

MEMORANDUM OF UNDERSTANDING

SACRAMENTO PUBLIC LIBRARY AUTHORITY &
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO



COVERING ALL EMPLOYEES IN THE LIBRARY UNIT

APRIL 1, 2015, TO JUNE 30, 2018

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PREAMBLE

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

ARTICLE 1
RECOGNITION

1.1 RECOGNITION

- a. The Authority hereby recognizes the Union as the exclusive bargaining agent for all employees in the Library Unit, as defined in the Authority's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to these employees as authorized by law. The current Unit composition is attached as Exhibit A.

- b. The following terms are defined by this Agreement:
 - (1) The term "regular employee" is an employee who has been appointed to a position in a classification, on either a part-time or full-time basis, which requires the successful completion of a probationary period.

 - (2) The term "temporary employee" is an employee who has been appointed, on either a part-time or full-time basis, for a limited duration. Such an employee does not serve a probationary period and may be released from Authority employment at any time without right of appeal under this Agreement.

- c. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the Authority's Employer-Employee Relations Policy.

1.2 EMPLOYEE RIGHTS

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

ARTICLE 2
SOLE AGREEMENT

2.1 SOLE AGREEMENT

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

ARTICLE 3
RIGHTS OF MANAGEMENT

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

ARTICLE 4
UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

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

4.2 AGENCY SHOP

a. General

- (1) As a condition of continued employment, all regular employees who are paid one or more hours salary during a bi-weekly pay period 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.

b. Service Fee

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

c. Religious Objection

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

(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 section 4.2. 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 section 4.2 is rendered unlawful by any published appellate court decision, section 4.2 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 section 4.2 constitutes cause for discipline, including but not limited to discharge. However, no employee shall be disciplined under this section unless:

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

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

h. Duty of Fair Representation

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

4.3 BULLETIN BOARDS

- a. Space shall be provided on Authority property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:
 - (1) Union recreational and social activities
 - (2) Union elections
 - (3) Union appointments and results of Union elections
 - (4) Union meetings
 - (5) Such other notices as may be mutually agreed upon by the Union and the Authority.
- b. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be up to three (3) feet by four (4) feet.

4.4 STEWARDS

- a. A current list of Stewards shall be made available upon request to the Library Director or designee, together with any changes thereto.

- b. The Union will not exceed a ratio of one Steward to every fifty (50) represented employees.
- c. Stewards shall not conduct Union or representational activities on Authority time unless prior approval is expressly granted by the Library Director or designee.

4.5 USE OF AUTHORITY FACILITIES

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

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

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

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURES

5.1 INTENT

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

5.2 DEFINITION

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

5.3 PROCEDURE

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

5.4 INFORMAL GRIEVANCE

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

5.5 FORMAL GRIEVANCE STEP 1

- a. If the grievance is not resolved at the informal level, the Union shall present the grievance to the Human Resources Manager or designee in writing within ten (10) standard working days after the supervisor's answer. The grievance shall be submitted on the grievance form provided by the Authority. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the Agreement asserted to have been violated and the remedy or correction requested of the Authority. The written grievance must be dated and signed by the grievant. The Human Resources Manager 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 Human Resources Manager 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 Grievance Step 1, the written grievance may be presented to the Library Director or designee within ten (10) standard working days after receipt of the Human Resources Managers' or designee's written answer. The Library Director or designee shall meet with the aggrieved employee and/or the Union Representative within ten (10) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The Library Director or designee shall render a written decision on the grievance to the Union within ten (10) standard working days after the meeting.

5.7 FORMAL GRIEVANCE – ARBITRATION

- a. Grievances not settled in Formal Grievance Step 2 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 list will be requested. The arbitrator shall have access to all written statements and documents relevant to the grievance.

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

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

5.8 GENERAL PROVISIONS

- a. No 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.
- b. 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.
- c. 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 SALARY ADJUSTMENTS

- a. Effective July 1, 2015, a base wage adjustment of four percent (4%) will be conferred.
- b. Effective July 1, 2016, a base wage adjustment of three percent (3%) will be conferred.
- c. Effective July 1, 2017, a base wage adjustment of four percent (4%) will be conferred.

ARTICLE 7
SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step "1". However, if the Library Director or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to regular positions and appointment to temporary positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

- (1) Upon successful completion of the probationary period, an employee shall be advanced to the next higher step of the salary range of the classification. Step advancement may be denied only for just cause. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at 2,080-hour intervals to succeeding steps of the assigned salary range.
- (2) An employee who has completed the required probationary period in his/her current classification, who is at a salary step lower than the highest step, and demonstrates exceptional performance, may be advanced to any higher step in the salary range for that classification at any time. Denial of step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Library Director or designee.
- (3) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step advancement eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

b. Denial of Step Advancement and Reduction in Grade

Employees who do not maintain a satisfactory level of performance may be denied step advancement, and may be reduced within grade upon approval of the supervisor, manager or designee. 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 Advancement

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.

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 Step Advancement Upon Extension of Probationary Period

If the probationary period is extended, step advancement will be delayed for the period of the extension.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 COMPENSATION UPON CHANGE OF GRADE

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

7.5 RATE OF COMPENSATION UPON RETURN TO AUTHORITY SERVICE

a. An employee recalled after layoff or reinstated after a leave of absence of up to one

(1) year shall return to the same step paid at the time of departure.

- b. If the employee is re-employed within one (1) year of resignation to a classification that is the same or lower than that in which last employed, the employee may receive any step at the discretion of the Library Director or designee, but not to exceed the step received immediately prior to leaving Authority service. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be the date of re-employment.

