability Insurance, ~~or Workers Compensation,~~ or PFL 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.~~ during the pay period that includes Authority payment for integrated leave balances. If all leave balances are exhausted, Authority contributions cease.

~~h.~~ ~~One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively. Eligible employees shall receive an Authority contribution for each such pay period if the employee is paid for one or more hours of salary. Employees who are paid less than one hour salary per payday may continue elected coverage limited to the Authority's medical, dental and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued. All terms and conditions of medical, dental, disability, and basic life insurance sponsored by the Authority will be as outlined in certificates of coverage and related insurance contracts.~~

8.3 CASH-BACK LIMITS

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

- a. Effective the date this Agreement is adopted by the Board ~~January 1, 2008,~~ for employees who waive Authority-sponsored health insurance, the cash-back limit shall be ~~\$200~~ \$620 per month. Cash-back for employees hired after July 1, 2012 who waive Authority sponsored health insurance shall be \$0 (zero). Cash-back shall be eliminated for all unit members effective six months from the date this Agreement is adopted by the Board.
- b. ~~Effective January 1, 2009 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$557 per month.~~

- ~~c. Effective January 1, 2010 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$500 per month. Effective January 1, 2011 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$450 per month.~~
- ~~d. Effective January 1, 2011 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$450 per month.~~
- ~~e. Effective January 1, 2012 for employees who waive Authority-sponsored health insurance, the cash-back limit shall be \$405 per month.~~
- ~~f. Effective July 1, 2007 for employees hired after January 1, 2008 who waive Authority-sponsored health insurance, the cash-back limit shall be \$200 per month.~~

8.4 BASIC LIFE INSURANCE

Authority-paid basic life insurance shall be \$20,000 per employee.

8.5 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,
 - (3) 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.

8.6 DEFERRED COMPENSATION PLAN

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

8.7 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 is ~~where~~ 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 is ~~equivalent to~~ 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 ~~using all available paid~~ leave benefits ~~providing for sick leave~~ hours, compensatory time off (CTO), holiday earned credit, paid time off (PTO) ~~and compensating time off (CTO),~~), and catastrophic leave (CAT), in that order.
- d. Integration of SDI or PFL with accrued leave balances will ~~require~~ detailed 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 ~~consistent with this Agreement provision.~~
- e. ~~Integration of SDI~~ or PFL with accrued leave balances shall take place subject to only if the employee requests integration, in writing, to Human Resources, using the Authority-provided form, following conditions:
- (1) ~~Integration with Authority leave benefits will begin when either of the following actions occurs:~~
- i. ~~The employee contacts the Authority Human Resources Department to establish a date for integration to begin. In the event that an employee is unable to so notify the Authority, contact from the employee's spouse, parent, or another close family member will be sufficient.~~
- ~~Upon contacting the Authority Human Resources Department, the employee must immediately file for SDI with the State of California. If the Authority does not receive the appropriate notification from the State of California prior to the end of the integration, the Authority will reverse the integration process and will treat the period of time as though no integration occurred.~~
- ii. ~~Receipt of the notice of eligibility from the State of California. If the employee chooses not to contact the Director of Human Resources or designee 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.

~~(2)~~ — When the employee's eligibility is established, the Authority **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.

(1) ~~(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.

(2) ~~(4)~~ — PTO shall not, **CAT leave and Holiday pay or credit will** accrue on a pro rata basis during the period of integrated SDI in which the employee receives SDI payments unless there are hours of work. The employee shall receive a prorated accrual or PFL, based on the number of hours actually worked. **the employee integrates from his or her paid leave balances.**

(3) i. — Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI program. ~~Leave donation hours cannot be integrated with SDI payments~~ or PFL program.

(4) ~~(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.

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

(6) ~~(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.

(7) f. — **Eligible part-time employees shall be included in this program on a pro-rata basis.**

e. 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.
- 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 workweek schedule equal to eighty (80) hours per pay period. 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.
- 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 unpaid 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.

