

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

SONOMA COUNTY LIBRARY

AND

SEIU LOCAL 1021, CtW, CLC

January 1, 2022-December 31, 2024

My Steward Is:

My Worksite Organizer is:

Human Resources Manager:

SEIU LOCAL 1021
CtW, CLC

600 B Street
Santa Rosa, CA 95401
Phone: (707) 293-2858

Sonoma County Library

6135 State Farm Drive
Rohnert Park, CA 94928
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TABLE OF CONTENTS

| | Page |
|---|------|
| PREAMBLE | 14 |
| ARTICLE 1 - RECOGNITION | 15 |
| ARTICLE 2 - TERM | 16 |
| ARTICLE 3 - DEFINITIONS..... | 17 |
| ARTICLE 4 - UNION RIGHTS | 21 |
| 4.1 Exclusive Right to Represent..... | 21 |
| 4.1.1 Scope of Representation..... | 21 |
| 4.2 New Employees | 21 |
| 4.2.1 New Employee Orientation..... | 21 |
| 4.2.2 Copies of the MOU | 22 |
| 4.3 Union Contact with Employees | 22 |
| 4.4 Employee Lists..... | 22 |
| 4.4.1 Requests for Employee Information from External Organizations | 22 |
| 4.5 Meeting Space..... | 23 |
| 4.6 Communications | 23 |
| 4.6.1 Mail..... | 23 |
| 4.6.2 E-Mail..... | 23 |
| 4.6.3 Bulletin Boards..... | 23 |
| 4.7 Union Stewards..... | 24 |
| 4.7.1 Designation of Union Stewards..... | 24 |
| 4.7.2 No Reprisals for Protected Activity as Union Steward | 24 |
| 4.8 Release Time for Library-Union Business and Union Business..... | 24 |
| 4.8.1 Release Time | 24 |
| 4.8.2 Library-Union Business Release Time..... | 24 |
| 4.8.3 Union Business Release Time | 25 |
| 4.9 Dues Deductions | 25 |
| 4.9.1 Dues Deductions..... | 25 |
| 4.9.2 Change or Cancellation of Deductions | 26 |
| 4.9.3 Indemnification..... | 26 |
| 4.9.4 Development of Law | 26 |
| 4.9.5 Government Code Provisions Incorporated by Reference | 27 |

2022-2024 MOU between the Sonoma County Library and SEIU Local 1021

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| ARTICLE 5 - MANAGEMENT RIGHTS | 28 |
| 5.1 Management Rights | 28 |
| 5.2 Notice of Management Decisions | 28 |
| 5.3 Management Rights Not Grievable..... | 28 |
| ARTICLE 6 - EMPLOYEE RIGHTS..... | 29 |
| 6.1 Personnel Files | 29 |
| 6.2 Access to Personnel Files..... | 29 |
| 6.3 Supervisor Files..... | 30 |
| 6.4 Performance Evaluation | 30 |
| 6.5 No Discrimination..... | 30 |
| 6.6 Job Descriptions | 30 |
| ARTICLE 7 - HOURS..... | 31 |
| 7.1 Full-Time Work | 31 |
| 7.2 Part-Time Work | 31 |
| 7.3 Extra-Help Work..... | 31 |
| 7.3.1 Use of Extra-Help..... | 31 |
| 7.3.2 Compensation | 32 |
| 7.3.3 Maximum Hours per Fiscal Year | 32 |
| 7.3.4 No Guarantee of Hours or Continued Employment | 32 |
| 7.3.5 Holiday Compensation | 32 |
| 7.3.6 Incorrect Assignments | 32 |
| 7.3.7 Hours Counted if Appointed to Regular Position..... | 33 |
| 7.4 Overtime and Compensatory Time Off (CTO)..... | 33 |
| 7.4.1 Overtime | 33 |
| 7.4.2 Non-exempt Employees | 33 |
| 7.4.3 Exempt Employees | 34 |
| 7.4.4 Compensatory Time Off (CTO) – Use..... | 34 |
| 7.4.5 Payment for Compensatory Time above 80 Hours | 34 |
| 7.4.6 Payment for Unused Compensatory Time at Separation..... | 35 |
| 7.5 Breaks and Meal Periods..... | 35 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| 7.5.1 Breaks | 35 |
| 7.5.2 Meal Periods – Duty-Free | 35 |
| 7.5.2.3 Meal Periods – Non-Duty-Free..... | 36 |
| 7.5.3 Breaks and Meal Periods Chart | 36 |
| 7.6 Standby and Callback..... | 37 |
| 7.6.1 Standby Duty..... | 37 |
| 7.6.2 Callback..... | 37 |
| 7.7 Public Service Staffing..... | 37 |
| 7.7.1 Public Service Work Schedules..... | 37 |
| 7.7.2 Public Service Minimum Staffing..... | 38 |
| 7.7.3 Absences of Regular Employees | 38 |
| 7.7.4 Time Required to be Worked Beyond End of Shift | 38 |
| 7.8 Work Schedules | 38 |
| 7.8.1 Work Schedules Generally | 38 |
| 7.8.2 Alternative Work Schedules..... | 39 |
| 7.8.3 Flex Time..... | 40 |
| 7.8.4 Job Sharing | 40 |
| ARTICLE 8 - SALARY AND COMPENSATION | 43 |
| 8.1 Salaries | 43 |
| 8.1.1 Effective Date of Increases..... | 43 |
| 8.1.2 2022 Salary Schedule Increase | 43 |
| 8.1.3 2023 Salary Schedule Increase | 43 |
| 8.1.4 2024 Salary Schedule Increase | 43 |
| 8.2 Salary upon Status Change | 43 |
| 8.2.1 Salary upon Employment | 43 |
| 8.2.2 Salary upon Restoration or Reappointment..... | 43 |
| 8.2.3 Salary upon Promotion | 44 |
| 8.2.4 Advanced Salary upon Promotion..... | 44 |
| 8.2.5 Salary Advance Adjustment..... | 44 |
| 8.2.6 Salary upon Demotion | 44 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 8.2.6.1 Demotion..... | 44 |
| 8.2.7 Salary upon Transfer | 45 |
| 8.2.8 Salary upon Reallocation of Class | 45 |
| 8.2.9 Salary upon Reclassification of Position | 45 |
| 8.2.10 Step Increases within Salary Ranges | 45 |
| 8.3 Special Assignment Premiums..... | 46 |
| 8.3.1 Salary upon Temporary Promotion | 46 |
| 8.3.2 Bilingual Pay | 46 |
| 8.3.3 Lead Worker Premium Pay | 47 |
| 8.3.4 Premium Rate for Work on Holidays..... | 47 |
| 8.3.5 Premium Pay for Work on Sunday..... | 48 |
| 8.4 Deferred Compensation | 48 |
| ARTICLE 9 - EXPENSES AND REIMBURSEMENTS..... | 49 |
| 9.1 Personal Property Reimbursement..... | 49 |
| 9.2 Work Clothes and Safety Boots..... | 49 |
| 9.2.1 Uniforms and Safety Boots as Condition of Employment | 49 |
| 9.2.2 Building Mechanics and Delivery Drivers | 49 |
| 9.2.3 Safety Boots..... | 49 |
| 9.2.4 Replacement of Articles | 49 |
| 9.2.5 Responsibility of the Employee..... | 50 |
| 9.2.6 Return of Articles upon Separation | 50 |
| 9.2.7 Safety Equipment | 50 |
| 9.3 Staff Development and Wellness | 50 |
| 9.3.1 Types of Staff Development..... | 50 |
| 9.3.1.1 Continuing Education | 50 |
| 9.3.1.2 In-Service Training | 51 |
| 9.3.1.3 Conference Workshops, Seminars and Other Programs | 51 |
| 9.3.1.4 Professional Organization Dues, Memberships and License Fees..... | 51 |
| 9.3.2 Wellness Benefit..... | 51 |
| 9.3.2.1 Deferred Compensation Matching Funds..... | 52 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 9.3.3 Staff Development Annual Allotment..... | 52 |
| 9.4 Mileage Reimbursement | 52 |
| 9.5 Parking Reimbursement | 53 |
| 9.6 Cell Phone and Internet Access Reimbursement | 53 |
| ARTICLE 10 - HEALTH AND WELFARE BENEFITS | 55 |
| 10.1 Insurance Plans – Documents or Contracts Controlling | 54 |
| 10.2 Participation | 54 |
| 10.3 Effective Date for Coverage upon Employment | 54 |
| 10.4 Domestic Partner Health, Vision, and Dental Coverage..... | 54 |
| 10.5 Part-time Employee Benefits | 54 |
| 10.6 Premium Only Plan and Flexible Spending Plans | 56 |
| 10.7 Health Insurance | 55 |
| 10.7.1 Library Health Plan Contribution..... | 55 |
| 10.8 Dental Insurance | 55 |
| 10.9 Vision Care Insurance..... | 55 |
| 10.9.1 VDT (Video Display Terminal) - Benefit and Eligibility | 56 |
| 10.10 Continuation of Insurance Contribution During Leave of Absence Without Pay..... | 56 |
| 10.11 Long-Term Disability Insurance | 57 |
| 10.12 Life Insurance | 57 |
| 10.13 Employee Assistance Program (EAP) | 57 |
| 10.14 Worker’s Compensation..... | 57 |
| 10.15 State Disability Insurance (SDI) and Paid Family Leave (PFL)..... | 57 |
| 10.16 Retirees..... | 58 |
| 10.16.1 Retiree Health Insurance Eligibility (Group 1) - Employees Hired on or Prior to July 1, 1997 | 58 |
| 10.16.2 Retiree Health Insurance Eligibility (Group 2) - Employees Hired or Rehired Between July 2, 1997 and November 5, 2013..... | 58 |
| 10.16.3 Retiree Health Insurance Eligibility (Group 3) - Employees Hired or Rehired on or after November 6, 2013..... | 59 |
| 10.16.4 Medicare Reimbursement | 60 |
| 10.16.5 Equitable Health Plan Contributions | 60 |
| 10.16.6 Retiree Dental and Vision | 60 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| ARTICLE 11 - HOLIDAYS..... | 61 |
| 11.1 Holiday Pay..... | 61 |
| 11.2 Scheduled Holidays..... | 61 |
| 11.3 Premium Rate for Work on Holidays | 62 |
| 11.4 Holiday Scheduling Options (Part-time Employees)..... | 62 |
| 11.5 Christmas Eve and New Year’s Eve..... | 63 |
| 11.6 Compensatory Time Off (CTO) for Floating Holiday..... | 63 |
| 11.7 Non-Holiday Closures..... | 63 |
| ARTICLE 12 - VACATION..... | 64 |
| 12.1 Vacation Accrual..... | 64 |
| 12.1.1 Regular Full-Time Employees..... | 64 |
| 12.1.2 Regular Part-Time Employees..... | 64 |
| 12.1.3 Rate of Accrual..... | 64 |
| 12.2 Vacation Maximum..... | 65 |
| 12.3 Vacation Requests..... | 65 |
| 12.4 Payment for Unused Vacation | 65 |
| ARTICLE 13 - LEAVES..... | 66 |
| 13.1 No Break in Service | 66 |
| 13.2 Sick Leave Accrual and Use | 66 |
| 13.2.1 Full-Time Employee Accrual | 66 |
| 13.2.2 Part-Time Employee Accrual | 66 |
| 13.2.3 Extra-Help Employee Accrual..... | 66 |
| 13.2.4 Purposes for Using Sick Leave..... | 66 |
| 13.2.5 Requests for Sick Leave | 67 |
| 13.2.6 Medical Documentation | 68 |
| 13.2.7 Sick Leave Management | 68 |
| 13.2.8 Sick Leave – Exhaustion | 68 |
| 13.3 Sick Leave – Conversion to CTO or HRA | 68 |
| 13.4 Sick Leave – Payoff (Non-Disability) | 69 |
| 13.5 Sick Leave – Payoff at Disability Retirement..... | 69 |
| 13.6 Sick Leave – Conversion at Retirement..... | 69 |
| 13.7 Compassionate Leave | 69 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 13.8 Court Leave..... | 70 |
| 13.8.1 Court Leave – Library-Related..... | 70 |
| 13.8.2 Court Leave – Non-Library-Related | 70 |
| 13.8.3 Court Leave – Compensation | 70 |
| 13.9 Jury Duty..... | 70 |
| 13.10 Time Off for Voting | 71 |
| 13.11 Pregnancy Disability Leave | 71 |
| 13.11.1 Notice to Library | 71 |
| 13.11.2 Use of Sick Leave during Pregnancy Disability Leave | 71 |
| 13.11.3 Health and Welfare Benefits | 71 |
| 13.11.4 Employee Status..... | 72 |
| 13.11.5 Relationship between Pregnancy Disability, FMLA, and CFRA Leaves..... | 72 |
| 13.11.6 Return to Position after Leave..... | 72 |
| 13.12 Family Care and Medical Leave | 72 |
| 13.12.1 General Provisions..... | 72 |
| 13.12.2 Relationship of Family Care and Medical Leave to Other Leaves | 73 |
| 13.12.3 Eligibility | 73 |
| 13.12.4 Family Care and Medical Leave Entitlement..... | 73 |
| 13.12.5 Definitions Under Article 13.12, Family Care and Medical Leave..... | 74 |
| 13.12.5.1 Child | 74 |
| 13.12.5.2 Parent..... | 74 |
| 13.12.5.3 Spouse..... | 74 |
| 13.12.6 Family Care and Medical Leave to Care for a Covered Service Member with a Service Injury or Illness..... | 74 |
| 13.12.7 Health Benefit Premiums while on Family Care and Medical Leave | 74 |
| 13.12.8 Employee Status..... | 75 |
| 13.12.9 Employee Rights on Return from Leave..... | 75 |
| 13.13 Leave of Absence Without Pay (Medical)..... | 75 |
| 13.13.1 Library Director Approval Discretionary | 75 |
| 13.13.2 Appeal of Discretionary Leave Denial | 75 |
| 13.14 Approved Leave of Absence Without Pay (Personal)..... | 76 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 13.14.1 Library Director Approval Discretionary | 76 |
| 13.14.2 Appeal of Discretionary Leave Denial | 76 |
| 13.14.3 Eligibility | 76 |
| 13.14.4 Leave Request | 76 |
| 13.14.5 Maximum Duration of Leave | 76 |
| 13.14.6 Failure to Return from Leave | 76 |
| 13.15 Leave of Absence Without Pay for Candidates for Public Office | 76 |
| 13.16 Leave of Absence Without Pay for Military Service | 77 |
| 13.17 Catastrophic Leave..... | 77 |
| 13.17.1 Eligibility | 77 |
| 13.17.2 Approval Required; Maximum Leave Available | 77 |
| 13.17.3 Relationship to Other Leaves and Benefits | 77 |
| 13.17.4 Donating Time | 77 |
| 13.18 Parental Leave of Absence..... | 78 |
| 13.19 Rights upon Return from an Approved Leave of Absence..... | 78 |
| 13.20 Leaves Without Pay Usage Reference Table | 78 |
| 13.21 Union Leave of Absence..... | 79 |
| ARTICLE 14 - SPECIAL PROVISIONS..... | 80 |
| 14.1 Emergency Evacuation..... | 80 |
| 14.2 Distribution of the MOU..... | 80 |
| 14.3 Labor Management Committee (LMC) | 80 |
| 14.4 Personal Belongings..... | 80 |
| 14.5 Commission Agendas | 80 |
| 14.6 Conflict of Interest Determination | 80 |
| 14.7 Closure of Library | 81 |
| 14.8 Workplace Safety..... | 81 |
| 14.9 Staff Day..... | 81 |
| 14.10 FTE Reductions..... | 82 |
| 14.11 Side Letter Agreements..... | 82 |
| ARTICLE 15 - LAYOFF, RESTORATION AND RECALL RIGHTS | 83 |
| 15.1 Layoff Applicability..... | 83 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| 15.2 Order of Layoff..... | 83 |
| 15.3 Retention of Rights..... | 84 |
| 15.4 Displacement..... | 84 |
| 15.5 Restoration..... | 84 |
| ARTICLE 16 - TRANSFERS, PROMOTIONS AND FILLING VACANCIES..... | 86 |
| 16.1 Definitions..... | 86 |
| 16.1.1 Classification..... | 86 |
| 16.1.2 Position..... | 86 |
| 16.1.3 Transfer..... | 86 |
| 16.1.4 Promotion..... | 86 |
| 16.1.5 Demotion..... | 86 |
| 16.1.6 Vacancy..... | 86 |
| 16.2 Filling Vacancies..... | 86 |
| 16.3 Vacancy Job Announcements to Bargaining Unit Employees..... | 87 |
| 16.4 Appointments..... | 88 |
| 16.5 Probationary Period..... | 88 |
| 16.6 Transfers..... | 89 |
| ARTICLE 17 - GRIEVANCE PROCEDURE..... | 90 |
| 17.1 Grievance: Terms and Conditions..... | 90 |
| 17.2 Problem-Solving Meeting..... | 90 |
| 17.3 Standing to Initiate Grievance..... | 90 |
| 17.4 Procedure to Initiate Grievance – Informal Level..... | 91 |
| 17.4.1 Informal Level..... | 91 |
| 17.5 Union Management Grievance..... | 91 |
| 17.6 Formal Level..... | 91 |
| 17.6.1 Level I – Supervisor..... | 91 |
| 17.6.2 Level II – Library Director..... | 92 |
| 17.6.3 Level III – Library Commission..... | 92 |
| 17.6.4 Level IV - Arbitration..... | 92 |
| 17.6.4.1 Selection of Arbitrator..... | 92 |
| 17.6.4.2 Submission of Statement..... | 93 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 17.6.4.3 Scope of Arbitration | 93 |
| 17.6.4.4 Arbitrator’s Decision | 93 |
| 17.6.4.5 Arbitration Expenses..... | 93 |
| ARTICLE 18 - RESIGNATIONS AND DEMOTIONS..... | 94 |
| 18.1 Resignations | 94 |
| 18.1.1 Resignation in Good Standing | 94 |
| 18.1.2 Withdrawal of Resignation..... | 94 |
| 18.1.3 Resignation Without Notice | 94 |
| 18.2 Demotions | 94 |
| ARTICLE 19 - DISCIPLINE PROCEDURE..... | 95 |
| 19.1 Progressive Discipline | 95 |
| 19.1.1 Intent of Progressive Discipline..... | 95 |
| 19.1.2 Progressive Discipline Steps | 95 |
| 19.1.3 Notice of Work Performance Problems..... | 96 |
| 19.1.4 Use of Personnel File Documents in Discipline | 96 |
| 19.2 Job Performance and Rules of Conduct | 96 |
| 19.3 Verbal Counseling, Record of Conversation, Written Reprimand | 97 |
| 19.3.1 Information Provided by Library. | 97 |
| 19.3.2 Employee Right to Respond | 97 |
| 19.3.3 Appeal of Written Reprimand..... | 97 |
| 19.4 Procedure for Dismissal or Suspension or Demotion | 98 |
| 19.4.1 Preliminary Written Notice | 98 |
| 19.4.2 Employee Right to Respond | 98 |
| 19.4.3 Notice of Discipline..... | 98 |
| 19.4.4 Appeal Procedure – Dismissal, Suspension or Demotion | 98 |
| 19.4.5 Immediate Suspension..... | 99 |
| ARTICLE 20 - EXISTING POLICY | 100 |
| ARTICLE 21 - RETIREMENT..... | 101 |
| 21.1 CalPERS | 101 |
| 21.2 Deferred Compensation – Part-Time, Seasonal, Temporary (PST)/457 Retirement Plan..... | 101 |
| ARTICLE 22 - FULL PERFORMANCE, NO STRIKE | 102 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| ARTICLE 23 - FULL UNDERSTANDING, MODIFICATIONS, WAIVER..... | 103 |
| 23.1 Full Understanding..... | 103 |
| 23.2 Meet and Confer Waiver..... | 103 |
| 23.3 Modification..... | 103 |
| 23.4 Non-Precedent Setting..... | 103 |
| ARTICLE 24 - SEPARABILITY | 104 |
| 24.1 Invalidation | 104 |
| 24.2 Replacement..... | 104 |
| ARTICLE 25 - ENACTMENT..... | 105 |
| Appendix A – Classifications and Salaries (Top Hourly Rate – Step 10)..... | 107 |
| Appendix B – Medical Plan Grouping..... | 109 |
| Appendix C – Conflict of Interest Policy | 111 |