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

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

7.7 REINSTATEMENT FOLLOWING TERMINATION OR RESIGNATION FROM UNREPRESENTED POSITION

- a. Where an employee who is in an unrepresented non-management position is terminated or resigns from an unrepresented position and where the employee held regular status in a classification within the Library Unit without a break in service prior to the unrepresented appointment, the employee may at the discretion of the Library Director be reinstated in a position in the classification last held or in a comparable classification, at the salary step at which the employee was paid immediately prior to the unrepresented non-management appointment. If the former classification has been abolished or if no comparable classification then exists, the Library Director or designee shall determine the appropriate classification for reinstatement. In such a case, the employee's salary shall be Y-rated at the salary step at which the employee was paid immediately prior to the unrepresented non-management appointment. Reinstatement shall be conditional on all of the following being met:

- (1) The employee shall make written application to the Library Director for reinstatement within thirty (30) calendar days from the date of resignation from, or from the date of notice of termination from, the unrepresented position. The Library Director shall not accept applications filed after the expiration of that time period.
- (2) The facts and circumstances surrounding a termination from an unrepresented position are not such that just cause for dismissal exists. If the termination from the unrepresented position was due to incompetence or inefficiency in that position, the employee's right to reinstatement shall not be affected.

- b. Any employee terminated from an unrepresented position shall be given written notice, at the time of notice of termination, of this provision.
- c. If such reinstatement results in overstaffing of allocated positions, the layoff provisions of this Agreement shall apply.
- d. This provision shall apply to unrepresented management employees only when the termination is a result of a layoff.

ARTICLE 8
HEALTH AND WELFARE

Preface: The following are non-vested benefits, which may be modified through the negotiations 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 all full-time and part-time regular employees covered by the Agreement.
- b. The balance of the health and welfare contribution, if any, may be utilized to purchase benefits in the cafeteria plan, including the Authority-sponsored health/welfare benefits, life insurance and short-term disability insurance.
- c. Vision insurance shall be offered to employees at their expense.
- d. Employees covered by the Agreement who incur out-of-pocket cost for benefits selected within the cafeteria plan shall have premium conversion applied to allow pre-tax payment.
- e. Employees covered by the Agreement may elect pre-tax or post-tax payment of disability insurance only and, in the absence of such an election, the premiums shall be treated as post-tax payments.
- f. Any amount of the health and welfare contribution that is not spent in the cafeteria plan will be paid to the employee in cash and will be treated as taxable income. To be eligible for a cash payment, employees must be enrolled in an Authority-sponsored health insurance plan.
- g. Contributions to deferred compensation are employee contributions. All contributions to deferred compensation are not 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 CONTRIBUTION TO EMPLOYEES

<i>NOTE: The rates in Exhibit C are adjusted annually.</i>
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- a. Effective January 1, 2016, and for each remaining calendar year for the life of the MOU:

- (1) For employee only, the Authority contribution will be the lowest cost health and dental rate as shown in Exhibit C.
- (2) For employee + 1, the Authority contribution will be 75% of the lowest cost health and dental plan as shown in Exhibit C.
- (3) For employee + 2, the Authority contribution will be 75% of the lowest cost health and dental plan as shown in Exhibit C.

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

In order to receive the full Authority contribution toward Health and Welfare benefits referenced above, an employee must be in paid status a minimum of sixty (60) hours per pay period. The contribution toward Health and Welfare benefits for employees in paid status from 30 to 59 hours per pay period will be pro-rated to the number of hours in paid status. If the employee is not in paid status for at least thirty (30) hours per pay period, the employee shall not be eligible for any Authority contribution. In that event, the Authority shall deduct from the employee's paycheck the amount needed to pay for the insurance plans 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.

"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 Article 12 Leaves, section 12.2
- On State Disability Leave or State Paid Family Leave and integrating with available leave balances
- On Workers Compensation leave and integrating with available leave balance
- On jury duty
- On bereavement leave

"Paid Status" does not mean:

- On an unpaid leave of absence
- On suspension without pay
- On "in lieu" discipline per Article 18 18.2

g. 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 paycheck 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.

- h. Former County library employees who transferred to the Authority upon formation of the joint powers authority shall continue to receive one hundred percent 100% employer coverage, irrespective of full-time or part-time status.
- i. For purposes of this section, employees who are receiving benefits under State Disability Insurance, Workers Compensation, or Paid Family Leave will receive Authority contributions based on their normally scheduled hours during the pay period that includes Authority payment for integrated leave balances. If all leave balances are exhausted, Authority contributions cease.

8.3 FLEXIBLE SPENDING ACCOUNTS

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

8.4 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.
- b. The intent of this program is to enable eligible employees who file for their SDI or PFL benefits in accordance with applicable rules and procedures to integrate such SDI benefits with their own available leave balances. Integration occurs when the SDI or PFL benefit and the monetary value of the employee's leave balance combine to provide a bi-weekly adjusted net income that does not exceed one hundred percent (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 using all available paid

leave hours, compensatory time off (CTO), holiday-earned credit (HCE), paid time off (PTO), and catastrophic leave (CAT), in that order.

- d. Integration of SDI or PFL with accrued leave balances must follow the procedures established by the Authority, which the Authority shall, in its sole discretion, implement to insure the equitable application of the program.
- e. Integration of SDI or PFL with accrued leave balances shall take place only if the employee requests integration in writing to Human Resources, using the Authority-provided form.
 - (1) The Authority shall make leave payments to the employee in the usual manner except that the net pay, including SDI or PFL benefits and net Authority pay, shall not exceed one hundred percent (100%) of the employee's regular net pay. If SDI or PFL benefits equal or exceed one hundred percent (100%) of the regular net pay, no Authority payment shall be made.
 - (2) 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.
 - (3) PTO, CAT leave and Holiday pay or credit will accrue on a pro-rata basis during the period of integrated SDI or PFL, based on the number of hours the employee integrates from his or her paid leave balances.

Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI or PFL program.
 - (4) If the employee exhausts all available leave balances but continues on SDI or PFL, the Authority contribution, including leave accruals, shall cease.
 - (5) The Authority shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods that include Authority payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverage when Authority contributions cease.
 - (6) Eligible regular part-time employees shall be included in this program on a pro-rata basis.
- f. In the event the Authority determines that legislative, administrative or judicial determinations cause changes that in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.