9.4 FURLOUGH

- a. **Unit members shall take twelve (12) furlough days (96 hours) by June 30, 2013. Unit members shall take one (1) furlough day (8 hours) each month thereafter.**
- b. **Furlough time may be taken in increments of eight hours. Employees working under alternative work schedules shall be moved to a 5-8 schedule during weeks of furlough.**
- c. **If for operational reasons an employee needs to be called in to work during a scheduled furlough day, he/she will be paid hour for hour and shall receive time and one-half if the work on furlough days causes him/her to have worked over eight (8) hours that day (10 hours for a 4-10 schedule) or 40 hours that week.**
- d. **Authority may designate furlough days either on an individual basis, per arrangement with supervisor and employee; on a "rolling" basis; through systemwide closure; or through a combination of these elements. A "rolling" basis means non-simultaneous closure(s) of one or more branches and Central, with all such branches including Central covered by the same number of furlough days. Systemwide closure means closure of all branches and Central simultaneously.**
- e. **Each incidence of a furlough day will be treated as a day of unpaid leave and employees' paychecks for the pay period in question will be commensurately reduced. All furlough time must be used during the calendar year.**
- f. **Any unused furlough leave not taken by December 31, 2013 shall be forfeited.**
- g. **The provisions in the MOU relating to layoffs do not apply.**

ARTICLE 10
OVERTIME COMPENSATION

Tentative Agreement signed 7/31/12

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 supervisor, manager 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 and must be used within the fiscal year accrued. CTO time shall be used before PTO or other leave types for absences from work. If CTO time is not used within the fiscal year in which it was accrued, it shall be cashed out.
- f. An employee's workweek, work schedule and/or days off shall not be changed to avoid the payment of overtime.
- g. Overtime compensation and CTO are excluded from retirement calculations.

ARTICLE 11
NIGHT-SHIFT DIFFERENTIAL

Tentative Agreement signed 8/28/12

11.1 NIGHT-SHIFT DIFFERENTIAL

- a. 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.~~ **PTO will cease to accrue once the unused balance totals the accrual maximum specified in 12.1(b). Employees with PTO balances in excess of the accrual maximum specified in 12.1(b) shall have the option of using the PTO excess balance within 12 months of ratification of this agreement; or, within 30 days of ratification of this agreement cashing out the PTO excess balance.**
- b. Effective ~~January 1, 2005,~~ **January 1, 2013,** eligible employees shall accrue and accumulate PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual Rate Hours & Minutes</u>	<u>Accrual Maximum</u>
During first 5 years	7 hours 40 minutes	640 hours <u>400</u>
6 through 10 years	9 hours 20 minutes	640 hours <u>420</u>
11 through 15 years	10 hours 20 minutes	640 hours <u>440</u>
16 through 20 years	11 hours 00 minutes	640 hours <u>460</u>
21 through 25 years	11 hours 20 minutes	640 hours <u>480</u>
26 years and more	11 hours 40 minutes	640 hours <u>520</u>

c. Employees in paid status less than 40 hours per week shall accrue PTO on a pro-rata basis.

~~ed.~~ 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.

~~de.~~ 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.

12.2 PRIOR SICK LEAVE ACCRUALS

Regular 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.

12.3 HOLIDAYS

- a. ~~Effective July 1, 2007~~ The following shall be the recognized paid holidays under this Agreement:

<u>Holiday</u>	<u>Date</u>
New Years 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, employees shall ~~work~~ **be in paid status** the last scheduled workday before and the first scheduled workday after the recognized holiday. **The Library shall not schedule unpaid suspensions for the purpose of disqualifying employees for eligibility for holiday pay.** ~~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) Employees who are in paid status of less than 40 hours per week shall earn holiday credit on a pro-rata basis.

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.

12.4 ~~LEAVES OF ABSENCE—MEDICAL~~ **FAMILY AND MEDICAL LEAVES**

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.

12.5 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 **approved** 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 (PTO)~~ 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.

12.6 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 of this Agreement.

12.7 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)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~~ **all available leave balances** for purposes of this integration; or
 - b.** ~~(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.
 - (3) After a period of 12 months from the date of injury, no health and welfare benefits will be paid or leave accrued. Employee may elect to pay out-of- pocket for any insurance premiums. This 12-month period may be extended with prior written approval by the Library Director.
- 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 for 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.

The Authority may make alternative assignments, retrain employees, or as provided under the Government Code.

12.8 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 notify their supervisor, manager or designee immediately upon receiving the subpoena or jury summons. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.

- c. 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. 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.
- h. 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.
- i. Employees required to work more than the eight hours (court time and work time inclusive) will be paid overtime.
- j. If an employee serves on a Jury for 15 days or less, the employee may retain all witness fees, jury remuneration received and transportation allowance. If an employee serves on a Jury for greater than 15 days, the employee is required to return to the Authority all witness fees and jury remuneration received, less transportation allowance.