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the “MOU,” between the duly appointed representatives of the Sonoma County Library, hereinafter referred to as the “Library,” and SEIU Local 1021 CtW, CLC, hereinafter referred to as the “Union,” contains their agreement concerning wages, hours, and other terms and conditions of employment for the term of this MOU.

ARTICLE 1 - RECOGNITION

The Library recognizes the Union as the exclusive recognized bargaining representative of all regular and probationary full-time, part-time, and extra-help employees in the classifications listed in Appendix A. Extra-help employees in these classifications are employees of the Library included in the employee unit represented by the Union and are covered by the terms of this MOU except where a provision specifically excludes extra-help employees. Probationary employees shall enjoy all the rights and benefits afforded all Library employees under this MOU, except for those provisions herein that deal with dismissal. Otherwise, any disputes between the Library and probationary employees are subject to the grievance procedure included in this MOU.

The Library's recognition of the Union as the exclusive recognized bargaining representative is extended to include employees in non-management, non-confidential job classes, which are created during the term of this MOU.

ARTICLE 2 - TERM

- 2.1 This MOU shall become effective on January 1, 2022 and shall terminate at 12:00 midnight on December 31, 2024 unless extended by mutual consent of both the Union and the Library.
- 2.2 The provisions in this document shall constitute the wages, hours and other terms and conditions within the bargaining unit.
- 2.3 In the event the Union desires to negotiate a successor MOU, it shall serve on the Library its written request to commence negotiations as well as its initial written proposals for any successor MOU by September 1, 2024. Negotiations shall commence by October 1, 2024, or a later date by mutual agreement.

ARTICLE 3 - DEFINITIONS

Alternative Work Schedule: A regular fixed schedule for full-time employees that is other than the standard 5/8 work schedule (eight (8) hours per day, five (5) consecutive work days per week). Examples include a 4/10 schedule (10 hours per day, four (4) days per week); a 9/8/1 schedule (eight (8), nine (9)-hour days and one (1) eight (8)-hour day with one (1) day off in a biweekly pay period), and other fixed changes in days and/or hours worked.

Bi-Weekly Pay Period: 14 consecutive calendar days which begin on Sunday and end with the second Saturday thereafter.

Break in Service: A break in employment from the Library such as a termination or resignation. A break in service does not occur because an employee is on an unpaid leave of absence.

Calendar Year: January 1 through December 31.

Callback: When an employee who has departed from a work location is required to return to a work location to respond to a call outside of the employee's regularly scheduled work hours.

Classification: Classification is a general category of positions defined by a job title and job description.

Compensatory Time Off (CTO): Time off with pay to which an employee is entitled, as provided for in this MOU, instead of cash compensation.

Continuous Service: Continuous employment by the Library in paid status.

Day, Calendar: A 24 hour day from midnight to midnight denoted on a calendar, including Saturdays, Sundays and holidays.

Day, Consecutive Work: Two (2) or more regularly scheduled work days in succession, regardless of the number of non-work days that fall between. Consecutive work days vary from employee to employee.

Day, Scheduled Work: Any day an employee is regularly scheduled to work. Scheduled work days vary from employee to employee.

Demotion: Demotion is the movement of an employee from one classification to another classification on a lower salary range in the bargaining unit.

Domestic Partner: As defined under Family Code Section 297, which includes the requirements that both persons file a declaration of domestic partnership with the California Secretary of State, both share a common residence, and either, a) both be members of the same sex, or, b) one or both meet the eligibility criteria under Title II of the Social Security Act. For

the purposes of this MOU, the term Domestic Partner is used interchangeably with the word spouse.

Employee: Any person legally employed by the Library and a member of the bargaining unit represented by the Union.

Employee, Exempt: An employee who has been designated by the Library as exempt as stated in the provisions of the Fair Labor Standards Act (FLSA).

Employee, Extra-Help: An employee who works on a temporary, seasonal or intermittent basis to provide coverage for absences of full-time and part-time employees and/or to provide extra-help for temporary increases in workload.

Employee, Full-Time: An employee who is in an allocated budgeted position that is regularly scheduled for 80 hours of work in each pay period.

Employee, Non-Exempt: An employee designated by the Library to be covered by the provisions of the Fair Labor Standards Act (FLSA).

Employee, Part-Time: An employee who is in an allocated budgeted position that is regularly scheduled for less than 80 hours of work in each pay period.

Employee, Permanent: An employee of the Library represented by the Union, with due process rights under the law and this MOU, excluding probationary, extra-help and contract employees.

Employee, Probationary: A new, rehired or promoted employee who is serving a probationary period.

Employee, Regular: An employee of the Library represented by the Union, with due process rights under the law and this MOU, excluding extra-help and contract employees.

Employee, Shelver: An employee hired into the shelver classification who works less than 15 hours per week and is not eligible for any leave or benefits unless expressly included in the relevant section of the MOU.

Grievance: A claim by an employee, a group of employees, or a Union Representative on behalf of employee(s) concerning the interpretation, application, or alleged violation of this MOU.

Library: The Sonoma County Library, any of its organizational units or administrative officers.

Natural Disaster: Events with atmospheric, geological, hydrological, or biological origins that pose a significant threat to health and safety, property, and critical infrastructure. For the purposes of this document, natural disasters shall include fires, floods, severe storms, and earthquakes, and other events which a federal, state, or local government declares as such, as well as natural disaster-related power outages planned and unplanned.

Paid Status: Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off (CTO), and receiving salary and benefits from the Library.

Pay: One of the various types of remuneration (i.e. cash) received from the Library, such as base pay, lead pay, compensatory time off, call back pay, overtime, etc. that is provided in exchange for performing work.

Position: A position is an employee's assignment within a classification.

Probationary Period: A period of time that is used for the adjustment and evaluation of a newly appointed or promoted employee.

Promotion: Promotion is the movement of an employee from one classification to another classification on a higher salary range in the bargaining unit.

Reassignment: Reassignment is the movement of an employee to another position in the same classification in a different department or division.

Retirement: An employee's separation from Library employment and application for retirement under CalPERS.

Salary Range: The range for any given classification consisting of ten salary steps, each approximately 2.5% apart.

Seniority: Based on date of hire as a Regular Employee.

Standard Work Schedule: The standard schedule for full-time employees is eight (8) hours per day, five (5) consecutive work days per week.

Standby: Any employee who is required by their Division Manager or designee to remain on-call after work hours and be available for prompt response to urgent Library issues.

Transfer: Transfer is the movement of an employee from one work location to another work location within the same classification.

Union Representative(s): A person who is elected, selected, or appointed as a Union Steward, Union LMC Member, Union bargaining team member, Chapter Officer, or the Union's Worksite Organizer/Representative.

Unpaid Status: When an employee is still encumbering a position with the library but on an authorized unpaid leave, unpaid suspension, or other approved unpaid absence from the library.

Vacancy: A vacancy is a position that has been authorized by the Library Commission, is unoccupied, and has been approved in the current fiscal budget cycle.

Workweek: The workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday, except as otherwise for employees on an alternative work schedule.

Year of Service: A year of Library service is earned for each 2,080 hours in paid status.

ARTICLE 4 - UNION RIGHTS

4.1 Exclusive Right to Represent

The Union and its authorized representative have the exclusive right to represent all employees of the bargaining unit on all matters within the scope of representation. Employees have the right to represent themselves in accordance with Government Code 3500 et seq.

4.1.1 Scope of Representation

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

4.2 New Employees

4.2.1 New Employee Orientation

The Library shall notify new employees that the Union is the recognized employee organization for the employee's classification. A representative of the Union shall be permitted to make a 30 minute presentation to new bargaining unit employees at the Library-scheduled, new employee orientation presented by the Library's Human Resources Department. A new bargaining unit employee shall attend a new employee orientation within 30 days of hire.

The Library shall notify the Union of a new employee orientation a least 10 calendar days in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Library's operations that was not reasonably foreseeable. The Library shall provide the Union with an electronic list of expected bargaining unit participants at least three (3) days in advance of the new employee orientation.

A new bargaining unit employee who does not attend the new employee orientation shall be required to attend a 30 minute make-up session with the Union during regular work hours and onsite without loss of compensation.

A maximum of two (2) bargaining unit employees designated by the Union shall be provided 30 minutes of release time to present on the Union's behalf at the new employee orientation and actual travel time, if needed, from their regular worksite to the orientation. In addition, a non-bargaining unit Union officer or employee may also attend the Union portion of the new employee orientation. The number of Union representatives attending a new employee

orientation shall not extend the 30 minutes total available for a Union presentation.

4.2.2 Copies of the MOU

A Union representative shall provide each new employee with a hard copy of this MOU at the time of hire.

4.3 Union Contact with Employees

A representative of the Union shall be permitted to contact a represented employee during regular business hours on matters within the scope of representation subject to prior arrangements being made with the appropriate Division Manager or designee of the employee being contacted.

4.4 Employee Lists

The Library shall provide the Union with the following information for any newly hired bargaining unit employee by the first pay period of the month following hire, and for all bargaining unit employees every 60 days:

- Name;
- Employee number;
- Job title;
- Department;
- Work location;
- Work telephone number;
- Home and personal cellular telephone numbers, if provided to the Library;
- Personal email address, if provided to the Library; and
- Home address.

Pursuant to Government Code Section 6254.3(c), by written notification to the Human Resources Department, an employee may opt out of this Article 4.4, and the Library will not provide the employee's personal information to the Union.

The Union recognizes and respects the legal right of each employee to their privacy, and agrees not to use any information obtained pursuant to this MOU, or to allow others to use the information, in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless the Library, its officers, employees, and agents, from any claim, liability, or damage arising from the Union's breach of its duty under this MOU.

4.4.1 Requests for Employee Information from External Organizations

The Library will immediately provide the Union with a copy of any request from an external organization pursuant to the Public Records Act, Government

Code Section 6250 et. seq. or the Meyers-Milias-Brown Act, Government Code Sections 3500-3511 for any of the employee information listed under “employee lists” above.

4.5 **Meeting Space**

Upon request of the Union or designated Union Representative, the Library may provide meeting space provided space is available and the Union complies with all rules and policies of the Library Commission. The request shall be made in advance to the Library Director or designee, and will indicate the date, time, and general purpose of the meeting.

4.5.1 The Union acknowledges that employees will participate in these meetings on their own time. Library Management shall not attend and shall respect the confidentiality of union meetings.

4.6 **Communications**

4.6.1 **Mail**

The Library’s interoffice mail may be used for work-related communication between employees represented by the Union and paid staff of the Union provided that paid staff of the Union shall pick up and deliver all written communications outside the Library’s regular delivery route. The Union understands that the continuance or discontinuance of the interoffice mail is a matter within the sole discretion of the Library.

4.6.2 **E-Mail**

The Library’s e-mail system may be used for work-related communication between employees. E-mail shall not be used for personal messages or for promoting events not directly related to the Library. A Union Representative may send e-mail relative to specific, bargaining unit announcements. E-mails shall not be derogatory in nature.

4.6.3 **Bulletin Boards**

The Library will furnish bulletin board space. Bulletin boards shall be located in mutually acceptable areas and shall be out of plain view of the public. All materials to be posted on said boards shall be in good taste, strictly impersonal in nature, and limited to the legitimate business of the Union. Material shall be plainly and legibly initialed by an authorized representative of the Union.

4.7 Union Stewards

4.7.1 Designation of Union Stewards

The Union may designate up to 14 Union Stewards within the entire Library system to represent bargaining unit employees. Designation of the 14 Union Stewards shall be at the sole discretion of the Union. The Union will notify the Human Resources Department of any change to the list of Union Stewards.

4.7.2 No Reprisals for Protected Activity as Union Steward

The Library shall not take reprisal against any Union Steward on the basis of the Steward's protected activity under this MOU and/or any federal or state law.