ARTICLE 9
HOURS OF WORK

9.1 WORKDAY/WORKWEEK

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

9.2 REST PERIODS

- a. Employees who work an eight (8) hour day will be afforded rest periods. The length of the rest periods will be fifteen (15) minutes during the first half of the employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the Authority and Union agree otherwise in writing. Employees who work a six (6) hour workday without a meal period will be allowed two (2) ten (10) minute rest periods. The two rest periods may not be combined to create a longer rest period. Employees who work a four (4) hour work shift will be allowed one fifteen (15) minute rest period.
- b. Rest periods may not be accumulated nor will they be scheduled within one (1) hour at the beginning or the end of the workday or meal period.
- c. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours at the end of the workday, the employee shall be granted an additional paid fifteen (15) minute rest period, at the option of the employee. This rest period must be scheduled at the end of the employee's regular shift, and prior to working overtime hours.

9.3 MEAL PERIODS

Employees working six (6) to eight (8) hours shall be allowed an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour that shall be scheduled in the middle of the workday. If an employee is required to work during a scheduled meal period by his/her supervisor, the employee shall either be given an alternate unpaid meal period or compensated for the additional work time, as determined by his/her supervisor.

ARTICLE 10
OVERTIME COMPENSATION

10.1 OVERTIME COMPENSATION

- a. Employees required by their manager or supervisor to work in excess of eight (8) hours in a day or forty (40) hours in a workweek shall be compensated for such work time at one and one-half (1½) times their regular rate of pay.
- b. As determined by the manager, supervisor or designee the employee will either be paid or receive Compensatory Time Off (CTO).
- c. For the purpose of computing the number of hours worked, all absences with pay shall be counted and included as time worked.
- d. An employee may accrue up to eighty (80) hours of CTO.
- e. Scheduling of CTO must be approved in advance by the supervisor, manager or designee.
- f. An employee's workweek, work schedule and/or days off shall not be changed during said workweek to avoid the payment of overtime.
- g. Overtime compensation and CTO are excluded from retirement calculations.

ARTICLE 11
NIGHT-SHIFT DIFFERENTIAL

11.1 NIGHT-SHIFT DIFFERENTIAL

- a. Regular employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated therefore 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 (1/2) 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 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.
- b. Full-time employees shall accrue and accumulate PTO in accordance with the following schedule:

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

- c. Employees in paid status less than forty (40) hours per week shall accrue PTO on a pro-rata basis.
- d. Accrued PTO may be taken upon approval and at the discretion of the Library Director or designee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' paid time off, the supervisor, manager or designee may place reasonable seasonal or other restrictions on the use of accrued paid time off.
- e. The Authority shall open to bid the scheduling of employees' PTO in six-month blocks.

PTO period	Bids due to supervisor by	Approved PTO posted by
Apr-Sept	Oct. 15	Nov. 1
Oct-Mar	April 15	May 1

Authority service seniority (as defined in Article 15 Layoff) shall be used to resolve bid disputes. In the event of authority service tie, hire-date seniority shall be used. In the event of a hire-date tie, a lottery will be used.

- f. An employee who separates from Authority service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her accrued PTO.

- g. Employees who were former City or County employees hired on May 24, 1996, or earlier and 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 one hundred percent (100%) for sick leave use and apply any remaining sick leave accruals toward retirement service credit. Employees made such designations by May 31, 1996. The Authority may promulgate policy and procedures for administration of sick leave usage.

12.2 HOLIDAYS

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

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

Floating Holiday

- (1) As of as of July 1 each fiscal year, employees shall accrue a Floating Holiday. The accrual of the Floating Holiday is based on the employee's full-time equivalent (FTE) (ex. 1 FTE (8 hours) earns 8 hours Floating Holiday and 0.5 FTE (4 hours) earns 4 hours Floating Holiday). Employees are expected to use the Floating Holiday during the fiscal year July 1 - June 30.
- (2) Employees may not carry over more than eight (8) hours of Floating Holiday credit from one fiscal year to the next. Any hours in excess of eight (8) not used by November 1 of the next fiscal year shall be paid at the employee's straight-time rate on the first full pay period of December in the same calendar year.
- (3) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) days shall be paid at the employee's straight time rate for all accrued Floating Holiday hours not used.

- 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.
- (4) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half (1½) 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 eight (8) hours of holiday credit from one calendar year to the next. Any hours in excess of eight (8) not used by November 1 of the current year 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 be in paid status on the last scheduled workday before and the first scheduled workday after the recognized holiday. SPL shall not schedule unpaid suspensions for the purpose of disqualifying employees for eligibility for holiday pay.
- (3) Holiday Credit Earned (HCE) is based on the employee's full-time equivalent (FTE) (ex. 1 FTE (8 hours) earns 8 hours holiday credit and 0.5 FTE (4 hours) earns 4 hours holiday credit.)

e. Cesar Chavez Day

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

12.3 FAMILY AND MEDICAL LEAVE

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

12.4 LEAVES OF ABSENCE WITHOUT PAY

- 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 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. Leave under this section shall not be granted to seek or accept other employment.
- b. An 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 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 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 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), catastrophic leave (CAT), or Retiree Health Savings (RHS) while on leave of absence without pay. Health Benefits shall be applied in accordance with Article 8 Health and Welfare section 8.2.f.
- g. The Library Director or designee may revoke a leave of absence if the reason for granting such leave was misrepresented or has ceased to exist. Such misrepresentation is also grounds for disciplinary action.

12.5 REINSTATEMENT – VOLUNTARY RESIGNATION

- a. The Library Director or designee may waive the hiring process and re-hire an employee who has voluntarily resigned. To be eligible, the employee shall be rehired within one (1) year of their resignation date. The employee shall be re-employed into the classification from which they resigned. Any employee hired under this process will be subject to the probationary period for that classification if they had not previously completed probation. The employee will accrue PTO and other benefits as a new hire.