12.9 PARENTAL LEAVE

- a. The following Parental Leave Policy shall apply to ~~both male and female~~ all 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 **six (6)** months of birth or adoption. Part-time regular employees shall be eligible for parental leave ~~of 2 weeks~~ consisting of up to eighty (80) hours of paid time off within **six (6)** months of birth or adoption. Unused parental leave shall have no cash value.

(2) To be eligible for the paid leave an employee must have completed at least ~~2,080 hours~~ **two years** of service from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and of whom the employee has legal custody, or (b) the adoption of a child under age ~~twelve (12)~~ **six (6)** who resides with the employee and of whom the employee has physical and legal custody, including the pre-adoption **period**. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(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,~~ **PTO** if applicable, other useable leave credits, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during such leave.

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

12.10 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. 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.
- d. Bereavement leave is not accrued or carried over from year to year.

12.11 CATASTROPHIC LEAVE PLAN

- a. ~~Effective January 1, 2005 a~~ 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 shall 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~~ **available** 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 of the employee, or of the employee's registered domestic partner.
- (3) Spouse: A husband or wife as defined or recognized under State law for purposes of marriage.
- (4) Domestic Partner: A domestic partner registered with the State of California.

e. Intermittent Leave

When using catastrophic leave, the employee may work occasionally, and take leave in increments no less than 4 hours per day.

f. Re-certification/re-application:

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

g. Coordination with Family Leave:

If the employee has not previously exhausted leave under FMLA and CFRA, Catastrophic leave will run concurrently with these leaves.

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

12.12 LEAVE DONATION PLAN

- a. A regular employee 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. An employee may not donate hours to a management employee and 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~~ **more than** 30 calendar days, or to provide necessary care for a family member as defined in 12.11(d) who is incapacitated for ~~at least~~ **more than 30 calendar** 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.

12.13 LEAVE INCENTIVE CREDIT

Effective July 1, 2012, the Authority shall no longer offer 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 ten (10) 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 ten (10) 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. ~~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. ~~This program does not restrict an employee's ability to use sick leave or Paid Time Off as authorized.~~

ARTICLE 13
SPECIAL ALLOWANCES

Tentative Agreement signed 8/29/12

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" 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.
- c. The Authority agrees that temporary work in a higher classification shall not exceed 90 (ninety) days in length.

13.2 PROFESSIONAL DEVELOPMENT

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

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 \$158 per week, or the daily proration, 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. Any employee who is on standby on New Years Day, Christmas Day, Thanksgiving,

or the 4th 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 staff training programs. When assigned in writing to conduct formal staff training of a minimum of four (4) hours of presentation time, the employee shall receive an additional 5% of their regular compensation 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.

ARTICLE 14
REIMBURSEMENTS AND EXPENSES

14.1 MONTHLY TRANSPORTATION REIMBURSEMENT_

- ~~a. Employees will receive 100% Authority-paid SRTD monthly pass, non-zone sticker; or an equivalent SRTD pass reimbursement for other bus transportation regulated by the Public Utilities Commission; or Authority-provided parking with availability of Authority vehicle for use on Authority business.~~
- ~~b. The Authority shall promulgate a policy and procedure to implement and administer the transit pass discount benefit.~~

a. Sacramento Regional Transit District (SRTD)

Effective July 1, 2012, employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for a fifty percent (50%) paid SRTD monthly pass not to exceed \$80.

b. Other Bus Transportation

Effective July 1, 2012, 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 fifty percent (50%) of the cost of the monthly SRTD, not to exceed \$80.

c. Downtown Parking and Transit

Effective July 1, 2012, employees who work at the Central Library, whose workday ends at or before 6:00 p.m. and drive to work, shall receive monetary reimbursement of parking costs up to \$100.

Effective July 1, 2012, 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 an adjacent structure, on workdays ending after 6:00 p.m.

Effective July 1, 2012, employees who work at the Central Library and utilize the Sacramento Regional Transit District (SRTD) or other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible to receive a monthly reimbursement of up to \$100.

- 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.