4.8 Release Time for Library-Union Business and Union Business

4.8.1 Release Time

Release time is time during the employee's regular work schedule during which the employee is released from job duties to attend to Library-Union business or Union business. Release time for employees shall be provided as specified in this MOU and as required by law. The time demands on any one employee shall be within reasonable limits and shall be subject to pre-approval by the employee's supervisor. The Union's request for release time shall not be made nor denied capriciously or arbitrarily.

4.8.1.1 The Union shall request release time seven (7) calendar days in advance of the release date, except by mutual agreement. The Union shall make every effort to notify the Library as soon as possible and consider departmental operations when designating employees for release time in these situations. The Union shall specify in the request whether the time to be used will be considered as Library-Union business time or Union business time.

4.8.2 Library-Union Business Release Time

The Library shall grant Union Representatives reasonable release time to attend to union business related to the Library. All release time requests not listed below shall be considered Union business release time and charged to the Union bank of hours as specified in Article 4.8.3.

- a) Joint Union/Library meetings
- b) Labor negotiations
- c) Meet and confer meetings

- d) Mediation
- e) Pre-disciplinary and disciplinary hearings
- f) Grievance meetings, investigations, hearings, and arbitration (representative(s) and grievant(s))

The Union agrees to make a good faith effort to limit release time for grievances and disciplinary matters to a reasonable amount.

4.8.3 Union Business Release Time

4.8.3.1 The Union shall be granted a total of 80 hours of paid release time each fiscal year to attend to union business. The following list of activities shall be considered Union business release time and shall be charged to the Union's bank of hours

- a) Steward trainings
- b) Union-sponsored classes and seminars
- c) Chapter elections

4.8.3.2 The Union shall defend, indemnify, hold harmless, release and save the Library, its agents and its employees from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken by the Library and/or the Union under this Article, including but not limited to, union members taking paid release time to attend to union business. This indemnification clause shall be in addition to any other remedy available to the Library under this MOU or provision of the law.

4.9 Dues Deductions

4.9.1 Dues Deductions

The Library shall rely on a written certification from the Union requesting a deduction or reduction from bargaining unit members' salaries or wages confirming that the Union has and will maintain individual signed employee authorizations for dues deductions consistent with the law. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the Library unless a dispute arises about the existence or terms of the authorization.

Based on the certification from the Union described above, the Library shall deduct, bi-weekly, the amount of union membership dues, initiation fees, general assessments, as well as payment of any other membership benefit program sponsored by the Union as may be specified by the Union under the authority of an authorization card furnished by the Union. Dues deduction for any individual shall be made only upon the written request of the Union.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office, at the address specified by the Union.

The Library shall provide the Union with a list of newly hired unit members as required by Article 4.4.

The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Article. When a unit member is in an unpaid status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the unit member deposit the amount with the Library which would have been withheld if the unit member had been in paid status during that period. If a unit member is in an unpaid status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, the Library shall not deduct union dues. In this connection, all other required deductions have priority over the Union dues and unit member organization deduction(s).

4.9.2 Change or Cancellation of Deductions

Dues deductions may be revoked only pursuant to the terms of the employee's written authorization maintained by the Union pursuant to Article 4.9.1 above. The Library shall direct employee requests to cancel or change deductions to the Union. As required by state law, the Library shall rely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed.

4.9.3 Indemnification

The Union shall indemnify and hold harmless the Library, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this Article. The Union shall refund to the Library any amounts paid to it in error upon presentation of supporting evidence.

4.9.4 Development of Law

In the event any portion of the California Government Code is amended to

address the transfer of monies between the Union and the Library, the parties will reopen this Article of the MOU to meet and confer regarding the change in law.

4.9.5 Government Code Provisions Incorporated by Reference

The parties incorporate by reference the provisions of Government Code Sections 1150-1157.12.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 Management Rights

The Library reserves, retains and is vested with any management rights as defined by the MMBA and cases interpreting that act, and not expressly granted to the Union by this Agreement, the Personnel Rules and Regulations or the Employer-Employee Relations Ordinance. These Management rights include the right to unilaterally make decisions on all subjects that are outside the scope of bargaining as defined by the MMBA.

Examples of these rights include the right to:

- a) Determine and modify the organization of the Library and its divisions/departments and work units
- b) Determine the mission of Departments, Committees, Facilities and Operations
- c) Determine the nature, standard, levels and mode of delivery of Library services to the public
- d) Determine the method, means, number and personnel by which services are provided
- e) Determine and modify job qualifications and job content
- f) Determine the type of equipment and technology used and the work to be performed by the equipment and technology
- g) Establish and enforce standards of performance
- h) Lay off employees

5.2 Notice of Management Decisions

To the extent required by the MMBA, the Library shall, except in cases of emergency, give the Union notice of Management decisions that have reasonably foreseeable impacts or effects on mandatory subjects of bargaining as defined by the MMBA in order to provide the Union the opportunity to meet and confer on impacts and effects identified by the Union that are within the scope of bargaining as defined by the MMBA.

5.3 Management Rights Not Grievable

The Library's exercise of its management rights is not subject to challenge through the grievance procedure, except where otherwise in conflict with a specific term of this MOU.

ARTICLE 6 - EMPLOYEE RIGHTS

6.1 Personnel Files

- 6.1.1 The Library and the Union agree that personnel files are not subject to public inspection, except in accordance with law.
- 6.1.2 Except as restricted by law or provided below, an employee shall have the right to inspect and review their own personnel file.
- 6.1.3 An employee who wants to review their own personnel file may do so during regular office hours by appointment. The appointment shall be scheduled within five (5) calendar days of the request. Requests will be expedited in the event that grievance or disciplinary due process time limits are pending.
- 6.1.4 All letters received by the Library that commend the performance of an employee shall be placed in that employee's personnel file.
- 6.1.5 No document shall be removed from an employee's personnel file without the knowledge and consent of the employee.
- 6.1.6 An employee may respond in writing, within 30 calendar days of notification, to any information placed in their personnel file. The response shall become a part of the employee's personnel file.
- 6.1.7 All employees shall have the opportunity to read any adverse comment being entered into their personnel file with the exception of the documents listed in Article 6.1.10. Employees may sign the document containing the adverse comment. Should an employee refuse to sign, that fact shall be noted on the document by the employee and then signed by the employee.
- 6.1.8 All personnel files are and remain the property of the Library.
- 6.1.9 Upon request, an employee shall be provided a reasonable number of copies of any document placed in the employee's personnel file except for an employment application, and the documents listed in Article 6.1.10.
- 6.1.10 Notwithstanding any other provision of this Article, the Library and the Union agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, and files pertaining to investigation of a possible criminal offense.

6.2 Access to Personnel Files

- 6.2.1 The personnel files of all employees are located in the Human Resources Office.

- 6.2.2 Should an employee wish to have their representative review their personnel file, the employee will provide their representative with a signed letter indicating consent to review their file. The representative shall present the consent letter prior to reviewing the employee's file.
- 6.2.3 With written authorization of the employee, the Union shall be provided copies of any document placed in the employee's file except such documents described in Article 6.1.10 above.
- 6.2.4 Upon the request of an employee, a written reprimand shall be removed from the personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to disciplinary action during the two (2) year period.

6.3 Supervisor Files

Supervisors may keep information, records and materials related to employee work performance. Materials kept separately by the employee's supervisor are not deemed part of the employee's personnel file. Supervisor notes and informal correspondence are not to be entered into an employee's personnel file until they have been seen and signed by the employee or witnessed that the employee has received a copy for review. Performance-related supervisor notes and correspondence that are not placed into an employee's personnel file shall be destroyed within two (2) years of the date they were created.

6.4 Performance Evaluation

Permanent employees shall have their performance evaluated annually by their immediate supervisor.

6.5 No Discrimination

Provisions of this MOU shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, ancestry, sex, sexual orientation, gender, gender identity, gender expression, race, color, creed, national origin, mental or physical disability, medical condition, genetic information, marital status, union activity, military or veteran status, political affiliation, pregnancy, childbirth, and related medical conditions, and any other classification protected by local, state or federal law. The Union and the Library shall equally share the responsibility of the application of this provision.

6.6 Job Descriptions

Copies of all job descriptions shall be posted on the staff intranet.

ARTICLE 7 - HOURS

7.1 Full-Time Work

- 7.1.1 A regular full-time work schedule is 80 hours of work within a bi-weekly pay period of 14 consecutive calendar days.
- 7.1.2 A regular full-time work day is eight (8) hours of work commencing with the start of the work shift.
- 7.1.3 Full-time employees may request an alternative work schedule in accordance with Article 7.8. Alternative work schedules of general application may be established by mutual agreement between the Union and the Library.
- 7.1.4 Regular full-time employees, with approval from their Division Manager and to meet operational needs, may work up to 10 hours a day, in accordance with Articles 7.4.2, 7.4.3, 7.8.2 and 7.8.4.

7.2 Part-Time Work

- 7.2.1 A regular part-time work schedule is less than 80 hours of work within a bi-weekly pay period of 14 consecutive calendar days.
- 7.2.2 All part-time employees, as defined, shall be included in the positions allocated to the Library, and shall be expressed as a full-time equivalent (FTE).
- 7.2.3 A regular part-time work day is eight (8) hours of work or less commencing with the start of the work shift.
- 7.2.4 Regular part-time employees, with approval from their supervisor and to meet operational needs, may work up to 10 hours a day but no more than 40 hours a week, in accordance with Articles 7.4.2 and 7.4.3.

7.3 Extra-Help Work

7.3.1 Use of Extra-Help

Extra-help employees are hired to provide coverage for absences of full-time and part-time employees, vacancies and/or to provide extra-help for temporary increases in workload. The Library will not use extra-help on a permanent basis to staff programs and services.

7.3.2 Compensation

Upon initial employment, all extra-help employees are compensated at Step 1 of the salary schedule for the job classification worked. An extra-help employee shall receive a step increase to Step 2 on completion of 2,080 hours in paid status. Upon completion of an additional 2,080 hours in paid status, an extra-help employee shall receive a step increase to Step 3. Extra-help employees are subject to any other change in rate of pay applicable to regular employees.

7.3.2.1 Effective with the first full pay period following approval of the MOU by the Library Commission, current extra-help employees shall receive the appropriate step increases required by Article 7.3.2.

7.3.3 Maximum Hours per Fiscal Year

The total number of hours worked by an extra-help employee shall not exceed 960 hours per fiscal year.

7.3.4 No Guarantee of Hours or Continued Employment

Extra-help employees do not have any guarantee of hours or continued employment. The Library has the right to add or remove extra-help employees from extra-help replacement software upon notice to the affected individual, not subject to the Disciplinary Procedure or Grievance Procedure as described in this MOU. Removal from extra-help replacement software will not preclude reapplication.

7.3.5 Holiday Compensation

Extra-help employees shall be eligible to receive holiday compensation for recognized holidays occurring during any calendar month in which the employee would otherwise have worked 160 hours.

7.3.6 Incorrect Assignments

If an employee arrives at an extra-help assignment and is informed by the person in charge that they have been incorrectly assigned, both parties should jointly determine the source of the error.

7.3.6.1 If the incorrect extra-help assignment is the Library's error, the employee has the following options:

- a) Work the extra-help assignment, or
- b) Be re-assigned to another extra-help assignment, or

- c) Decline to work another extra-help assignment and not receive compensation.

7.3.6.2 If the incorrect extra-help assignment is the employee's error, the employee has the following options:

- a) To be re-assigned to another extra-help assignment, or
- b) To decline to work another extra-help assignment and not receive compensation.

7.3.7 Hours Counted if Appointed to Regular Position

If an extra-help employee is appointed to a part-time or full-time allocated budgeted position, all hours worked as an extra-help employee shall be counted to determine the employee's initial step placement on the salary schedule.

7.4 Overtime and Compensatory Time Off (CTO)

7.4.1 Overtime

Employees are not permitted to work overtime except as authorized in writing by the appropriate Division Manager or designee.

7.4.1.1 In cases of emergency, when the employee's appropriate Division Manager or designee is not available, an employee may work overtime without receiving prior approval; however, approval should be obtained as soon as possible after the work is performed. Otherwise, working overtime without advance approval, as described in this Article, is grounds for discipline.

7.4.1.2 Employees authorized or directed to work overtime due to emergency situations must do so.

7.4.1.3 With the approval of a Division Manager, an employee may be authorized to work remotely.

7.4.2 Non-exempt Employees

If a non-exempt employee is authorized and actually works more than 40 hours in a workweek, the non-exempt employee will be compensated at the rate of one and a half hours for each hour of overtime worked payable either in cash at the employee's regular rate of pay or in CTO.

- 7.4.2.1 Prior to the end of the pay period in which overtime occurs, employees shall notify their supervisor of their choice to have overtime paid out or included in CTO. When an employee fails to notify the supervisor of their selection the default shall be CTO.
- 7.4.2.2 Only actual hours worked are counted toward the 40 hour threshold for the purposes of calculating FLSA overtime pay. For example, an employee's hours of sick leave and vacation absences during the workweek do not count toward the 40 hour threshold.

7.4.3 **Exempt Employees**

The Library will not schedule employees to work more than 80 hours in a pay period. The Library will encourage and make every attempt to allow exempt employees to flex their time rather than actually work more than 80 hours in a pay period. Should this not be possible, exempt employees who are authorized per Article 7.4.1 and actually work more than 80 hours in a pay period will be compensated at the rate of one and a half hours for each hour of overtime worked payable either in cash at the employee's base hourly rate or in CTO.

- 7.4.3.1 Only actual hours worked are counted toward the 80 hour threshold. For example, an employee's hours of sick leave and vacation absences during the workweek do not count toward the 80 hour threshold.

7.4.4 **Compensatory Time Off (CTO) – Use**

The Library will grant an employee's request to use their accrued CTO provided:

- a) The employee makes the request to their supervisor with reasonable notice, and
- b) The operational needs of the department can be reasonably met given the absence.

- 7.4.4.1 If the employee does not provide reasonable notice, or if the Library cannot accommodate the time off, the employee may cash out the CTO requested at the end of the following pay period.

7.4.5 **Payment for Compensatory Time above 80 Hours**

Employees shall be allowed to accumulate no more than 80 hours of CTO. Annually during the first pay period each November, all hours earned above this maximum will be compensated in cash at the employee's regular rate of pay.

7.4.6 Payment for Unused Compensatory Time at Separation

Each employee who separates from the Library shall be entitled to payment for 100% of accrued compensatory time at the higher of the employee's

- a) Regular rate of pay at the time of their separation, or
- b) An average of their base regular hourly rate of pay during the last three (3) years of employment.

7.5 Breaks and Meal Periods

7.5.1 Breaks

The Library shall grant paid, duty-free breaks in order to break up the workload and allow employees to rest. Breaks shall be considered as time worked. Breaks may not be taken at the beginning or the end of an employee's shift. Supervisors shall schedule employees' breaks.

For shifts of six (6) hours or less, the break shall be taken as close to the middle of the employee's shift as possible given operational needs.

- 7.5.1.1 Employees scheduled to work more than four (4) consecutive hours shall be granted an additional five (5) minutes of break time for each full hour worked. (See Article 7.5.3 below.)
- 7.5.1.2 For shifts of more than six (6) hours, breaks shall be taken as close to the middle of the first half of the employee's shift and as close to the middle of the second half of the employee's shift as possible given operational needs. For shifts of six (6) hours or more, breaks may be combined with the supervisor's approval considering operational needs.

7.5.2 Meal Periods – Duty-Free

- 7.5.2.1 Employees shall be required to take a duty-free, unpaid meal period for any work shift longer than six (6) hours, to be taken as close to the middle of the employee's shift as possible given operational needs. The duration of the meal period may not be less than 30 minutes, nor greater than 60 minutes. Supervisors shall schedule employees' meal periods. Different meal periods may be assigned to different departments in the Library. Duty-free meal periods shall not be considered as time worked. Generally, meal periods may not be combined with breaks and may not be taken at the beginning or end of an employee's shift. However, meal periods may be

combined with breaks with the Division Manager’s approval considering operational needs. An employee shall contact the employee’s immediate supervisor to request approval to combine a meal period and breaks. The immediate supervisor will contact the Division Manager regarding the employee’s request and inform the employee of the Division Manager’s decision.