- (1) Employee's classification seniority date shall be adjusted for the months absent due to resignation (e.g.: classification seniority date 1/1/2014 will become 7/1/2014 for an absence of 6 months.)
- b. Sub-section (a) above is not applicable if there are employees in the same classification that have been subject to layoff under the provisions of Article 15 Layoff, section 15.3.

12.6 INDUSTRIAL DISABILITY LEAVE

- a. An employee who has suffered a work-related illness or 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 an examination. Failure or refusal of the employee to undergo such medical examination shall constitute a waiver on the part of the employee of the leave benefits of this section.
 - (1) An employee who has suffered a work related injury or illnesses shall immediately inform his/her supervisor of such injury and shall complete any forms provided to him/her within 24 hours of receipt.
- 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 due to a work related illness or injury for which payment is not provided under workers' compensation insurance, the employee shall use any leave with pay that he/she has accrued, excluding Catastrophic Leave. If it is the determination of Workers Compensation insurance the employee should have received payment, the amount of paid leave utilized will be credited back to the employee.
 - (2) During any period of disability for which payment is provided under workers compensation insurance, the employee shall:
 - (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 accrued paid leave, excluding Catastrophic Leave (CAT), for purposes of this integration.
- 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 shall use accrued paid leave during the first three (3) days of an industrial accident. The employee's paid leave accrual shall be credited for the amount of paid leave utilized when it is determined by worker's compensations that:

(1) The accident is, in fact, work-related;

(2) Time off and duration thereof are warranted; and

(3) Workers Compensation pays the employee for the initial 3-day waiting period.

- e. The Authority has the right to require that the treatment of work-related injuries or illnesses be provided by an Authority-designated physician in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking treatment from a physician of the employee's choice, designated in advance as provided by law.
- f. An employee who has been injured on the job and is receiving pay by an accrued leave while on Workers Compensation shall continue to accrue Paid Time Off (PTO).
- g. The Authority has a Return to Work Program for employees who have work-related injuries by providing temporary modified or alternative work as provided under the Government Code. Information about the Program can be found on the Library's intranet.
- h. The Authority may make alternative assignments, retrain employees, or as provided under the Government Code.
- i. An employee who has suffered a work-related injury or illness is encouraged to schedule doctor appointments/medical examinations outside of his/her normal work hours. If doctor appointments/medical examinations are scheduled during the employee's work hours, the employee's accrued paid leave balances (e.g. Paid Time Off (PTO), Holiday Credit (HCE)) shall be utilized. If the employee does not have accrued paid leave balances, the time taken to attend doctor appointments/medical examinations shall be unpaid leave (LWOP).

12.7 COURT LEAVE

- a. An employee shall be granted pay for those hours absent from work for the following reason(s):
- To testify in response to a subpoena issued by a court of competent jurisdiction in a matter to which the employee is not a party
 - To serve on a jury
 - To report for jury duty examination
 - To testify in a proceeding in which the employee was a witness while on Authority business

- b. Employees shall provide a copy of the subpoena or jury summons to their immediate supervisor immediately upon receiving notification of same. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- c. Upon return to work, the employee must provide the Authority with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid. Pursuant to Assembly Bill 1102, any remuneration received from the court, less transportation allowance, must be returned to the court by the employee.
- d. The Authority may require the employee to elect to be on telephone alert, when allowed by the court, and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the Authority will be responsible to ensure that the employee is available.
- e. When an employee is notified by telephone alert to report for court service to begin the following day, the employee must notify the immediate supervisor as soon as possible. An employee who is scheduled to work a swing or graveyard shift has the option to take off the shift before or the shift after court service.
- f. A full-time employee who is scheduled to work on a night shift or weekend shift will work with their immediate supervisor to adjust the employee's schedule to a forty (40)-hour workweek, court time and work time inclusive.
- g. Part-time employees will work with their immediate supervisor to adjust their work week to their normal number of hours, court time and work time inclusive.
- h. Employees who have served in court or on jury service seventy-five percent (75%) or more of their shift (including commute time to return to their work site) shall be deemed to have worked a full shift.
- i. Employees who are in court or on jury service less than seventy-five percent (75%) of their shift (including commute time to return to their work site), will be required to work the remainder of their shift. Employees may elect to use PTO for the remainder of the work shift after court, in accordance with PTO rules.
- j. Employees required to work more than the eight (8) hours (court time and work time inclusive) will be paid overtime.

12.8 PARENTAL LEAVE

The following Parental Leave Policy shall apply to both male and female employees:

- a. 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 four (4) 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. Temporary employees are not eligible for Authority-paid parental leave.

- b. To be eligible for the paid leave, an employee must have completed at least 2,080 hours of service from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age twelve (12) who resides with the employee and for whom the employee has physical and legal custody, including the pre-adoption. Court-appointed legal guardians and foster parents do not qualify for parental leave.
- c. Eligible employees shall have the right to only one (1) 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.
- d. Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.
- e. Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of Authority-paid leave to the maximum six (6) months of leave by adding accrued and available hours of PTO if applicable, other useable leave credits, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- f. The Authority shall have the right to promulgate a policy and procedure to implement and administer parental leave.

12.9 BEREAVEMENT LEAVE

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

- a. Immediate family is defined as: spouse, child, step-child, parent, step-parent, parent-in-law, sibling, grandchild, grandparent, a domestic partner registered with the State of California, or any individual who resided with the employee at the time of death.
- b. A full-time employee shall, upon written request, be granted up to three (3) days with pay for any one (1) death. In the event that the employee needs to travel to a location more than three hundred (300) miles away from the city of Sacramento, an employee may use up to two (2) additional days for travel to be taken from Catastrophic Leave time. The employee will be required to submit documentation

for the need to take these additional days.

- c. Bereavement leave shall be prorated for part-time employees.
- d. The Library Director or designee may grant bereavement leave for deaths of other persons if the Library Director or Designee determines that special circumstances are applicable.
- e. Bereavement leave is not accrued or carried over from year to year.
- f. An employee must provide documentation of the need to take bereavement leave. Documentation shall be provided upon the employee's return to work.