14.2 REIMBURSEMENT FOR USE OF PRIVATELY OWNED VEHICLES

- 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. ~~Mileage claims may be submitted monthly and shall be submitted within ten (10) days of the end of each calendar quarter. Claims filed beyond the ten (10) day limit may be denied.~~
- b. Any privately owned vehicles operated on Authority business by any employees shall be insured, **at the employees expense**, against liability to persons and property, including wrongful death, in an amount no less than the minimum State of California required automobile coverage for bodily injury and property damage.

~~14.3 PARKING SUBSIDY~~

~~Employees will be provided a subsidy of the difference between the current monthly employee rate in the US Bank Plaza garage and the current monthly employee rate in the City of Sacramento garage. The employee is not eligible for the subsidy if the employee is using the 100% reimbursement for public transportation, purchasing a monthly parking space for an automobile in the county garage, or not incurring parking expenses.~~

~~14.4 TRANSPORTATION ALLOWANCE~~

~~Full-time employees who work in the downtown area shall receive a \$45.00 per month transportation allowance.~~

14.35 PROFESSIONAL MEMBERSHIPS

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

ARTICLE 15
LAYOFF

Tentative Agreement signed 8/28/12

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 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 in the Library 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 in the Library 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:
 - i. 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, which he/she accumulated prior to resignation or retirement.
 - ii. Discharge.
 - iii. Layoff in excess of three (3) consecutive years out of the Authority service.
 - iv. 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 employees except employees in the substitute pool. The Authority may continue working temporary employees regardless of any employees who may be laid off in the regression ladder in which these job classifications fall. Upon written request from a laid off 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. Employees shall be laid off in the reverse order of seniority. An 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.
- f. 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.
- g. 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

Tentative Agreement signed 7/18/12

16.1 UNIFORMS

- a. The Authority agrees to provide uniforms for employees who are required to wear uniforms.
- b. All employees 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.

ARTICLE 17
SAFETY SHOES

Tentative Agreement signed 7/18/12

17.1 SAFETY SHOES

- a. Where the Authority requires that safety shoes be worn by employees as a condition of employment, the Authority shall provide an acceptable pair of safety shoes up to two (2) pairs per fiscal year. To be eligible for a replacement pair of safety shoes, the employee must obtain prior authorization from his/her supervisor. Safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.
- b. The Authority maintains the right to specify the type of required safety shoes.

ARTICLE 18
DISCIPLINE

18.1 LETTER OF REPRIMAND

- a. A **L**etters of reprimand **and denials of step advancements** 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 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 – **Employer Accepts Union 10/3/12 Counterproposal**

In its pre-hearing statement and again at the hearing on 11/16/12, the Employer accepted the Union's 10/3/12 counterproposal on this section. The agreed language reads in full:

By mutual agreement between the Library Director or designee and the employee, an employee suspended from duty without pay may forfeit accumulated PTO or CTO in lieu of the suspension. The Authority shall not deny use of accumulated PTO or CTO in an attempt to persuade the employee to waive his/her appeal rights. 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.

18.32 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. **The Library counseling and progressive discipline process is set forth in guidelines developed cooperatively by the Library-wide Labor/Management Committee. Those policies are subject to change from time to time through the LMC process. The Guidelines appear on the staff intranet.**
- b.** If the Authority, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, **it shall give the affected employee written notice of the disciplinary action, including the causes for disciplinary action, the acts or omissions that constitute the causes**

of the intended disciplinary action, the material upon which the action was based, and the effective date of the disciplinary action.

- c.** **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.
- d.** The Library Director or designee shall consider the recommendations and **issue a final determination. If discipline is imposed,** ~~if disciplinary action proceeds,~~ the employee may appeal the action by filing a **formal grievance pursuant to Section 5.7** ~~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.
- e.** 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.

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 pay ranges **and upon Union request will meet and confer over such proposals as are within the scope of representation** 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. **The probationary period shall be 12 months for all employees in this bargaining unit (full-time and part-time).** ~~A regular employee shall serve a probationary period of either six (6) or (12) months in the classification, equivalent to 1,040 or 2,080 hours, respectively, as specified in the classification specification.~~ **The Library in its sole discretion may extend the probationary period of employees.** 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/UNIT 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.

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.
- c. Non-probationary regular employees shall be evaluated annually, during the month of their anniversary dates.
- d. 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 manager 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 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 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 **notify the Union and meet and confer over** ~~negotiate~~ the impact of such provisions on employees' terms and conditions of employment.
- c. 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.
- d. The Authority shall promote from within whenever practicable in accordance with the merit principle.
- 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.