7.5.2.2 In those special circumstances where any facility is staffed by only one scheduled employee, if the employee is entitled to a duty-free, unpaid meal period based on the chart in Article 7.5.3, that employee shall close the facility for the duty-free meal period not to exceed 60 minutes.

7.5.2.3 Meal Periods – Non-Duty-Free

The Library may authorize an employee to perform work during the employee’s meal period, or the Library may request an employee to remain at work during the employee’s meal period, in which case the time shall be compensated at time and one-half of the regular rate of pay.

7.5.3 Breaks and Meal Periods Chart

| Length of Shift (reflects actual hours worked and paid breaks) | Paid Break(s) Included in Length of Shift | Duty-Free, Unpaid Meal Period Not Included in Length of Shift |
|---|--|--|
| 4 hours | 15 minutes | None |
| 5 hours | 20 minutes | None |
| 6 hours | 25 minutes | None |
| 6.5 hours | 15 minutes and 10 minutes | 30-60 minutes |
| 7 hours | 15 minutes and 15 minutes | 30-60 minutes |
| 8 hours | 15 minutes and 15 minutes | 30-60 minutes |
| 9 hours | 20 minutes and 15 minutes | 30-60 minutes |
| 10 hours | 20 minutes and 20 minutes | 30-60 minutes |

7.6 Standby and Callback

7.6.1 Standby Duty

Standby duty requires that an employee, assigned by the employee's Division Manager or designee, be available for prompt response to urgent Library issues, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Standby duty shall not be considered as hours worked. In no case shall an employee continue to receive standby pay once called back to work.

7.6.1.1 Employees in Information Technology who are assigned standby duty to be available to monitor and address technical issues are credited with six (6) hours of pay at the employee's regular rate or six (6) hours of CTO for one (1) week of standby duty.

7.6.1.2 Employees in the Facilities Department may be assigned to standby duty to respond to emergencies in the absence of management personnel. Facilities employees assigned to standby duty shall be compensated at \$4.50 per hour for every hour assigned to standby duty.

7.6.2 Callback

If an employee must return to a work location to respond to a call after the employee has already left work for the day, they will be credited with a minimum of two (2) hours of overtime pay or CTO at time and one half for the time spent handling the situation, including travel time. In other cases, the Library does not call employees back to the work site. In emergency situations, Management personnel or commercial firms would typically be used.

7.6.2.1 Facilities employees who respond to telephone calls from or on behalf of the Library after hours, while not on standby duty, shall be compensated for the actual time worked but no less than 15 minutes.

7.7 Public Service Staffing

7.7.1 Public Service Work Schedules

Regular public service staff will not be regularly scheduled to work more than five (5) days per week. It is the intent of the Library to provide regular employees with two (2) consecutive days off, twice a month. Library supervisors will work to ensure this happens. Except for emergencies, the work

schedule for the majority of public service staff at a Library location shall not be changed without fifteen (15) working days' notice. The Library shall notify the Union and at the request of the Union shall meet and confer concerning the change. Such meet and confer shall begin within five (5) days of receipt of the notice.

7.7.2 Public Service Minimum Staffing

Unless otherwise approved by the employee's supervisor, there must be a minimum of two (2) employees in the building at any time worked outside of public service hours except at rural stations.

7.7.3 Absences of Regular Employees

Within established budgets, absences of regular employees may be covered using any of the following staffing resources:

- a) Part-time extra-help hours,
- b) Extra-help,
- c) Full-time extra-help hours,
- d) Regional staffing: including asking an employee to work at another location within their regular schedule or asking an employee to flex their time on a voluntary basis so that a branch can stay open.

7.7.4 Time Required to be Worked Beyond End of Shift

Regular public service staff who are required to stay in the building beyond the end of their shift will inform their supervisor of the overage of time and will record the time as hours worked. Employees shall be compensated for the actual time worked beyond the end of their shift in accordance with Article 7.4.2 or Article 7.4.3. Extra-help employees will record on their timesheet the actual time worked.

7.8 Work Schedules

7.8.1 Work Schedules Generally

Work schedules shall be assigned to the employee by their supervisor to meet the operational needs of the Library. Employees may request an alternative work schedule, participate in a job sharing arrangement and/or flex their time with the approval of their supervisor, Division Manager or designee, so long as the operational needs of the Library are met.

7.8.2 Alternative Work Schedules

The Library recognizes that alternative work schedules may benefit both employees and the Library. Employees may request and the Library may approve an alternative work schedule. Requests for alternative work schedules shall be made in writing to the appropriate supervisor or Division Manager. Different types of schedules may be implemented depending upon the operational needs of each department. The Library retains the right to determine the methods, means and personnel necessary to satisfy the operational needs of each department.

7.8.2.1 An employee requesting an alternative work schedule shall demonstrate as part of their request that the public service and/or operational needs of their department will continue to be met, and that any impacted employees are consulted regarding the requested alternative work schedule.

7.8.2.2 Requests meeting these criteria shall not be arbitrarily denied. Reasons for denial may include, but are not limited to, insufficient personnel and the inability to meet operational needs of the department. Denial of a specific request shall not be grievable.

7.8.2.3 Requests for alternative work schedules shall be given to the supervisor or Division Manager at least three (3) weeks before the proposed schedule is to begin. The approving authority's response, in writing, shall be given to employees within two (2) weeks. Alternative work schedules shall start at the beginning of a pay period and end at the end of a pay period.

7.8.2.4 An alternative work schedule may be discontinued due to:

- a) A change in personnel, or
- b) At the request of the employee, or
- c) The determination by the Library that operational needs are being adversely affected.

A discontinued alternative work schedule might not result in the employee reverting to their previous fixed work schedule.

7.8.2.5 Whenever possible, notice regarding discontinuation of an alternative work schedule shall be made in writing to the employee or

supervisor a minimum of two (2) weeks before the alternative work schedule is to be discontinued.

7.8.2.6 An alternative work schedule does not entitle an employee to additional compensation above their previous fixed work schedule.

7.8.2.7 When there is a holiday, the following schedule options are available to part-time employees and employees on an approved alternative work schedule. The employee and supervisor shall discuss the options prior to the holiday and reach mutual agreement on which option will be used, according to the following priority order:

- a) Flex the employee's time for the week or pay period in which the holiday falls to ensure the employee receives the entitled number of paid holiday hours and works the remaining number of hours.
- b) Use paid vacation or CTO for any regularly scheduled hours in excess of the entitled paid holiday hours.
- c) Earn CTO for the number of hours the employee would have normally been entitled to as paid holiday hours if the holiday falls on a regularly scheduled day off.

7.8.3 **Flex Time**

An employee may request a deviation from their regular work schedule in order to accommodate personal needs or operational needs. Approval of employee requests shall be at the discretion of the employee's supervisor or Division Manager. On occasion, the Library may request an employee flex their time; however, agreement to do so shall be voluntary.

7.8.4 **Job Sharing**

7.8.4.1 The Library recognizes that job sharing arrangements may be of benefit to both the employee and the Library. Employees may request, and the Library may approve, a job sharing arrangement so long as the operational needs of the Library are met. The Library may review the effectiveness of a job sharing arrangement as the Library deems necessary. Job sharing arrangements are not intended to be permanent.

7.8.4.2 A job sharing arrangement may only be made between employees within the same classifications, not limited to the same salary step.

A job sharing arrangement may not increase or decrease the total combined FTE of the position(s) being considered.

- 7.8.4.3 Requests for job sharing arrangements shall be made in writing to the supervisor or Division Manager at least four (4) weeks before the proposed schedule is to begin. Employees requesting job sharing arrangements will demonstrate as part of their request that the public service and/or operational needs of the department will continue to be met. The supervisor or Division Manager will consult all affected employees in the department regarding the requested job sharing arrangement. The supervisor or Division Manager shall respond in writing to the employees requesting a job sharing arrangement within two (2) weeks after receiving the proposal.
- 7.8.4.4 Requests meeting the criteria above shall not be arbitrarily denied. Reasons for denial may include, but are not limited to, staff safety and/or operational needs. Denial of a specific request will not be grievable.
- 7.8.4.5 Job sharing arrangements are at the sole discretion of the Library and may be discontinued by the Library at any time with a written notice to the employee(s) of at least four (4) weeks. The notice shall contain the operational reasons for the discontinuation. Employees will have an opportunity to respond verbally or in writing to their manager within five (5) calendar days of the notice. A discontinued job sharing arrangement might not result in all affected employees reverting to their previous fixed work schedules.
- 7.8.4.6 Job sharing arrangements may be discontinued by one or more of the employees at any time with written notice of at least four (4) weeks to the Library. In the event the job share is discontinued by one or more of the employees, the original incumbent in the position will have first option to assume the full FTE.
- 7.8.4.7 Any vacancy occurring in a job sharing arrangement shall result in the arrangement being discontinued. If one employee from the original job sharing arrangement remains, that employee shall have first option to assume the vacated FTE or propose an alternative job sharing arrangement with the supervisor's approval. The Library shall have the discretion to approve or deny a new job sharing arrangement.
- 7.8.4.8 Employees in a job sharing arrangement are entitled to prorated benefits including vacation and sick leave accruals, in accordance

with this MOU. Employees whose job sharing arrangement results in their working less than 20 hours per week are entitled to prorated vacation and sick leave accrual, but are not entitled to health care, vision and dental benefits.

ARTICLE 8 - SALARY AND COMPENSATION

8.1 Salaries

Salaries at step one for each represented classification are specified in Appendix A. The complete salary schedule can be found on the staff Intranet.

8.1.1 Effective Date of Increases

Each pay increase as provided herein shall be effective with the first day of the first full pay period of the month in which it becomes effective.

8.1.2 2022 Salary Schedule Increase

Effective the first full pay period in January 2022, base salary schedules for bargaining unit job classifications shall be increased by 5.0%. 2023 Salary Schedule Increase

8.1.3 2023 Salary Schedule Increase

Effective the first full pay period in January 2023, base salary schedules for bargaining unit job classifications shall be increased by 4.0%.

8.1.4 2024 Salary Schedule Increase

Effective the first full pay period in January 2024, base salary schedules for bargaining unit job classifications shall be increased by 4.0%.

8.2 Salary upon Status Change

8.2.1 Salary upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the class. Employment of individuals who possess special qualifications and/or experience higher than the minimum qualifications prescribed for the particular class may be authorized at rates higher than the minimum by approval of the Library Director and the Human Resources Manager.

8.2.2 Salary upon Restoration or Reappointment

Any employee who resigns in good standing or is displaced, laid off, or voluntarily demoted in lieu of layoff and who is reappointed in the same class or a closely related class in the same salary range or in a lower salary range within 18 months after their resignation shall be paid in the appropriate salary range at 2022-2024 MOU between the Sonoma County Library and SEIU Local 1021

the rate nearest the rate at which they would be paid if the separation from service had not taken place. The employee shall be considered for a step increase when their total hours in paid status before and after separation and restoration equal the number of hours required for step increases during continuous employment.

8.2.3 Salary upon Promotion

8.2.3.1 Except as otherwise provided herein, an employee who is promoted shall receive the salary step rate of the appropriate range which would constitute an increase of salary most closely equivalent to 5% of their salary step rate before promotion, but not less than the minimum salary step of the new class, nor greater than the maximum salary step of the new class.

8.2.3.2 If a promotion occurs on the same day a step increase is due and approved, the step increase shall be computed first, and subsequently the increase due to promotion.

8.2.3.3 An employee who is promoted shall be considered for a step increase after working 2,080 hours in the new position.

8.2.4 Advanced Salary upon Promotion

Upon promotion of an employee to a new class, the Human Resources Manager may recommend to the Library Director that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled but which in no way exceeds the top of the range.

8.2.5 Salary Advance Adjustment

On occasions where new employees are appointed at a pay rate above the salary range minimum, the Library Director or designee, shall adjust salaries of all existing employees in the same classification with the same minimum qualifications or experience to a higher rate no less than the rate of the new employee(s), and in all cases no less than 5%, and not to exceed the tenth step. The increase shall not act to postpone consideration for any subsequent step increase for which an incumbent may become eligible. The Labor Management Committee (LMC) shall be notified.

8.2.6 Salary upon Demotion

8.2.6.1 Demotion

An employee who, for any reason, is demoted to a class which they

formerly occupied in good standing during the same period of continuous employment, shall have their salary reduced to the salary they would have received if they had remained in the lower class throughout their period of service in the higher class. Their eligibility for step increases shall be determined as if they had remained in the lower class throughout their period of service in the higher class.

8.2.7 Salary upon Transfer

In the case of the transfer of an employee from a position in the same class or in another class to which the same salary range is applicable, the employee shall continue at the same salary step.

8.2.8 Salary upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary range to another shall continue at the same salary step.

8.2.9 Salary upon Reclassification of Position

8.2.9.1 Whenever a position is reclassified to a class, which is allocated to the same salary range, the incumbent shall retain the same salary received prior to the reclassification.

8.2.9.2 Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary of the incumbent shall be as provided by Article 8.2.3 upon promotion.

8.2.9.3 Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by Article 8.2.6.3 upon voluntary demotion. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Human Resources Manager may recommend that the incumbent shall continue to receive their previously authorized salary until termination of their employment in the position, or until a salary step in the new range reflects a higher rate of pay than that being received. Payroll records shall show the incumbent as being paid at a special fixed rate (Y-rate) for their class.

8.2.10 Step Increases within Salary Ranges

8.2.10.1 Step increases shall be made within the appropriate salary range for the class by computing the salary step rate that is most closely

equivalent to 2.5% higher than the previous salary step rate.

8.2.10.2 Each employee shall receive an initial step increase upon completion of 2,080 hours in paid status. Employees shall receive subsequent step increases every 2,080 hours thereafter. For the purpose of calculating step increases, hours in paid status in a different class at the same or higher salary shall be included in the total. Except as provided in Article 8.2.3 above, all hours in paid status to be credited for this purpose must be performed during continuous employment.

8.3 Special Assignment Premiums

8.3.1 Salary upon Temporary Promotion

8.3.1.1 An employee assigned by the Library to perform the majority of the duties of a higher classification (i.e. due to a vacancy caused by resignation, termination, promotion, or an approved leave of absence), must have a change of status form completed and must meet the minimum qualifications of the higher classification. The employee who continuously performs duties of the said higher classification for more than 80 actual work hours shall be paid retroactive to the first hour worked and thereafter according to the salary of the range for the new class which would constitute an increase in salary equivalent to 5% greater than the employee's salary before the temporary promotion, but not less than the minimum salary of the new class, nor greater than the maximum salary of the new class. They shall receive an increase for the position in accordance with Article 8.2.10 as though they had been appointed on the day that they began receiving the salary designated for the position.

8.3.2 Bilingual Pay

Bilingual employees who have demonstrated a language proficiency of job-related terminology acceptable to the supervisor and the Human Resources Manager, and who use their skills at least 10% of their work time, will be compensated as follows:

| Tier | Description | Hourly compensation above base rate |
|--------|---|-------------------------------------|
| Spoken | The employee possesses basic spoken language skills in a language | \$1.00 per hour |

| | | |
|---------------------|---|--|
| | other than English. | |
| Special Assignments | The employee is assigned to use their written language or higher-level bilingual skills as determined by the Library. | \$2.00 per hour pay for all hours employee is performing the special assignment. |

For positions where bilingual skills are required as a minimum qualification, the Library will certify the employee’s qualifications to use the skills; however, the employee will be compensated for all hours actually worked from date of hire. The Library will assess an employee’s bilingual skills during paid work time and pay mileage for required travel to and from the assessment site.

The bilingual pay will be removed if the employee transfers to a position in which there is no longer a need for the use of bilingual skills in the course of the employee’s duties.

8.3.3 Lead Worker Premium Pay

An employee who is assigned to a designated lead worker position and who regularly functions in a lead capacity shall be paid an additional 2.5% of the employee’s base hourly rate for all hours in paid status. This premium pay is to compensate for additional responsibilities such as functional supervision, training and direction in a designated area of responsibility. The premium pay is for the work assignment and should not be considered an entitlement by the employee should the employee no longer be assigned the lead worker responsibilities.

8.3.4 Premium Rate for Work on Holidays

8.3.4.1 An employee who works on an actual or Library-observed holiday on which the Library is open to the public will be paid for hours worked and shall also be credited with one (1) hour of CTO for each hour the employee actually works the regularly scheduled holiday up to eight (8) hours or a prorated amount for part-time employees.