12.10 CATASTROPHIC LEAVE PLAN

- a. All employees shall accrue catastrophic leave at the rate of one (1) hour forty (40) minutes in each of the first two (2) pay periods of every month (equivalent to forty (40) hours annually). A part-time employee 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 thirty (30) days.

- c. Eligibility:

(1) Catastrophic leave may only be used by employees who have exhausted all available leave balances except for eighty (80) hours of PTO for full-time employees, forty (40) hours of PTO for part-time employees.

(2) Catastrophic leave shall have no cash value and will be forfeited upon the employee terminating employment with the Authority.

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

- d. Family Members:

(1) Parent: The biological, foster or adoptive parent, a stepparent or a legal guardian of the employee. Parent does not include "parent-in-law".

(2) Child: Biological, adopted or foster child, stepchild, legal ward, or a child of the employee.

(3) Spouse: A husband or wife as defined or recognized under State law for purposes of marriage.

(4) Domestic Partner: A domestic partner registered with the State of California.

e. Intermittent Leave:

When using catastrophic leave, the employee may work occasionally, as defined in Library policies and procedures and applicable laws.

f. Re-certification/re-application:

If the employee returns to work full-time over a two (2)-week period, a new approval for catastrophic leave will be required.

g. Coordination with Family Medical Leave Act:

If the employee has not previously exhausted leave under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA), Catastrophic Leave (CAT) will run concurrently with these leaves.

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

12.11 LEAVE DONATION PLAN

a. A regular employee, whether represented or unrepresented, may donate to or receive from an unrepresented or a represented employee usable 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 shall be made in a minimum of four (4) hour increments of accrued time.

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

e. Donated hours shall be kept in a pledge status until used. Donations shall be date-stamped as they are received and used in date-stamped order. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's PTO balance.

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

g. To be eligible to request 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 more than thirty (30) calendar days, or to provide necessary care for a family member as defined in 12.11(d) who is incapacitated for more than thirty (30) calendar days; and,
 - (2) Have exhausted all usable leave balances except for eighty (80) hours of PTO for full-time employees or forty (40) hours PTO for part-time employees; and,
 - (3) Be on an approved leave of absence.
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable leave hours accrued, until the earliest of the following events occurs:
- (1) All leave balances, including both donated and accrued leave, are exhausted; or
 - (2) The employee returns to work at his/her normal work schedule; or
 - (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.
- j. Used donated leave time shall count toward the application of Authority service and benefits in the same manner as when the employee is on paid leave.
- k. Used donated leave time shall be subject to the recipient's normal payroll deductions.
- l. The Authority shall promulgate a policy and procedure to implement and administer leave donation.

12.12 LEAVE INCENTIVE CREDIT

- a. Full-time regular employees who use twelve (12) hours or less of unanticipated leave from January 1st through June 30th or July 1st through December 31st shall receive eight (8) hours Leave Incentive Credit following the six (6) month period in which it was earned.
- b. Part-time regular employees who work forty (40) or more hours per pay period and who use six (6) hours or less of unanticipated leave shall receive four (4) hours of Leave Incentive Credit following the six (6) month period in which it was earned.
- c. Leave Incentive Credit not utilized by the employee's last workday of the designated six (6) month period shall be forfeited. Leave Incentive Credit shall not accrue to

Paid Time Off (PTO) or Catastrophic Leave (CAT) balances and shall have no monetary value.

- d. "Unanticipated leave" is leave requested within forty-eight (48) hours of the absence.
- e. Regular employees must be continuously on the Authority payroll and eligible to earn and use Leave Incentive Credit 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 State Disability Insurance (SDI) integration during the period designated is excluded from participation for that time period.
- f. This program does not restrict an employee's ability to use Paid Time Off (PTO) as authorized.

ARTICLE 13
SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

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

13.2 TUITION REIMBURSEMENT

- a. The Authority agrees to reimburse full-time employees for the cost of tuition, books and fees, excluding parking, up to a maximum of \$1,000 per calendar year pursuant to the Authority's existing policy for such tuition reimbursement. Reimbursement for staff in paid status less than forty (40) hours per week is prorated.
- b. This provision shall not apply to employees eligible for an educational incentive program.
- c. The Authority shall have the right to promulgate and distribute a policy and procedures to administer the tuition reimbursement benefit.
- d. Subject matter of all classes submitted for reimbursement shall be related to the employee's present job description or stated career track related to library services.

13.3 CALL-BACK PAY

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

13.4 STANDBY PAY

An employee who is required to remain on standby for emergency work shall be paid \$126 per week, or the daily proration of \$18 per day, in addition to his/her hourly rate. Employees who are called out while on standby shall receive a minimum of two (2) hours pay at one and one-half times (1 ½) their hourly rate of pay. Temporary employees shall not be on standby pay for emergency work. Any employee who is on standby on New Year's 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 five percent (5%) of their hourly rate for such hours assigned.

13.6 BILINGUAL PAY

A differential of five percent (5%) over base rate will be paid to each employee who meets the following criteria: (1) management has approved a justification form for the employee submitted pursuant to the Authority's Bilingual Pay Policy and Procedure; and (2) the employee has passed the required language skills assessment. Bilingual pay may be discontinued upon occurrence of certain events identified in the Authority's Bilingual Pay Policy and Procedure.

ARTICLE 14
TRANSPORTATION

14.1 MILEAGE REIMBURSEMENT

- a. Employees required to utilize their private vehicles for official Authority business shall be reimbursed for such use at the Internal Revenue Service (IRS) business mileage deduction rate and in compliance with the Authority's Travel Policy and Procedures, which can be found on the Library's intranet.

14.2 REGIONAL TRANSIT MONTHLY PASS/PARKING

- a. Sacramento Regional Transit District (SRTD)

Employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for a one hundred percent (100%) paid SRTD monthly pass up to \$120.

- b. Other Bus Transportation

Employees who utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible to receive a monthly reimbursement of up to one hundred percent (100%) of the cost of the monthly SRTD up to \$120.