20.9 TIME OFF FOR PROMOTIONAL EXAMINATIONS S AND LATERAL TRANSFERS

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

20.10 VOLUNTEERS

Employees may not volunteer at other units/branches. For purposes of this section, volunteering means to work without compensation, 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.

Bb. Further, the Authority shall have the right to deny all usage of ~~sick-leave~~ paid leave by any employee where the Library Director or designee has reasonable cause to believe the ~~sick~~paid 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~~paid leave on a case-by-case basis.

20.15 LABOR MANAGEMENT COMMITTEE

- a. To promote and enhance harmonious relationships, a committee, comprised of members from labor organizations representing Authority employees 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.

- b. Supervisory Unit employees shall have two seats on the committee appointed by the Union; one representing the Librarian III classification, and another representing the remaining classifications. Management members shall be appointed by the Library Director or designee.
- c. If at any time there should arise issues that are deemed to be exclusive to Supervisory Unit employees, the Union or Management may request a meeting or meetings outside of the Labor Management Committee to discuss such issues. Nothing agreed to in these meeting shall add to, delete from or amend any part of the labor contract currently in effect.

20.16 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.

20.17 PERS RETIREMENT PLAN AND CONTRIBUTION

- a. **For employees hired on or before December 31, 2012, the Authority's** ~~agrees to enter into a contract with the Public Employees Retirement System (PERS) for miscellaneous employees to provide~~ **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. **For employees hired on or after January 1, 2013, and who meet the definition of "new member" under Government Code § 7522.04(f), the Authority's contract with the Public Employees Retirement System (PERS) for miscellaneous employees shall provide for the following structure:**
 - **2% at age 62**
 - **Employee contribution rate of 50% of the normal cost rate**
 - **Three-year average compensation**
 - **2% COLA**
 - **25% survivor continuation**
 - **50% industrial disability**
 - **Military service credit**
- c. **Employees hired before January 1, 2013 shall be responsible for paying the full amount of the employee retirement contribution. Employees hired on or after January 1, 2013, and who meet the**

definition of “new member” under Government Code § 7522.04(f), shall be responsible for paying 50% of the “total normal cost rate” as determined annually by PERS.

~~For employees who transferred from City or County employment to the Authority, as of June 22, 1996, the Authority will pay a percentage of the eligible member’s contribution to the PERS retirement plan as indicated below:~~

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

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

~~d. Effective January 1, 2005, the Authority will pay 3% of the employee’s contribution to the PERS retirement plan. This contribution will be paid directly to PERS and will not be included in the employee’s Section 125 plan.~~

~~20.18 FAVORED NATIONS~~

~~If the Sacramento Public Library Authority, during the term of this agreement, approves wage or benefit increases for employees in the Library Unit that are greater than those approved under this Agreement, such increases shall be granted to employees covered by this Agreement. The effective dates of such increases, if any, shall be the same effective dates as approved by the Sacramento Public Library Authority for the Library Unit.~~

20.19 RETIREE HEALTH CONTRIBUTION

Employees hired on or after July 1, 2012, are not eligible for any Authority paid retiree health contribution. In the event that the Library Board confers retiree health benefits to such employees in the future, such action shall be subject to change or elimination by the Board at any time, and shall not be considered to have created a vested right to any such benefit. This provision is without prejudice to the ability of the Library and Union to assert their respective positions regarding vesting of retiree benefits for present retirees or active employees hired before July 1, 2012 in the event of subsequent Board action and/or litigation. This provision shall not be subject to the grievance procedure.

Authorization of any such benefits shall be effective only if expressly

approved by resolution of the SPL board on a year by year basis.

No resolution or other writing, and no practice of any type, shall be construed, singly or in combination, (a) to constitute an implied in fact contract, or (b) to deprive the Board of its ability to decide on an annual basis whether or not the benefit shall be continued or conferred to employees.

20.20 TERM*

This Agreement shall remain in full force and effect from July 1, 2007 take effect on the date it is adopted by the Board and shall terminate at close of business on December 31, 2013. ~~to and including June 30, 2012.~~

The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

**[As indicated in the NOTE on the cover page of this document, the Board action for unilateral implementation does not constitute implementation of an MOU nor does it implement any term/duration. Inclusion of the term/duration herein is for informational purposes only.]*