8.3.4.2 Any regular full-time or part-time employee required to work on an actual or Library-observed holiday on which the Library is closed to the public will be compensated for holiday hours for the number of hours regularly scheduled to work, up to eight (8) hours or a prorated amount for part-time employees, plus time and a half of base pay for all hours actually worked on the holiday.

8.3.4.3 An employee who works both the actual and Library-observed holiday may only receive the holiday premium rate for hours worked on one of those days, to be selected by the employee.

8.3.5 Premium Pay for Work on Sunday

8.3.5.1 Effective January 2020 or as soon as the Library expands Sunday hours to more than one location, whichever occurs first, any employee who works on Sunday shall be paid an additional 15% of the employee's base hourly rate for all hours actually worked on a Sunday. The Sunday work premium pay shall not apply to non-mandated staff development scheduled on a Sunday.

8.4 Deferred Compensation

8.4.1 The Library agrees to offer a voluntary deferred compensation plan for bargaining unit employees. See Article 9.3.2.1.

8.4.2 Nothing herein renders the Library liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any Library deferred compensation plan or portion thereof.

8.4.3 Article 8.4 does not apply to extra-help employees.

ARTICLE 9 - EXPENSES AND REIMBURSEMENTS

9.1 Personal Property Reimbursement

Upon recommendation of the appointing authority, the Library, in accordance with Government Code Section 53240, shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value may be paid.

9.2 Work Clothes and Safety Boots

9.2.1 Uniforms and Safety Boots as Condition of Employment

The Library and the Union agree uniform items and safety boots are required as a condition of employment, not adaptable for general use as ordinary clothing, and employees shall not wear uniforms outside employment with the Library.

9.2.2 Building Mechanics and Delivery Drivers

Each regular employee in the job classes Building Mechanic I, Building Mechanic II, and Senior Building Mechanic, Delivery Driver and Supervising Delivery Driver are required to wear uniforms and shall be issued the following work clothes:

- a) 5 shirts,
- b) 5 pants, and
- c) 1 hat.

9.2.2.1 The total annual value of these work clothes shall not exceed six hundred sixty five dollars (\$665) and shall be reported to CalPERS periodically as earned.

9.2.3 Safety Boots

Each employee in the classes of Building Mechanic I, Building Mechanic II, Senior Building Mechanic, Delivery Driver, and Supervising Delivery Driver shall be entitled to an allowance of up to two hundred fifty dollars (\$250) toward the purchase of safety boots.

9.2.4 Replacement of Articles

Employees may request replacement for worn out or damaged articles by

presenting the worn out articles to their Division Manager at the time of the request. The Library agrees to replace issued items on an as-needed basis to a reasonable limit prescribed by the Library.

9.2.5 Responsibility of the Employee

Each employee issued prescribed work clothes, uniforms, safety boots or apparel shall be expected to wear and possess all items required for the employee's specific work assignment. Any employee not in conformance with the above Article may be subject to discipline.

9.2.6 Return of Articles upon Separation

Any employee who terminates employment with the Library must return all uniforms, work clothes, and safety apparel items to the Library, except safety boots, shoes, and prescription safety glasses.

9.2.7 Safety Equipment

The Library shall provide safety equipment to each Library for employees required to perform occasional and limited janitorial tasks. Specific items to be provided shall be determined by the Safety Committee.

9.3 Staff Development and Wellness

Paid leave will be granted for Library-approved attendance at conferences, workshops, seminars and other programs.

9.3.1 Types of Staff Development

9.3.1.1 Continuing Education

Where an employee voluntarily elects to attend a course at an independent school, college, or language development course during time outside of the employee's regular work hours, and there is reasonable expectation that the employee's work performance will be enhanced as a result of the course of study, the Library will reimburse the expenses for tuition and/or books up to the current balance of the employee's staff development allotment, subject to supervisory approval. An employee must provide proof of successful completion before receiving reimbursement for a course. No reimbursement shall be authorized for any employee who receives reimbursement from another source.

9.3.1.2 **In-Service Training**

The Library recognizes the mutual benefit of in-service training and shall make every effort to provide training to maintain and enhance employee's skills. This may include staff exchanges, training related to reasonable promotional opportunities within the Library, and training in health and safety, new technology, customer service, and emerging trends. Training courses shall have a direct bearing on the work of the employee. Attendance at trainings must be approved by the employee's supervisor.

9.3.1.3 **Conferences, Workshops, Seminars and Other Programs**

Library-Mandated. Library-mandated attendance does not require the use of an employee's staff development allotment. Expenditures for library-mandated attendance will be paid in full by the Library, including registration, transportation, lodging, and per diem expenses.

Non-Mandated. The Library determines which employees are eligible to use their staff development allotment for attendance at work-related conferences, workshops, seminars, and other programs each year. Attendance must first be approved by the employee's supervisor before a final determination is made by the Library.

Staff may also request funding from the Library Conference fund. The Library will notify staff on a regular basis of the process and procedures to apply for these funds.

9.3.1.4 **Professional Organization Dues, Memberships and License Fees**

The Library will reimburse costs, up to the current balance of the employee's staff development allotment, associated with membership in professional organizations when directly related to an employee's present position or career advancement within the Library and approved by the employee's supervisor.

9.3.2 **Wellness Benefit**

Up to two hundred dollars (\$200) per fiscal year of an employee's Staff Development allotment may be used for reimbursement for wellness related expenses. Eligible expenses include programs or classes related to physical fitness, weight reduction, gym memberships, smoking cessation, nutrition or other health related topics, subject to the approval of the Human Resources Manager. Expenses may not be claimed simultaneously through a Health
2022-2024 MOU between the Sonoma County Library and SEIU Local 1021

Reimbursement Flexible Spending Account.

9.3.2.1 Deferred Compensation Matching Funds

Effective the first full pay period in January 2017, up to two hundred dollars (\$200) per fiscal year of the Wellness Benefit as described in Article 9.3.2 can be used by employees as matching funds for deferred compensation. The staff development annual allotment described in Article 9.3.3 shall not be changed.

9.3.3 Staff Development Annual Allotment

- a) The Library shall provide employees regularly scheduled to work at least 60 hours per pay period a five hundred dollar (\$500) annual allotment for staff development.
- b) The Library shall provide part-time employees regularly scheduled to work less than 60 hours per pay period a two hundred fifty dollar (\$250) annual allotment for staff development.
- c) Each employee may roll over one-half of their remaining annual allotment each fiscal year.
- d) Other than the amount rolled over, any remaining amount not used will be forfeited.
- e) Up to two hundred dollars (\$200) of the annual allotment may be used for wellness related expenses in accordance with Article 9.3.2

9.4 Mileage Reimbursement

- 9.4.1 Employees driving their own motor vehicle for travel required in the performance of official duty shall be reimbursed at the IRS rate.
- 9.4.2 Employees required to travel to a work site that is a greater distance from their residence than their regularly assigned work site shall be reimbursed for the additional distance at the IRS rate.
- 9.4.3 Extra-help employees will be assigned a “home branch” that is closest to the extra-help employee’s residence. Extra-help employee assignments greater than a 24 mile round trip between the “home branch” and the branch where the extra-help employee is assigned will be reimbursed at the IRS rate for the additional mileage. A prepared mileage chart will be used for this calculation.
- 9.4.4 Claims not submitted within six (6) months shall not be valid.

9.5 Parking Reimbursement

9.5.1 Each employee of the Central Library shall be reimbursed for actual demonstrated parking expenses up to a limit of the cost of a monthly parking permit in the City of Santa Rosa Parking Facility #3.

9.5.2 Alternatively, eligible employees will be reimbursed for bus fares.

9.5.3 Employees assigned to a location other than the Central Library shall be reimbursed for actual, demonstrated parking expenses, up to a limit of the maximum daily rate in the City of Santa Rosa Parking Facility #3, incurred when attending meetings (or performing other library work) at the Central Library.

9.5.4 Extra-help employees assigned to work at Central shall have demonstrated parking expenses for up to an eight (8) hour shift reimbursed at the following rate:

| Hours of Shift | Rate of Reimbursement |
|----------------|-----------------------|
| 8 | \$7.50 |
| 6 | \$5.25 |
| 4 | \$3.75 |
| 2 | \$2.25 |

If during the term of this MOU the City of Santa Rosa changes its parking rates, the Library will raise its reimbursement comparably.

9.5.5 Claims not submitted within six (6) months shall not be valid.

9.6 Cell Phone and Internet Access Reimbursement

Each employee required to utilize personal internet access for work-related purposes shall be reimbursed \$10 per month. Each employee required to utilize a personal cell phone for work-related purposes shall be reimbursed \$10.83 per month. Reimbursement must be approved in advance of use. Reimbursement will be made on a quarterly basis. In lieu of reimbursement for personal cell phone usage, the Library may elect to provide a Library cell phone for work-related use.

ARTICLE 10 - HEALTH AND WELFARE BENEFITS

10.1 Insurance Plans – Documents or Contracts Controlling

While this MOU mentions various benefits and provisions of benefit programs, specific details of benefits provided for medical, dental, vision, life, and long-term disability programs; worker's compensation; and State Disability Insurance and Paid Family Leave shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the Library; or by the Public Employees Medical and Hospital Care Act (PEMHCA) and CalPERS rules and regulations; or by state law and the State Employment Development Department (EDD) rules and regulations.

10.2 Participation

Election to participate in the health, dental and vision plan(s) takes place during the first full pay period following employment or during the annual open enrollment period.

10.3 Effective Date for Coverage upon Employment

Employees will be eligible for health, dental and vision benefits on the first day of the month following date of hire.

10.4 Domestic Partner Health, Vision, and Dental Coverage

The Library offers medical, dental, and vision coverage to eligible domestic partners of employees. In order to be eligible for this coverage, the employee must meet all eligibility requirements as contained in this MOU and the domestic partners must be registered in accordance with Family Code Section 297 and must provide proof to the Library of registration with the State of California.

10.4.1 Domestic partners of employees or retirees who are not registered with the State of California as provided under Family Code Section 297, and who received Library benefits as of September 25, 2010, will be grandfathered to continue to receive health, vision and dental coverage in accordance with existing library policies.

10.5 Part-time Employee Benefits

Part-time employees who are regularly scheduled to work a minimum of 20 hours per week will be eligible for a prorated share of the Library's contribution toward health insurance premiums (Article 10.7.1) based on their regularly scheduled hours, and will pay a prorated share.

10.5.1 Based on the average number of hours in paid status from the previous fiscal year, the flat rate allocation shall be adjusted annually for all part-time employees prior to open enrollment.

10.5.1.2 When an employee has a change in their FTE, their flat rate allocation will be adjusted, and they will pay a prorated share of benefits based on the FTE of their permanent position for the remainder of the calendar year.

10.5.2 Hours worked as an extra-help employee will not count towards the flat rate allocation under Article 10.5.1, if an extra-help employee is appointed to a part-time allocated budgeted position per Article 7.3.7.

10.6 **Premium Only Plan and Flexible Spending Plans**

The Library offers a Premium Only Plan whereby health, dental, and vision insurance premiums are paid on a pre-tax basis. The Library offers Health and Dependent Care Flexible Spending Plans (IRS 105, 125, and 129) whereby employees can contribute money on a pre-tax basis in order to be reimbursed for health and/or dependent care expenses.

10.7 **Health Insurance**

The Library offers health insurance plans for full-time and part-time employees and their dependents through PEMHCA, administered by CalPERS.

10.7.1 **Library Health Plan Contribution**

The Library will pay, on behalf of every full-time, active employee enrolled in a Library health plan the cost of the employee's selected plan and level of coverage, up to a maximum of 80%, 82%, or 84% of the cost of a full-time employee's selected level of coverage for the Kaiser plan (i.e., employee only, employee plus one, or employee plus family), based on the employee's primary job classification. See Appendix B – Medical Plan Grouping.

10.8 **Dental Insurance**

The Library pays the full premium cost of coverage for full-time employees and their dependents, and a prorated amount for part-time employees and their dependents. Any increased cost in premiums for dental benefits during the term of this MOU shall be paid by the Library in the same manner as is paid at present.

10.9 **Vision Care Insurance**

The Library pays the full premium costs of coverage for full-time employees and their dependents.

dependents. Part-time employees are required to pay a prorated share of the premium cost. This coverage includes specific provisions for those employees who use a video display terminal 20 hours per week. Any increased cost in premiums for vision benefits during the term of this MOU shall be paid by the Library in the same manner as is paid at present.

10.9.1 VDT (Video Display Terminal) - Benefit and Eligibility

10.9.2 The Library maintains a VDT program related to vision care. Employees assigned to use a VDT as a part of their regular duties for 20 hours per week or more on an ongoing basis will be entitled to the VDT benefit. Employees eligible for the benefit must include a VDT eye exam with their annual Vision Service Plan (VSP) eye exam. They will receive a VDT eye exam through a VSP network doctor of their choice, and, if prescribed, special lenses and frames will be provided to them through arrangement with VSP. Employees who do not meet the ongoing 20 hour per week threshold, but are experiencing problems, can contact their supervisor to arrange for an assessment by the Human Resource Manager.

10.10 Continuation of Insurance Contribution During Leave of Absence Without Pay

10.10.1 Except as provided in Article 10.10.3 below, if an employee goes on leave of absence without pay that reduces the employee's time in paid status to less than 50% of the employee's regular work schedule in a pay period, the Library will cease to pay the employee's insurance contributions. The employee must pay their insurance premiums if they want to continue insurance coverage.

10.10.2 If an employee goes on leave of absence without pay which reduces the employee's time in paid status to no less than 50% of the employee's regular schedule in a pay period, the Library will continue to pay the employee's regular insurance contributions.

10.10.3 When an employee exhausts all but 40 hours of sick leave and goes on medical (including FMLA/CFRA leave) or pregnancy disability leave without pay, the Library will make its regular contribution to the employee's health, dental, vision, life and LTD insurance benefits for a period not to exceed 13 pay periods per disability. Beginning with the 14th pay period, the employee will be entitled to continue regular insurance coverage by paying their own insurance premiums. The Library will provide reasonable advance notice prior to the exhaustion of the 13 pay periods of the employee's obligations regarding the opportunity to continue employee paid benefits.

10.10.4 An employee who is entitled to and wants to continue insurance coverage as specified in Article 10.10 must notify the Budget and Finance Office no later than three calendar days after the first day of the leave of absence without pay,

of the intent to continue insurance coverage. Special forms will be provided for this purpose.

10.10.5 Premiums shall be paid by the employee to the Budget and Finance Office no later than the first day of the month for which the premium is due. The premium is considered late and the benefit(s) may be cancelled if the payment is more than 30 calendar days late.

10.10.6 The Library does not pay insurance premiums for dependent coverage under Article 10.10 except as required by law.

10.11 Long-Term Disability Insurance

During the term of this MOU the Library will maintain long-term disability insurance for employees working 16 or more hours per week. The waiting period for benefit eligibility will be 60 calendar days and the maximum benefit level will be \$7,000 per month. The Library will pay the full costs of this coverage.

10.12 Life Insurance

A life insurance policy covering regular employees shall be maintained through the term of this MOU with a benefit level of \$30,000.

10.13 Employee Assistance Program (EAP)

The Library will continue the Employee Assistance Program to assist employees and eligible family members resolve a broad range of personal problems affecting emotional health, family life and work life.

10.14 Worker's Compensation

Employees absent from work for injuries compensable by worker's compensation may use their own accumulated balances of sick leave, vacation leave or CTO to add to their worker's compensation benefits so that the employee may receive their regular salary. Employees accrue only vacation and sick leave while in paid status with the Library.

10.15 State Disability Insurance (SDI) and Paid Family Leave (PFL)

Employees are covered by SDI and PFL programs administered by the California State Employment Development Department (EDD). Employees pay the full premium costs for this coverage through automatic payroll deduction. Employees are responsible for filing and managing their claims for these benefits directly with EDD. The Library is responsible for the payroll deduction and transmission to the State of employees' contributions for SDI and PFL.