- c. Downtown Parking and Transit

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. Monetary reimbursement will be increased to the equivalent cost of the SRTD pass up to a maximum of \$120.

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.

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. Monetary reimbursement will be increased to the equivalent cost of the SRTD pass up to a maximum of \$120.

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

ARTICLE 15

LAYOFF

15.1 SENIORITY

- a. Seniority, for purposes of layoff, demotion or re-employment, shall be determined by total continuous service in the employee's current classification since the employee's most recent date of appointment. The seniority list shall include all regular employees. Where classification seniority is equal, the employee with the greatest total continuous Authority service in all classifications shall be senior. Where total continuous Authority service is equal, the senior employee shall be determined on the basis of greater hire date seniority, or in the event of a hire-date tie, a lottery will be used.
- b. Definitions
 - (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification, including any time spent in a higher job classification. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated, classification seniority shall be mutually established by the Authority and Union. For those classifications that have flexible staffing designated in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.
 - (2) Authority Service Seniority: For employees of the Authority who hold regular status effective the date of the Agreement, Authority service shall be defined as the effective date of appointment to the employee's first regular position in either the City of Sacramento or the County of Sacramento. For all others, Authority service seniority shall be defined as the effective date of appointment to the employee's first regular position with the Authority.
 - (3) Hire Date Seniority: For employees of the Authority effective the date of the Agreement, hire-date seniority shall be defined as the employee's first appointment to any position as either regular or temporary, in either the City of Sacramento or the County of Sacramento. For all others, hire-date seniority shall be defined as the employee's first date of hire to any position with the Authority.
 - (4) Seniority Adjustments: Classification seniority and Authority service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from Authority service and time spent on an approved unpaid leave of absence in excess of six (6) months.
 - (5) Termination of Seniority: Termination of classification seniority and Authority service seniority shall occur upon:

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

15.2 SENIORITY LIST

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

15.3 LAYOFF

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

which demoted and time in any higher classification in the series.

- 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 re-employment purposes shall be the date of actual layoff as stated in the layoff notice.

15.5 RECALL

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

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

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

ARTICLE 16
UNIFORMS

16.1 UNIFORMS

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

ARTICLE 17
SAFETY

17.1 SAFETY

- a. The Authority is committed to providing safe working environments at all locations and will comply with all applicable requirements and regulations of both state and federal law.
- b. Bargaining unit members shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm. Any employee who believes that he/she is subject to such conditions shall immediately contact his/her supervisor or manager and follow the emergency procedures posted at each work location.
- c. No bargaining unit member will be assigned to a work location that directly serves the public that does not have two (2) responsible adults assigned and present during the hours the branch is open to the public. (Note the responsible adult may be a shelver plus one (1) bargaining unit member.)
- d. If a branch is staffed below the minimum reflected in 17.1(c), the staff member shall follow the existing emergency procedure.

17.2 SAFETY SHOES

- a. Where the Authority requires that safety shoes be worn by employees as a condition of employment, the Authority shall reimburse the employee \$150 per pair of acceptable safety shoes, up to a maximum of \$300 total per fiscal year. The employee must obtain prior authorization from his/her supervisor to be eligible for the second pair of safety shoes.
- b. The Authority maintains the right to specify the type of required safety shoes.

17.3 RUBBER FLOOR MATS

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

ARTICLE 18

DISCIPLINE

18.1 LETTER OF REPRIMAND

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

18.2 IN-LIEU DISCIPLINE

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

18.3 DISCIPLINARY ACTIONS AND APPEAL HEARING PROCEDURE

- a. Employees may be disciplined for just cause only. Discipline shall include a suspension, demotion, in-grade salary reduction, and discharge.
- 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 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 of the reviewing officer and issue a final determination. If discipline is imposed, the employee may appeal the action to arbitration pursuant to Article 5 Grievance and

Arbitration Procedures, section 5.7. 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 pursues arbitration 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 proposed pay ranges for such classifications prior to submission to the Authority Board.

ARTICLE 20
MISCELLANEOUS

20.1 PROBATIONARY PERIOD

- a. The probationary period is an extension of the testing and hiring process. Full-time employees shall serve a probationary period of 2,080 hours. Part-time employees shall serve a probationary period of 1,040 hours. A probationary period shall be extended for all hours of time off due to work-related injury as well as 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.
- e. Part-time employees may apply for transfer into full-time positions at their worksites within their current classification during their probationary period. Time spent in a probationary capacity in the part-time position will be counted toward completion of the full-time probationary period.

20.2 SELECTION FOR VACANCIES

- a. When a vacancy occurs and the Library Director or designee elects to permanently fill said vacancy, a written announcement shall be posted. Employees holding regular status in the classification 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 including, but not limited 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.
- d. Employees shall complete the probationary period in their current classification prior to being eligible to promote into another classification.

20.3 BRANCH REASSIGNMENT NOTICE/SCHEDULE CHANGES

- a. Regular employees shall be given at least fourteen (14) calendar days' written notice prior to permanent reassignment from one branch location to another. Notification may be waived at the option of the employee.
- 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. Any regular employee receiving a performance evaluation about which he/she disagrees may, within ten (10) working days from the date of receipt of the final evaluation, write a rebuttal statement for attachment to the evaluation and informally appeal to the supervisor of the reviewer, but in no case higher than the Library Director or designee. Regular employees may be evaluated more frequently than annually as determined by the supervisor, manager or designee. This subsection shall not be subject to the grievance and arbitration procedure.

20.5 PERSONNEL FILES

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

20.6 TRAINING AND EDUCATION

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

20.7 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 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 (1) year from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the Authority of an underpayment error.
- d. The provisions of this section do not apply to grievance disputes that contend that the Authority has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section, except as provided in subsection (c), above.

20.8 TIME OFF FOR PROMOTIONAL EXAMINATION

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

20.9 VOLUNTEERS

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

20.10 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 written notice delivered to the Union forty-five (45) days in advance of the proposed date of Layoff so that the Parties may negotiate alternatives and mitigation of 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 Article 15 Layoff of this Agreement.