10.16 Retirees

10.16.1 Retiree Health Insurance Eligibility (Group 1) - Employees Hired on or Prior to July 1, 1997

- a) Full-time employees hired on or prior to July 1, 1997.
- b) Employees hired on or prior to July 1, 1997 who were full-time permanent employees as of July 1, 2005.
- c) Part-time employees hired on or prior to July 1, 1997 who were contributing members of the California Public Employees Retirement System (CalPERS) and were enrolled in a library-sponsored health insurance plan as of January 1, 2005.

10.16.1.1 The Library shall provide health insurance benefits at the same level of benefits and at the same percentage cost to the retiree as those being provided for current employees. Employees who retire from a part-time position will pay the same prorated share as current employees working the same number of regularly scheduled hours. The retiree may enroll one or more eligible dependents in the group health plan covering the retiree.

10.16.1.2 The Library shall contribute the cost for one or more dependents towards a health plan premium at the same level of benefits and at the same percentage cost to the retiree as those being provided for current employees.

10.16.2 Retiree Health Insurance Eligibility (Group 2) - Employees Hired or Rehired Between July 2, 1997 and November 5, 2013

- a) At least 10 years of Library service (consecutively or non-consecutively), and
- b) A contributing member of CalPERS for the same length of time.

10.16.2.1 The Library shall contribute for the retiree only at the same level of benefits and at the same percentage cost to the retiree as provided for current employees. Employees who retire from a part-time position will pay the same prorated share as current employees working the same number of regularly scheduled hours.

10.16.2.2 The retiree may enroll one or more eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total cost of the dependent(s) premium.

10.16.2.3 With respect to the retiree who has been employed by the Library for at least 20 years and meets the above criteria, the retiree may enroll one or more eligible dependents in the group health plan covering the retiree. The Library shall contribute towards a health plan premium for only one dependent at the same level of benefits and at the same percentage cost as is done for current employees. The retiree is responsible for the total costs of the premium for more than one dependent.

10.16.3 Retiree Health Insurance Eligibility (Group 3) - Employees Hired or Rehired on or after November 6, 2013

- a) At least 15 years of consecutive Library service, and
- b) A contributing member of CalPERS for the full length of time of service with the Library, and
- c) Provide proof of filing for CalPERS retirement to the Library within 120 calendar days of separation from the Library.

10.16.3.1 The Library shall contribute to health insurance for the retiree only. Contributions shall be made at the same percentage cost to the retiree as provided for current active employees up until the time that the retiree reaches the age of eligibility for Medicare. Employees who retire from a part-time position will pay the same prorated share as active employees working the same number of regularly scheduled hours, up until the time that the retiree reaches the age of eligibility for Medicare. When the retiree becomes eligible for Medicare, the Library will cease to make contributions for the retiree's health insurance.

10.16.3.2 The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total cost of the dependent(s) premium.

10.16.3.3 For regular full-time Library employees hired or rehired after November 6, 2013, effective two (2) years after hire, the Library will contribute \$2,400 into a Health Reimbursement Account. Each pay period thereafter, while the employee is in paid status with the Library, the Library shall contribute quarterly \$46.15 per pay period. Participants may access the accrued balance in their HRA account for reimbursement of permitted medical expenses in accordance with the HRA plan and legal regulations.

10.16.3.4 If the employee separates employment before meeting the minimum eligibility requirement of two (2) years of consecutive employment with the Library, the employee shall receive no HRA contribution.

10.16.3.5 Regular, part-time Library employees in an allocated position of .5 or more FTE, who are hired or rehired after November 6, 2013, will receive a prorated amount of the Library's contribution.

10.16.4 Medicare Reimbursement

Upon proof of enrollment in Medicare Parts A & B, retirees eligible for retiree health insurance under all three (3) groups are eligible for Part B Medicare reimbursement for the retiree only.

10.16.5 Equitable Health Plan Contributions

In no event shall employees hired or rehired after July 1, 1997 be entitled to receive greater contributions from the Library for a health plan upon retirement than the Library pays for employees hired or rehired before July 1, 1997.

10.16.6 Retiree Dental and Vision

The Library agrees to provide access to dental and vision insurance to employees at the time of retirement at the same level of benefits as those being provided to full-time employees, but the cost must be borne in full by the retiree. Should a retiree cancel either dental or vision insurance, the retiree will not be eligible to re-enroll in the insurance plan.

ARTICLE 11 - HOLIDAYS

11.1 Holiday Pay

Holiday pay is only provided for full-time and part-time employees. Full-time employees receive eight (8) hours of holiday pay for each full day holiday listed in Article 11.2 and part-time employees receive holiday pay equal to one-tenth of the hours regularly scheduled to work during a pay period.

- 11.1.1 Full-time employees receive four (4) hours of holiday pay for each half day holiday listed in Article 11.2. Part-time employees receive holiday pay equal to half of one-tenth of the hours regularly scheduled to work during a pay period for the half day holidays listed below.
- 11.1.2 To be entitled to holiday pay, an employee must be in paid status within the pay period of the designated holiday. This Article is not applicable to extra-help employees.
- 11.1.3 An employee's work schedule during the week of a holiday may include a change to their regular work schedule depending on operational needs.

11.2 Scheduled Holidays

All Library facilities shall be closed on the following holidays:

1. New Year's Day, January 1*
2. Martin Luther King, Jr.'s Birthday, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. César Chávez Day, March 31*
5. Memorial Day, Last Monday in May
6. Juneteenth*
7. Independence Day, July 4*
8. Labor Day, 1st Monday in September
9. Veterans Day, November 11*
10. Thanksgiving Day, 4th Thursday in November
11. Day after Thanksgiving
12. Christmas Eve, December 24 (half day)
13. Christmas Day, December 25*
14. New Year's Eve, December 31 (half day)
15. Any day appointed by the Governor of California, the President of the United States, or the Sonoma County Board of Supervisors as a day of mourning or thanksgiving. This provision is limited to one-time specific events and is not intended to increase the number of annual paid holidays.

***Date Specific Holiday**

If a date specific holiday listed in Section 11.2 falls on a Saturday, library facilities will be closed on Saturday (Actual Holiday) and Friday (Observed Holiday). If a date specific holiday listed in Section 11.2 falls on a Sunday, library facilities will be closed on Sunday (Actual Holiday) and Monday (Observed Holiday).

If Christmas Eve or New Years' Eve Falls on an Observed Holiday, employees will receive 4 hours floating holiday time, or a prorated amount based on FTE for part time employees. This time must be used in the calendar year following the receipt of the floating holiday time.

11.3 Premium Rate for Work on Holidays

- 11.3.1 An employee who works on an actual or Library-observed holiday on which the Library is open to the public will be paid for hours worked and credited CTO for the number of hours regularly scheduled to work, up to eight (8) hours or a prorated amount for part-time employees.
- 11.3.2 Any regular full-time or part-time employee required to work on an actual or Library-observed holiday on which the Library is closed to the public will be compensated for holiday hours for the number of hours regularly scheduled to work, up to eight (8) hours or a prorated amount for part-time employees, plus time and a half of base pay for all hours actually worked on the holiday.
- 11.3.3 An employee who works both the actual and Library-observed holiday may only receive the holiday premium rate for hours worked on one of those days, to be selected by the employee.

11.4 Holiday Scheduling Options (Part-time Employees)

When there is a holiday, the following schedule options are available to part-time employees and employees on an approved alternative work schedule. The employee and supervisor shall discuss the options prior to the holiday and reach mutual agreement on which option will be used, according to the following priority order:

- a) Flex the employee's time for the week or pay period in which the holiday falls to ensure the employee receives the entitled number of paid holiday hours and works the remaining number of hours,
- b) Use paid vacation or CTO for any regularly scheduled hours in excess of the entitled paid holiday hours, or
- c) Earn CTO for the number of hours the employee would have normally been entitled to as paid holiday hours if the holiday falls on a regularly scheduled day off.

11.5 Christmas Eve and New Year's Eve

Staff will be scheduled for four-hour shifts at open branches.

11.6 Compensatory Time Off (CTO) for Floating Holiday

Each full-time employee who is in paid status during the pay period(s) which includes the last day of June and the first day of July shall be granted eight (8) hours of CTO. Each part-time employee shall be entitled to a prorated amount of hours.

11.7 Non-Holiday Closures

11.7.1 All Library facilities shall be closed on Easter Sunday.

11.7.2 All Library facilities shall close at 6 p.m. on the Wednesday before Thanksgiving. Except in the event of an emergency, no employee(s) shall be scheduled or required to work after 6:15 p.m.

11.7.3 Easter Sunday and the Wednesday before Thanksgiving are not paid Library holidays. Employees whose regularly scheduled shift falls after 6:15 p.m. on the Wednesday before Thanksgiving may flex their time or take paid/unpaid leave.

ARTICLE 12 - VACATION

12.1 Vacation Accrual

12.1.1 Regular Full-Time Employees

Regular full-time employees shall accrue vacation leave at the rate set forth in Article 12.1.3. Vacation leave with full pay may be used up to the maximum amount, subject to supervisory approval.

12.1.2 Regular Part-Time Employees

Regular part-time employees shall accrue vacation leave on a prorated basis; usage and accrual shall be governed by the same rules and regulations applicable to full-time employees. Accrual shall be based on the employee’s regularly scheduled FTE.

12.1.3 Rate of Accrual

Employees who have completed the following years in continuous service shall accrue vacation leave at the rates listed below. This accrual amount will be reduced proportionally by any unpaid time in a pay period:

| Years of Completed Full-time Service | In-service Hours of Completed Service | Rate for 80 In-service Hours | Days Accrued per Month (Year) |
|---|--|-------------------------------------|--------------------------------------|
| 1 through 5 | 0.0 to 10,400 | 4.62 hours | 1.25 (15 days) |
| 6 through 10 | 10,401 to 20,800 | 5.54 hours | 1.5 (18 days) |
| 11 through 15 | 20,801 to 31,200 | 6.46 hours | 1.75 (21 days) |
| 16 through 20 | 31,201 to 41,600 | 7.38 hours | 2 (24 days) |
| 21 through 25 | 41,601 to 52,000 | 8.30 hours | 2.25 (27 days) |
| Over 25 | 52,001 or more | 9.23 hours | 2.5 (30 days) |

12.2 **Vacation Maximum**

The maximum number of vacation hours that shall be credited is:

| Years of Completed Full-time Service | In-service Hours of Completed Service | Maximum Hours Credited |
|---|--|-------------------------------|
| 0 through 9 | 0 through 20,799 | 240 |
| 10 through 19 | 20,800 through 41,599 | 260 |
| 20 or more | 41,600 or more | 280 |

Upon accruing within 40 hours of the maximum number of vacation hours, the employee will be notified and required to schedule vacation to maintain hours below the maximum.

An employee may obtain special permission to accrue vacation above the maximum due to an urgent operational requirement of the Library, upon approval of the Library Director or designee.

12.3 **Vacation Requests**

Employees shall give reasonable advance written notice of vacation requests via the timekeeping system. For a request for five (5) or more vacation days, the employee shall give a minimum of two (2) weeks' notice and no more than nine (9) months' advance notice. For a request of fewer than five (5) days of vacation, the employee shall provide as much notice as possible.

Every effort shall be made to accommodate vacation requests so long as the operational needs of the department can be reasonably met given the absence. In the event that conflicting vacation requests within a department cannot be approved for operational reasons, the vacation request first received by the Library shall have preference for approval. Vacation requests must be approved in advance by the employee's supervisor.

12.4 **Payment for Unused Vacation**

Employees who separate from the Library shall be entitled to payment in lieu of all unused vacation leave as of the last day of work. The payment shall be computed on the basis of the employee's base hourly rate at the time of separation.

ARTICLE 13 - LEAVES

13.1 No Break in Service

No absence under any paid leave provision of this MOU shall be considered as a break in service for any employee who is in paid status during each absence. All benefits that, under the provisions of this MOU, accrue to employees who are in paid status shall continue to accrue during the absence.

13.2 Sick Leave Accrual and Use

13.2.1 Full-Time Employee Accrual

Regular full-time employee accrue sick leave at the rate of one (1) day per calendar month of employment, or 0.04613 per hour worked. This accrual rate is reduced proportionally by any unpaid time in each pay period.

13.2.2 Part-Time Employee Accrual

Part-time employees accrue sick leave on a prorated basis based on the employee's hours in a paid status. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

13.2.3 Extra-Help Employee Accrual

Extra-help employees accrue sick leave on a prorated basis up to three (3) days per year. Usage shall be governed by the same rules and regulations applicable to full-time employees.

13.2.4 Purposes for Using Sick Leave

Accrued sick leave may only be used by the employee for the following purposes:

- a) Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee.
- b) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member. For the purposes of using sick leave only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law (through spouse or registered domestic partner), sibling, grandchild, or grandparent.

- c) For preventive health care of the employees, including but not limited to the time needed by the employee to attend a medical, dental or vision appointment.
- d) Pregnancy disability.
- e) In addition, with appropriate certification an employee who is victim of domestic violence, sexual assault, or stalking may use sick leave for the following reasons:
 - i. To obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
 - ii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - iii. To obtain services from a domestic violence shelter, program or rape crisis center;
 - iv. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
 - v. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation, or any other purposes stated in Labor Code § 246.5 (c).
- f) Up to three (3) days of sick leave per year shall be authorized for extended compassionate leave (as described in Article 13.7), accidents, family emergencies, and Library branch closures of less than a full shift (as described in Article 14.7).
- g) Article 13.2 does not extend the maximum period of leave to which an employee is entitled under the Family and Medical Leave Act of 1993 (FMLA) (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Library policies implementing these Acts regardless of whether the employee receives sick leave compensation during that leave.

13.2.5 Requests for Sick Leave

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to their immediate supervisor of the need to use sick leave and its

probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify their immediate supervisor as soon as reasonably possible, and no later than the employee’s scheduled start time.

13.2.6 Medical Documentation

Medical documentation excusing the employee from work must be provided for absences that exceed five (5) consecutive work days in respect to Article 13.2.4 a-d.

13.2.7 Sick Leave Management

A non-probationary employee with a sick leave balance of 40 hours or fewer (or a prorated amount for part-time employees) is considered to be in Sick Leave Management status. While in Sick Leave Management status, for absences of three (3) consecutive work days or more, the employee must provide medical documentation or a doctor’s note excusing the employee from work, within seven (7) calendar days of the employee’s return to work or as soon as practicable. If the employee fails to provide medical documentation or a doctor’s note within seven (7) calendar days of the employee’s return to work, or as soon as practicable, the employee may be subject to discipline.

13.2.8 Sick Leave – Exhaustion

An employee who has exhausted their sick leave but has a legitimate and demonstrated need for the use of sick leave may use their accrued vacation or CTO in place of the exhausted sick leave.

13.3 Sick Leave – Conversion to CTO or HRA

An employee with a sick leave balance may convert to CTO as indicated in the chart below:

| Hours Sick Leave Used During Previous Calendar Year | May Convert up to a Maximum of: | Minimum Sick Leave Balance after Conversion |
|--|--|--|
| 8 hours or less (1 day) | 32 hours (4 days) | 80 |
| 8+ to 24 hours (3 days) | 24 hours (3 days) | 80 |
| 24+ to 40 hours (5 days) | 16 hours (2 days) | 80 |

13.3.1 An employee hired or rehired on or after November 6, 2013, with a sick leave balance as indicated in the chart above in Article 13.3, may convert the

maximum sick leave hours shown above to their HRA account each calendar year, not to exceed a total maximum of 500 hours.

Conversion occurs during the second pay period of February each calendar year and shall be based on the sick leave balance on December 31 of the preceding year.

13.4 Sick Leave – Payoff (Non-Disability)

Each employee who separates from Library service voluntarily or by death, lay off, or non-disability retirement shall be entitled to a payoff equivalent to 25% of their unused sick leave, up to 500 hours. The payoff shall be computed on the basis of the employee's base hourly rate at the time of separation. If a separated employee is rehired within one (1) year from the date of separation, any previously accrued, unused, and uncashed out sick leave shall be restored to the employee to the extent required by law.

13.5 Sick Leave – Payoff at Disability Retirement

Each employee separated from Library service by retirement for disability shall be entitled to a choice of payment at the employee's standard hourly rate for all unused sickleave remaining to the employee's credit as of the time of separation or converting unused sick leave to additional service credit as provided by CalPERS.

13.6 Sick Leave – Conversion at Retirement

Employees retiring from the Library may, in lieu of receiving payment for unused sick leave as provided herein, choose to have unused sick leave converted to additional service credit as provided by CalPERS.

13.7 Compassionate Leave

13.7.1 A full-time employee may be granted up to 40 hours of leave with pay (prorated for a part-time employee) in the event of the death of a member of the employee's immediate family.

13.7.2 For the purposes of compassionate leave only, "immediate family" shall mean spouse; domestic partner; parent, child, sibling, grandparent, or grandchild of the employee, the employee's spouse or the employee's domestic partner; or person with whom the employee has a relationship *in loco parentis*.

13.7.3 Payment for compassionate leave shall be authorized only by the Human Resources Manager's Office or designee.

13.7.4 Employees taking compassionate leave shall certify to the Human Resources Office at the time leave is taken (1) name, date of death and relationship (see

Article 13.7.2); and (2) anticipated length of leave. If the employee is unable to provide written notice of the need for compassionate leave before the leave begins, the employee shall provide telephone notice before the leave begins and shall provide written certification on the first day the employee returns to work.

13.8 **Court Leave**

13.8.1 **Court Leave – Library-Related**

An employee who is subpoenaed to appear in court in a matter regarding an incident that the employee witnessed in the course of Library work will do so without loss of compensation. The time spent will be considered work time.

13.8.2 **Court Leave – Non-Library-Related**

Employees are entitled to leave of absence with full pay to appear as a witness in court for a matter unrelated to Library business, in the state of California, or to respond to an official order from another governmental jurisdiction. This shall not apply if the employee is appearing for civil or administrative proceedings that he or she initiated, or for reasons brought about as a result of the employee's personal conduct.

13.8.3 **Court Leave – Compensation**

An employee may retain payment for lodging, meals, or travel, but as a condition for entitlement to court leave, each employee shall make payable to the Library any and all fees received as payment for service as a witness.

13.9 **Jury Duty**

13.9.1 Employees summoned for jury duty shall be entitled to a leave of absence with full compensation and benefits from the Library, based on their assigned work schedule, for the period of time as they may be required to attend court.

13.9.2 Employees are required to inform the jury clerk that they are a government employee, and specify full-time or part-time status. The employee shall request a Proof of Jury Service and provide the original to Payroll.

13.9.3 Full-time employees are not entitled to per diem pay for serving jury duty, although part-time employees are entitled to per diem pay for any days of jury service during which they were not regularly scheduled to work. An employee may retain payments allowed for mileage.

- 13.9.4 An employee who is summoned to serve on a jury must notify their supervisor or Division Manager as soon as possible after receiving notice of both possible and actual jury service.
- 13.9.5 If a full-time employee scheduled to work a Tuesday through Saturday work schedule is summoned to serve on a jury for a full or partial week including a Monday, the Library will consider adjusting the work schedule so the employee serves and/or works a maximum of 40 hours per week.
- 13.9.6 For the purpose of calculating overtime, any time spent on jury duty is not considered work time.

13.10 Time Off for Voting

An employee who is a registered voter shall be granted up to two (2) hours of paid leave if needed for the purpose of voting in any state-wide general or primary election, providing time is taken at the beginning or end of the work day.

13.11 Pregnancy Disability Leave

As provided in Government Code Section 12945 and implementing regulations, a pregnant employee is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, as determined by her health care provider.

13.11.1 Notice to Library

Using the Library's Certification of Health Care Provider form, an employee should provide at least 30 days advance notice or notice as soon as practicable of the employee's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

13.11.2 Use of Sick Leave during Pregnancy Disability Leave

An employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave.

13.11.3 Health and Welfare Benefits

The Library shall maintain its contribution toward health and welfare benefits during an unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the employee had not taken pregnancy disability leave.

13.11.4 **Employee Status**

During a pregnancy disability leave, the employee shall retain employee status, and the leave shall not constitute a break in service for any purpose under this MOU except that the leave shall not count toward completion of probation.

13.11.5 **Relationship between Pregnancy Disability, FMLA, and CFRA Leaves**

- a) A pregnancy disability leave shall run concurrently with the employee's leave entitlement under the federal Family and Medical Leave Act (FMLA).
- b) The right to take pregnancy disability leave is separate and distinct from the right to take leave under the California Family Rights Act (CFRA). An employee's own disability due to pregnancy, childbirth, or related medical condition is not a "serious health condition" under CFRA.
- c) At the end of the employee's period(s) of pregnancy disability leave, or at the end of the four (4) months of pregnancy disability leave, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 workweeks for reason of the birth of her child, if the child has been born by this date.

13.11.6 **Return to Position after Leave**

The employee who returns from pregnancy disability leave without taking any other type of leave, e.g. CFRA leave, shall be entitled to return to the same position, unless the Library is excused by law from returning the employee to the same position. Under no circumstances is this language intended to provide rights beyond that which the employee would have enjoyed had the employee not been on leave.

13.12 **Family Care and Medical Leave**

13.12.1 **General Provisions**

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. The provisions of this Agreement will be applied in conformance with the FMLA, CFRA, implementing regulations and the Library's Family Medical Leave Policy (adopted 6/2/2014).

13.12.2 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the Library as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. An employee is required to utilize the employee's accrued sick leave for FMLA/CFRA qualifying absences due to the employee's own serious health condition.

13.12.3 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, an employee must have been employed by the Library for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave.

13.12.4 Family Care and Medical Leave Entitlement

Subject to state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of 12 workweeks of unpaid leave in a 12 month period for any one, or more, of the following reasons:

- 13.12.4.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 13.12.4.2 The placement with the employee of a child in connection with adoption or foster care of the child by the employee and care for the newly placed child (FMLA and CFRA);
- 13.12.4.3 To care for the employee's child, parent or spouse with a serious health condition (FMLA and CFRA);
- 13.12.4.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- 13.12.4.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).

13.12.5 Definitions Under Article 13.12, Family Care and Medical Leave

13.12.5.1 Child

Child is defined as a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of an employee standing *in loco parentis* to that child who is under 18 years of age or an adult dependent child.

13.12.5.2 Parent

Parent is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child. Parent does not include a parent-in-law.

13.12.5.3 Spouse

“Spouse” means partner in marriage as defined in Family Code Section 300 or a registered domestic partner as defined in the California Family Code and includes same-sex partners in marriage.

13.12.6 Family Care and Medical Leave to Care for a Covered Service Member with a Service Injury or Illness

Subject to the provisions of this Article, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

13.12.6.1 An eligible employee’s entitlement under this Article 13.12.6 is limited to a total of 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement begins on the first day an employee takes leave to care for the covered service member.

13.12.6.2 During the “single 12-month period” described above, an eligible employee’s FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

13.12.7 Health Benefit Premiums while on Family Care and Medical Leave

Except as provided in this Article 13.12, the family care and medical leave will be unpaid. The Library will, however, continue to provide Library

contributions toward health and welfare premiums during the period of family care and medical leave for up to 12 work weeks on the same basis as Library contributions would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums, if any, during a family care and medical leave.

13.12.8 Employee Status

The employee shall retain employee status during the period of leave under this Article 13.12. The leave shall not constitute a break in service for purposes of longevity or seniority under this MOU, except that the leave shall not count toward completion of probation.

13.12.9 Employee Rights on Return from Leave

An employee returning from leave under this Article 13.12 is entitled to reinstatement to the same position or to a comparable position. An employee has no greater right to reinstatement than if the employee had been continuously employed during the family care and medical leave period.

13.13 Leave of Absence Without Pay (Medical)

13.13.1 Library Director Approval Discretionary

The Library Director or designee may grant a leave of absence without pay at the request of the employee due to illness, injury, medical condition, or disability, not to exceed four (4) months of leave, to be used concurrently with FMLA/CFRA. A leave of absence without pay may be extended with Library approval.

13.13.2 Appeal of Discretionary Leave Denial

Employees may appeal a denial of their request for a leave of absence without pay for medical reasons. The appeal shall be made in writing and submitted to the Library Commission within five (5) calendar days after the employee is notified of the denial, and shall specify the reason for the leave. Any appeal of a denial for a leave of absence without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of their position and a prognosis of their ability at the termination of the requested leave.

13.14 Approved Leave of Absence Without Pay (Personal)

13.14.1 Library Director Approval Discretionary

The Library Director or designee may grant a leave of absence without pay, at the request of the employee for personal reasons unrelated to leaves that are legally protected. The Library Director or designee shall respond within 14 calendar days.

13.14.2 Appeal of Discretionary Leave Denial

Employees may appeal a denial or no response within the time frame outlined in 13.14.1 of their request of a leave of absence without pay. The appeal shall be made in writing and submitted to the Library Commission within five (5) calendar days after the employee is notified of the denial, and shall specify the reason for the leave.

13.14.3 Eligibility

To be eligible for a personal leave of absence without pay, the employee must have completed at least one (1) year of continuous service prior to the effective date of the leave, except under special circumstances subject to Library approval.

13.14.4 Leave Request

A request for a personal leave of absence without pay will state specifically the reason for the request, the date when the employee wants to begin the leave, and the date of return.

13.14.5 Maximum Duration of Leave

A personal leave of absence without pay may not exceed four (4) months, although this may be extended with Library approval.

13.14.6 Failure to Return from Leave

Failure of the employee to return to employment upon the termination of any approved personal leave of absence will, except under extraordinary circumstances, constitute the employee's separation from library service.

13.15 Leave of Absence Without Pay for Candidates for Public Office

Any employee who becomes a bona fide candidate for elective public office may be granted a leave of absence without pay during all or any portion of the period of their

candidacy. The employee must submit a written request for the absence to their Division Manager at least 10 calendar days prior to the start date of the leave, specifying the dates upon which the leave shall begin and end. Upon the recommendation of the Library Director or designee, the Library Commission may approve the leave of absence without pay. The leave shall not extend beyond the period of time during which the employee is a bona fide candidate for elective public office.

13.16 Leave of Absence Without Pay for Military Service

Requests for a leave of absence without pay for military service shall be approved by the Human Resources Manager in accordance with applicable law.

13.17 Catastrophic Leave

Catastrophic leave is a paid leave of absence due to life threatening, verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.

13.17.1 Eligibility

Employees who have successfully completed 2,080 hours or one (1) year in paid status shall be eligible for catastrophic leave. The employee must first exhaust all accrued sick leave, vacation leave and CTO before qualifying for catastrophic leave.

13.17.2 Approval Required; Maximum Leave Available

Any employee requesting catastrophic leave must receive the approval of the Library. The leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be approved.

13.17.3 Relationship to Other Leaves and Benefits

Catastrophic leave shall not be used in conjunction with any long-term disability benefits or Worker's Compensation benefits. While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

13.17.4 Donating Time

Employees may donate accrued vacation or CTO time to other employees who are suffering from a catastrophic illness or injury either to themselves, a spouse, a parent, or to a dependent minor child. Employees donating vacation or CTO time must donate in increments of four (4) hours. All time donated will be

credited on an hour for hour basis regardless of hourly pay differentials between donating employee and recipient. The donating employee must have a vacation leave balance of at least 40 hours after the donation of time.

13.18 Parental Leave of Absence

Employees shall be granted up to four (4) months of leave without pay for pregnancy/family bonding leave, to be used concurrently with FMLA/CFRA and Pregnancy Disability Leave, where applicable. This leave may be extended with Library approval.

13.19 Rights upon Return from an Approved Leave of Absence

An employee returning from an approved leave of absence under Articles 13.13 (Leave of Absence without Pay (Medical)), 13.14 (Approved Leave of Absence Without Pay (Personal)), 13.15 (Leave of Absence Without Pay for Candidates for Public Office), 13.16 (Leave of Absence Without Pay for Military Service), 13.17 (Catastrophic Leave), or 13.18 (Parental Leave of Absence) is entitled to return to the same or equivalent position within the classification the employee held when the leave began, or to an equivalent position with equivalent compensation and benefits. An employee has no right to return to the same position. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

13.20 Leaves Without Pay Usage Reference Table

Employees will be required to use paid leaves before taking a leave of absence without pay, as shown in the following table:

| | Paid leave required to be used before leave without pay is approved | | | |
|---|--|-----------------|------------|---|
| Event | Sick | Vacation | CTO | Comment |
| Employee’s own illness, injury or serious healthcondition | Yes, may keep 40 hours | No | No | |
| Employee’s pregnancy disability | Yes, may keep 40 hours | No | No | |
| Illness/injury of a relative as defined in FMLA/CFRA* | No | Yes | Yes | May keep 40 hours any combination of Vacation & CTO |

| | Paid leave required to be used before leave without pay is approved | | | |
|--|--|-----------------|------------|---|
| Event | Sick | Vacation | CTO | Comment |
| Illness/injury of a relative (as defined in 13.1.3(c) non FMLA/CFRA qualifying)* | Yes, may keep 40 hours | Yes | Yes | May keep 40 hours any combination of Vacation & CTO |
| Birth, adoption, bonding or foster care placement as defined in FMLA/CFRA * | No | Yes | Yes | May keep 40 hours any combination of Vacation & CTO |
| Personal Leave (e.g. education, extended vacation, etc.) | No | Yes | Yes | Must use all Vacation & CTO |

* Family & Medical Leave Act (FMLA) / California Family Rights Act (CFRA) – Refer to Staff Intranet for current information on specific leave laws, regulations, policies, and procedures.

13.21 Union Leave of Absence

Pursuant to California Government Code Section 3558.8, upon the Union’s written request, the Library shall grant a leave of absence to a bargaining unit employee to serve as a Union steward or officer under the following terms and conditions:

13.21.1 Leave may be granted on a full-time, part-time, periodic, or intermittent basis.

13.21.2 The Union shall reimburse the Library for all compensation paid to the employee on leave, including, but not limited to the Library’s required employer contributions to CalPERS. The Union shall reimburse the Library within 30 days of receipt of the Library’s certification of the compensation paid to the employee on union leave.

13.21.3 While on leave under this Article, the employee shall earn full retirement service credit and shall pay the employee’s portion of CalPERS member contribution.

13.21.4 At the conclusion or termination of leave under this Article, the employee shall be reinstated to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position, without loss of seniority.

13.21.5 With written notice to the Library, the Union may terminate an employee’s leave under this Article at any time and for any reason.

ARTICLE 14 - SPECIAL PROVISIONS

14.1 **Emergency Evacuation**

The Library shall maintain procedures for emergency evacuation of library personnel and patrons from library facilities. Evacuation plans shall be posted in each building and safety drills shall be conducted on at least an annual basis.

14.2 **Distribution of the MOU**

This MOU will be distributed electronically within 60 calendar days of adoption. The Library and Union agree to split equally the cost for printed copies of the MOU to be distributed to employees.

14.3 **Labor Management Committee (LMC)**

The Labor Management Committee shall meet monthly to discuss and explore solutions to issues affecting Labor/Management relations. The Union may bring up to four (4) individuals chosen by the Union. Agendas for LMC meetings shall be prepared at least 24 hours in advance after consultation between the parties. LMC meeting agendas shall always include a technology agenda item for a discussion of any current issues and forthcoming new technology.

14.4 **Personal Belongings**

Each employee will be provided a secure place for personal belongings.

14.5 **Commission Agendas**

An e-mail with the link to the Library's website, where the Commission agendas and supporting documents are posted, is sent to the Branch Managers and members of the LMC.

14.6 **Conflict of Interest Determination**

14.6.1 Resolution No. 342 of the Sonoma County Library Commission (adopted January 8, 1985), which established a Policy on Professional Conflict of Interest, shall not be modified during the term of this MOU. This policy is reproduced as Appendix C.

14.6.2 Any employee who believes that an application may be made of the Sonoma County Library's Policy on Professional Conflict of Interest which would prohibit said employee's involvement in an enterprise which would not, in fact, be inconsistent, incompatible, or in conflict with said employee's duties and obligations as a library employee may request a determination from the Library

Director. Requests shall be made in writing, shall describe the nature of the enterprise and of the employee's contemplated involvement in it, and the reasons why the employee feels that a conflict would not exist.