20.11 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.

20.12 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.

20.13 STRIKES AND LOCKOUTS

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

20.14 WORK SHARING PROGRAM

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

- a. The Authority will decide the classification and positions that are feasible for a work-sharing program.
- b. The program is voluntary.
- c. Employees in the same classification who voluntarily agree may share work hours of

any position(s) in a bi-weekly pay period providing the total hours do not exceed the budgeted FTE. The program is limited to regular employees. The work-share participants may originate from the same or different work sites. Shared position(s) must be located at the work site for which the position(s) is budgeted. The Authority may hire a part-time employee to implement or continue the work sharing arrangement in those cases where only one regular employee voluntarily agrees.

- d. With the approval of the supervisor, the shared work schedule may include uneven division of hours and/or overlapping schedules.
- e. Participating employees will receive pro rata benefits, including pro rata Authority insurance contribution, retirement, and leave credits.
- f. A work sharing arrangement may be terminated by the Authority or by any of the participating employees upon submission of written notice to the other parties. Upon receipt of the written notice, the work sharing arrangement will be terminated on a date mutually acceptable to the Authority and employees or thirty (30) calendar days from the date of written notice, whichever occurs first.
- g. Classification seniority shall prevail, if necessary, upon return to a full-time position or in the event of layoff.

20.15 LABOR MANAGEMENT COMMITTEE

To promote and enhance harmonious relationships, a committee, comprised of members from labor and management, shall meet regularly to discuss issues brought forth by staff members. This committee will not add to, delete from or amend any part of the labor contract currently in effect. Labor members shall be appointed by the Business Representative of Local 39, and management members shall be appointed by the Library Director or designee.

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 contract with the Public Employees Retirement System (PERS) for miscellaneous employees provides for the following structure:
 - Modified 2% at age 55
 - One-year highest compensation
 - 2% COLA
 - 25% survivor continuation
 - 50% industrial disability

- Military service credit
- b. For employees hired on or after January 1, 2013, and who meet the definition of “new member” under Government Code section 7522.04(f), the Authority’s contract with PERS for miscellaneous employees shall provide for the following structure:
 - 2% at age 62
 - Employee contribution rate of 50% of the normal cost rate up to 8%
 - Three year average compensation
 - 2% COLA
 - 25% survivor continuation
 - 50% industrial disability
 - Military service credit
 - c. Effective July 1, 2012, for employees hired on or before December 31, 2012, the Authority will pay one and one-half percent (1.5%) of the employee’s contribution to the PERS retirement plan.
 - d. Effective July 1, 2013, employees hired on or before December 31, 2012 shall be responsible for paying the full amount of the employee retirement contribution. Effective January 1, 2013, employees hired on or after January 1, 2013 and who meet the definition of “new member” under Government Code section 7522.04(f) shall be responsible for paying 50% of the “total normal cost rate” as determined annually by PERS up to 8%.
 - e. For former County employees who have been in continuous County service since March 7, 1973, and upon reaching thirty (30) years of continuous combined County and Authority service, the Authority will pay the full employee's contribution to the Authority PERS retirement plan.
 - f. Employees who are members of the Sacramento City Employees' Retirement System and have a deficit account may remain City employees for retirement purposes only.

20.18 RETIREMENT HEALTH SAVINGS PLAN

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

The Authority shall provide to all full-time and part-time regular employees covered by the Agreement a Retirement Health Savings (RHS) Plan as selected by the Authority. The RHS Plan is a medical expense reimbursement program that accumulates assets to pay for medical expenses in retirement on a tax-free basis.

- a. Effective July 1, 2012 the Authority shall contribute \$50 per first two (2) pay periods each month to eligible full-time and part-time employees’ RHS accounts.
- b. Effective July 1, 2013 the Authority shall contribute \$60 per first two (2) pay periods each month to eligible full-time and part-time employees’ RHS accounts.

- c. Effective July 1, 2014, the Authority shall increase to \$70 per first two (2) pay periods each month its contribution to eligible full-time and part-time employees' RHS accounts *if* 2013/14 tax revenues, as reported in the Independent Auditor's Report, equal or exceed \$32,737,000 ("target"). The target amount of \$32,737,000 reflects tax revenue from City and County sources for the 2009/10 year. Tax revenue is defined as City parcel tax, county property tax, and contributions from the City general fund. The figures in the Independent Auditor's Report for 2013/14 shall be conclusive with respect to the amount of City parcel tax, county property tax and contributions from the City general fund.

20.19 RETIREE HEALTH CONTRIBUTION

Employees hired on or after January 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.

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

- a. This Agreement shall remain in full force and effect from April 1, 2015 to and including June 30, 2018.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

Exhibit A

UNIT MEMBERSHIP

Accountant/Budget Analyst
Accounting Specialist
Administrative Assistant
Administrative Technician
Building Maintenance Worker
Circulation Supervisor
Custodian
Early Literacy Specialist
Events Coordinator
General Services Worker
Information Technology Technician
K-12 Specialist
Librarian
Library Associate
Library Program Specialist
Library Services Assistant
Library Services Specialist
Library Supervisor I
Library Supervisor II
Library Technician
Literacy & Homework Center Supervisor
Materials Handler
Procurement-Contracts Coordinator
Public Information Coordinator
Senior Accounts Payable Technician
Senior Information Technology Analyst
Senior Information Technology Technician
Senior Payroll Technician
Special Project & Remodeling Coordinator
Technology Assistant
Visual Communications Specialist
Volunteer Coordinator

Exhibit B

SACRAMENTO PUBLIC LIBRARY

**SALARY SCHEDULE
LOCAL 39 – LIBRARY UNIT
EFFECTIVE JULY 1, 2015**

Grade	Classification Title	HOURLY RATE						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Custodian General Services Worker Materials Handler	14.62	15.34	16.11	16.92	17.77	18.65	19.58
2	Library Services Assistant Technology Assistant	16.04	16.84	17.68	18.57	19.49	20.46	21.49
3	Building Maintenance Worker	17.63	18.51	19.44	20.41	21.42	22.49	23.62
4	Administrative Technician Events Coordinator Library Technician	19.33	20.29	21.31	22.38	23.50	24.67	25.90
5	Administrative Assistant Circulation Supervisor Library Associate Senior Accounts Payable Technician Special Projects and Remodeling Coordinator Visual Communications Specialist Volunteer Coordinator	21.26	22.33	23.44	24.62	25.85	27.14	28.50
6	Accounting Specialist Information Technology Technician Library Program Specialist Literacy & Homework Center Supervisor Procurement-Contracts Coordinator	23.48	24.65	25.89	27.18	28.54	29.97	31.47
7	Early Literacy Specialist K-12 Specialist Librarian Library Services Specialist Library Supervisor I Public Information Coordinator Sr. Information Technology Technician Sr. Payroll Technician	25.81	27.11	28.47	29.89	31.38	32.95	34.59
8	Accountant/Budget Analyst	28.43	29.85	31.34	32.91	34.55	36.28	38.09
9	Library Supervisor II Sr. Information Technology Analyst	31.15	32.71	34.35	36.06	37.87	39.76	41.75

Exhibit C

**MONTHLY AND BI-WEEKLY BENEFIT RATES
(Effective January 1, 2015)**

MEDICAL PLANS:

	\$15 Co-pay		\$25 Co-pay	
	MONTHLY	PER PAY PERIOD	MONTHLY	PER PAY PERIOD
<i>KAISER</i>				
Single Employee	\$ 718.70	\$ 359.35	\$ 682.72	\$ 341.36
Employee + 1 dependent	\$ 1,437.40	\$ 718.70	\$ 1,365.44	\$ 682.72
Employee + 2 or more dep.	\$ 1,911.74	\$ 955.87	\$ 1,816.03	\$ 908.02
Domestic Partner	\$ 718.80	\$ 359.35	\$ 682.72	\$ 341.36
<i>WESTERN HEATH ADVANTAGE</i>				
Single Employee	\$ 697.82	\$ 348.91	\$ 669.09	\$ 334.55
Employee + 1 dependent	\$ 1,395.64	\$ 697.82	\$ 1,338.17	\$ 669.09
Employee + 2 or more dep.	\$ 1,856.20	\$ 928.10	\$ 1,779.77	\$ 889.89
Domestic Partner	\$ 697.82	\$ 348.91	\$ 669.08	\$ 334.54
<i>SUTTER HEALTH PLUS</i>				
Single Employee	\$ 783.52	\$ 391.76	\$ 701.54	\$ 350.77
Employee + 1 dependent	\$ 1,477.06	\$ 738.53	\$ 1,403.06	\$ 701.53
Employee + 2 or more dep.	\$ 1,964.48	\$ 982.24	\$ 1,866.08	\$ 933.04
Domestic Partner	\$ 738.54	\$ 369.27	\$ 701.52	\$ 350.76

DENTAL PLANS

	MONTHLY	PER PAY PERIOD
<i>DELTA PPO</i>		
Single Employee	\$ 53.16	\$ 26.58
Employee + 1 dependent	\$ 100.98	\$ 50.49
Employee + 2 or more dep.	\$ 134.46	\$ 67.23
Domestic Partner	\$ 25.06	\$ 12.53
<i>DELTA CARE/DHMO</i>		
Single Employee	\$ 27.86	\$ 13.93
Employee + 1 dependent	\$ 52.92	\$ 26.46
Employee + 2 or more dep.	\$ 70.44	\$ 35.22
Domestic Partner	\$ 47.82	\$ 23.91
<u>VISION PLAN</u>		
<i>VSP-VISION SERVICE PLAN</i>		
Single Employee	\$ 7.96	\$ 3.98
Employee + 1 dependent	\$ 11.40	\$ 5.70
Employee + 2 or more dep.	\$ 20.42	\$ 10.21
Domestic Partner	\$ 3.44	\$ 1.72

Note: Benefit deductions occur on 24 pay periods. No deductions are taken on the third paycheck of each month.

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

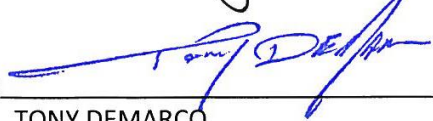
SACRAMENTO PUBLIC LIBRARY AUTHORITY

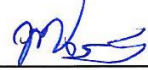
INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS, LOCAL
39, AFL-CIO


SACRAMENTO PUBLIC LIBRARY AUTHORITY

BY: 
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

BY: 
LIANE LEE
HUMAN RESOURCES MANAGER
CHIEF NEGOTIATOR

BY: 
TONY DEMARCO
PRESIDENT

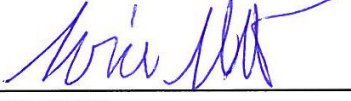
BY: 
MICHAEL VOSS
AUTHORITY COUNSEL

BY: 
STEVE CROUCH
DIRECTOR OF PUBLIC EMPLOYEES

BY: 
JOHNNY EA
NEGOTIATIONS TEAM MEMBER

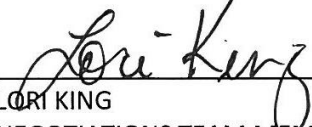
BY: 
LAURA TRAPP
BUSINESS REPRESENTATIVE

BY: 
NINA BIDDLE
NEGOTIATIONS TEAM MEMBER

BY: 
ERIC WEBB
NEGOTIATIONS TEAM MEMBER

BY: 
JULIA FERRELLI
NEGOTIATIONS TEAM MEMBER

BY: 
GERALD WARD
NEGOTIATIONS TEAM MEMBER

BY: 
LORI KING
NEGOTIATIONS TEAM MEMBER

BY: 
JOSE ESPARZA
NEGOTIATIONS TEAM MEMBER

BY: 
CLAUDIA CAREY
NEGOTIATIONS TEAM MEMBER