14.6.3 The Director shall reach a determination based upon the information submitted and the language and intent of the Policy, and shall convey this determination in writing to the employee as expeditiously as possible. The Director's response shall include the reasons for the determination made.

14.7 **Closure of Library**

14.7.1 When a Library facility opens late or closes early due to power outages, weather conditions, dropping below minimum staffing levels, or other reasons beyond the control of the employees, Management may reassign an employee to another facility. If Management determines there is no operational need for reassignment, the affected employees who have not completed their full shift may elect one of the following options:

- a) Be reassigned to another facility for the duration of the closure;
- b) Continue to perform necessary work at the employee's assigned facility, provided the work can be performed safely and out of public view and so long as it does not result in overtime liability for the Library;
- c) Make up the hours by performing necessary work at the employee's assigned facility, or another facility, that day or within that pay period; or
- d) Elect to take vacation, CTO, sick leave as described in Article 13.2.4(f), or
- e) Unpaid leave as described in Article 13.14.

14.7.2 Employees who choose to be reassigned to another facility for closures of less than a full shift may bring their own work, if available.

14.7.3 Should closure of the facility be necessary for a full day(s), employees of the facility will be reassigned to other facilities for the duration of the closure.

14.8 **Workplace Safety**

The Library will continue to review and develop policies and regulations relative to how laws and Library policies, including Standards of Behavior, will be enforced to ensure a safe workplace.

14.9 **Staff Day**

14.9.1 All Library facilities may be closed, at the discretion of the Library

2022-2024 MOU between the Sonoma County Library and SEIU Local 1021

Commission, for the purposes of a staff day. Attendance at the staff day shall be considered time worked.

14.9.2 No employee who is regularly scheduled to work on this day shall suffer reduction in pay for the day. Part-time employees who are regularly scheduled to work this day, but do not attend may make up their hours at another time.

14.10 FTE Reductions

Positions currently set at one-half FTE or greater shall not be reduced below one-half FTE, except as otherwise authorized in this MOU, e.g. Article 16.2.1.

14.11 Side Letter Agreements

Unless a specific expiration date is included in a side letter agreement, all side letter agreements entered into between the Union and the Library during the term of this MOU shall expire and have no further effect after December 31, 2024.

ARTICLE 15 - LAYOFF, RESTORATION AND RECALL RIGHTS

15.1 Layoff Applicability

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds. Whenever possible, the Library will give at least 30 calendar days advance notice.

15.2 Order of Layoff

15.2.1 Layoff procedures shall be applied on a system wide basis. Where appropriate, after meeting and conferring with the Union, the Library may authorize that layoff procedures be applied to specific departments or outlets, and/or to employees of one or more classes.

15.2.2 Whenever it is necessary to layoff one (1) or more employees of the Library and there is more than one (1) employee in the class in which the layoff is necessary, employees shall be laid off in the following order:

- a) Extra-help employees,
- b) Employees who have had their first step increase extended or denied because of poor job performance,
- c) Full-time and part-time employees who have less than 1,040 hours of continuous library service,
- d) Full-time and part-time employees with more than 1,040 hours of continuous library service.

15.2.3 Continuous Library service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous Library service in the affected class shall be laid off before those with greater total continuous Library service in the affected class. For purposes of Article 15.2, actual time worked by a continuous part-time employee shall be prorated against an 80 hour pay period and the employee shall be considered to have accrued that proportioned amount of service time.

15.2.4 For purposes of Article 15.2, continuous service means continuous employment, whether status is paid or unpaid.

15.3 **Retention of Rights**

Permanent employees who are appointed to a classification having a salary allocation higher than that in which they have permanent status shall retain the right to return to their prior classification until attaining permanent status in the new classification. This right shall be the same as those of a laid off employee's displacement rights as described below in Article 15.4 but may require actual displacement of another employee.

15.4 **Displacement**

15.4.1 An employee who is laid off, and who has greater total continuous Library service than another employee in the Library in another class or class series in which layoff is necessary, with the same or lower salary allocation in which class they previously had permanent or probationary status, and for which they qualify for transfer or voluntary demotion, may elect to displace the junior employee. An employee who is displaced may be laid off and replaced by the employee who displaces them.

15.4.2 An employee who is displaced because of layoff may in the same manner displace an employee who is junior to them.

15.4.3 Should an employee have the right to displace in more than one (1) class, they shall first displace in the class with the highest salary allocation.

15.5 **Restoration**

15.5.1 Each person who has been laid off from a position in which they had permanent status shall, in writing, be offered restoration to the position from which they were laid off, should the position be reestablished or should the necessity for layoff or displacement cease to exist, within two (2) years after the date they were laid off or displaced. Should the person not accept restoration within one (1) week after the date of the receipt offer, or should the person decline to begin work within three (3) weeks after the date of the offer, they shall be declared unavailable and shall forfeit their right to restoration unless the Library grants further offer of restoration.

15.5.2 Whenever more than one (1) person has been laid off and/or displaced in the same class series, the order of restoration shall be in the reverse of the order of layoff.

15.5.3 Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for

restoration, the position shall be filled as otherwise provided for appointment to a vacant position.

- 15.5.4 A person who is unavailable for restoration may request in writing to the Library, within two (2) weeks after they are declared unavailable, that they be considered for further offer of restoration, should this occur within one (1) year after layoff or displacement. Their request shall contain a full explanation of the reason for their unavailability. Within one (1) month after the request is filed, the Library shall either grant or deny further offer of restoration. The Library may specify conditions under which further offer of restoration may be granted.
- 15.5.5 Any person who, within two (2) years, is restored to a library position under the provisions of Article 15.5.4 shall be considered as having no break in library service.

ARTICLE 16 - TRANSFERS, PROMOTIONS AND FILLING VACANCIES

16.1 Definitions

16.1.1 Classification

Classification is a general category of positions defined by a job title and job description.

16.1.2 Position

A position is an employee's assignment within a classification.

16.1.3 Transfer

Transfer is the movement of an employee from one work location to another work location within the same classification.

16.1.4 Promotion

Promotion is the movement of an employee from one classification to another classification on a higher salary range in the bargaining unit.

16.1.5 Demotion

Demotion is the movement of an employee from one classification to another classification on a lower salary range in the bargaining unit.

16.1.6 Vacancy

A vacancy is a position that has been authorized by the Library Commission, is unoccupied, and has been approved in the current fiscal budget cycle.

16.2 Filling Vacancies

16.2.1 The Library and the Union recognize that changes in job content or services may result in the establishment, revision, and/or elimination of positions. The Union shall be notified of vacancies within 14 calendar days when a vacancy occurs and the Library elects to fill the vacancy.

16.2.2 If there are changes to the position, the Union will be notified within 14 calendar days of the decision. The Union shall advise the Library within 10 calendar days of notification of any request to meet and confer over the change. The Union's meet and confer request shall identify the specific change and/or impact of a change that is covered by the Union's meet and confer request.

- 16.2.3 If the Library has not reached a decision about the vacancy or no action has been taken within 45 calendar days, the Union shall be notified. The Union shall advise the Library within 10 calendar days of notification of any Union request to meet with the Library regarding the status of the position.
- 16.2.4 To avoid or minimize any adverse impact of a vacancy on other employees or Library operations, the Library will make all reasonable efforts to fill the vacancy temporarily.
- 16.2.5 The Library may fill a vacancy by:
- a) Offering additional hours to current part-time staff in the same job classification, or
 - b) Offering the position to a staff member in the same classification who had previously requested a transfer or had requested a voluntary demotion, or
 - c) Offering the position to a person who had applied and completed the recruitment process for the same job classification within the last six months, and who had been placed on a pre-qualified list per Article 16.3.2, or
 - d) Posting a new job announcement.
- 16.2.6 Regular employees who have passed initial probation, are eligible to apply. Those who meet the minimum qualifications for the position shall receive preference for vacancies over extra-help employees, and volunteers.

16.3 Vacancy Job Announcements to Bargaining Unit Employees

- 16.3.1 During the term of this MOU, the Library shall continue to maintain a list of vacancies by classification, location and FTE that will be made available to employees and the Union.
- 16.3.2 Qualified candidates that successfully complete the recruitment process for a vacancy and are not selected will be placed on a pre-qualified list for the classification for which they applied. Pre-qualified lists will be valid for six (6) months. The Library will review and consider candidates on the pre-qualified lists and make the hiring Supervisor and Branch/Division Managers aware of all qualified candidates.
- 16.3.3 Current employees who apply for vacancies and are invited to participate in the recruitment process, including taking assessments or attending interviews that are scheduled during their assigned work day, may participate without loss of pay or use of accrued leave. Such participation will be considered regular work

hours and will qualify for mileage reimbursement for travel between their regular assigned work location and the recruitment activities.

- 16.3.4 Current employees serving on interview panels will be paid for regular work hours and mileage reimbursement for travel to and from the interview site, less the mileage from home to/from their regularly scheduled branch.

16.4 **Appointments**

All appointments are made to the staff of the Sonoma County Library system, i.e., employees are employees of the Sonoma County Library, not a particular branch library. All notifications regarding the recruitment process will be communicated to employees and applicants by Human Resources department staff under the approval of the Library Director.

- 16.4.1 Appointments, including initial assignments, are subject to change.

16.5 **Probationary Period**

- 16.5.1 After accepting an appointment, a new, rehired, or promoted employee shall serve a period of probation beginning on the date of appointment. The probationary period shall be for the purpose of determining the employee's ability to satisfactorily perform the duties of the position. The probationary period for initial appointments of new employees shall be one (1) year. The probationary period for rehired employees, current employees, and promotional appointments shall be six (6) months.
- 16.5.2 During the probationary period an employee may be rejected at any time by the Library without the right of appeal.
- 16.5.3 The probationary period will be extended by the length of any authorized leave(s) of absence (paid or unpaid) of 10 consecutively scheduled work days or more. The extension will not exceed an additional four (4) months.
- 16.5.4 Regular status shall begin on the day following the expiration of the probationary period for an initial appointment.
- 16.5.5 An employee in regular status who is promoted shall serve a new probationary period of six (6) months. An employee who does not successfully pass their promotion/ probationary period shall be reinstated to the classification in which the employee held regular status prior to their promotion. Provided, however, that if the cause for not passing the probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement

to another position. Dismissal procedures granted under Article 19 shall still apply.

16.6 Transfers

An employee may, at any time, submit a written request to the Human Resources Manager or designee expressing interest to transfer.

The Human Resources department shall maintain a file of the requests for transfers received from employees for immediate reference when a vacancy occurs.

16.6.1 Once each year, in January, the Human Resources Manager or designee will request from staff written expressions of interest in potential transfers to another work location. An employee must be in their current position for a minimum of six (6) months, and must have successfully passed their probationary period (if applicable), before applying for a transfer.

16.6.2 The Library has the discretion to determine if an employee's desire for transfer can be accommodated. An employee's request for transfer must be matched with qualifications for the position to be filled and is subject to consultation with the supervisor of each affected department.

16.6.3 A request for a transfer for purely personal reasons cannot be granted if the result would be the involuntary and unwise transfer of another employee.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 **Grievance: Terms and Conditions**

- 17.1.1 The following procedure applies to all employees within the bargaining unit, except for instances that deal with the dismissal of probationary employees, and demotions in accordance with Article 18.2.
- 17.1.2 A “grievance” is defined as a claim made in good faith by an employee, a group of employees, or a Union Representative on behalf of employee(s), or the Union concerning the interpretation, application, or alleged violation of a specific provision(s) of this MOU.
- 17.1.3 No employee shall be subjected to discrimination, coercion, restraint, or reprisal as a result of pursuing this grievance procedure.
- 17.1.4 The Library shall grant reasonable release time to employees for the purpose of attending grievance meetings, investigations, hearings, and arbitration in accordance with Article 4.8.2.
- 17.1.5 Time limits specified in each step of the procedure shall be strictly observed, and may only be extended by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the Library to observe the time limits shall give the grievant the right to move the grievance to the next level.
- 17.1.6 At any step of the grievance procedure the employee may represent themselves or may be represented by a Union Representative.
- 17.1.7 Employees are encouraged to use the Library’s Grievance Form (form #126), but are not required to.

17.2 **Problem-Solving Meeting**

The Library and the Union agree to the expediency of resolving problems at the earliest time possible prior to initiating a grievance. Staff are encouraged to engage in problem-solving meetings at the most immediate level possible. Either the Union or the Library may end at any time a problem-solving process regarding a particular problem.

17.3 **Standing to Initiate Grievance**

Employees have the right to initiate a grievance in good faith concerning the interpretation, application, or alleged violation of this MOU.

17.4 Procedure to Initiate Grievance – Informal Level

17.4.1 Informal Level

The grievance must be initiated within 20 calendar days from the date of the occurrence or the date the grievant(s) become aware of the occurrence of the alleged MOU violation or the last unsuccessful problem-solving meeting. Before advancing to Level I of the grievance procedure, the grievant shall attempt to resolve the grievance through an informal level discussion with their immediate supervisor, and/or other relevant personnel. The discussion will be held, whenever possible, during the grievant's work hours.

17.4.1.1 The supervisor shall respond in writing to the grievant within 10 calendar days of the informal level discussion.

17.4.1.2 If the grievant is not satisfied with the response, they may advance the grievance to the formal level.

17.5 Union Management Grievance

Any Union grievance must be filed within 20 calendar days from the date of the occurrence or the date the grievant(s) become aware of the occurrence of the alleged MOU violation. The grievance will be submitted and processed beginning with the Library Director in accordance with 17.6.2, 17.6.3, and 17.6.4.

17.6 Formal Level

17.6.1 Level I – Supervisor

- a) Within 10 calendar days after the supervisor's response to the informal level discussion, the grievant may submit the grievance in writing to their supervisor. This shall include a statement of the grievance, including the specific provision(s) of the MOU alleged to have been violated; the designated representative, if any; the circumstances involved; the decision rendered at the informal level discussion; and the specific remedy sought.
- b) The supervisor shall respond in writing to the grievant within 10 calendar days after receiving the grievance. The response shall include a complete statement of the decision and the facts upon which it is based.
- c) If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- d) Within the above time limits, either party may request a personal conference with the other party.

17.6.2 Level II – Library Director

- a) If the grievant is not satisfied with the decision at Level I, they may, within 10 calendar days, appeal the decision to the Library Director or designee by submitting a written statement that includes a copy of the original grievance, the supervisor’s decision, and the reason for the appeal.
- b) The Library Director or designee shall submit their written decision to the grievant within 10 calendar days.
- c) If the Library Director or designee does not respond within the time limits provided, the grievant may appeal to the next level.

17.6.3 Level III – Library Commission

- a) If the grievant is not satisfied with the decision at Level II, they may, within 10 calendar days, submit a written request for a hearing by the Library Commission. The Library Commission shall grant the hearing at the earliest possible date, but no later than 60 calendar days after the request is submitted.
- b) The Library Commission shall render a written decision within 30 calendar days of the hearing.
- c) If the grievant does not want to hold a hearing with the Library Commission, they may, within ten (10) calendar days, submit a written notice to the Library of their intent to waive the hearing, thereby moving the grievance to the next level.

17.6.4 Level IV - Arbitration

If the grievant is not satisfied with the Library Commission’s decision or they waived the hearing, the Union may file for arbitration no later than 30 calendar days after the Commission’s decision, or after the date of the decision at Level II if the hearing was waived. Disputes raised during the procedure shall be subject to arbitration. Filing for arbitration shall constitute a waiver on the part of the grievant of all other claims of judicial review. This level does not apply to dismissals or suspensions of 11 scheduled work days or more.

17.6.4.1 Selection of Arbitrator

An arbitrator shall be selected by mutual agreement of the Union and the Library. Should the parties fail to mutually agree on an arbitrator, within 15 calendar days they shall make a joint request of the State Conciliation Service for a list of five (5) qualified

arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

17.6.4.2 Submission Statement

The Union and the Library may, 30 calendar days following the receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties may exchange a written summary of the evidence they intend to offer, and may reach agreement on a question or questions to submit for arbitration. The agreed question or questions, together with the final written summaries, may be submitted to the arbitrator seven (7) calendar days prior to the arbitration hearing.

17.6.4.3 Scope of Arbitration

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this MOU.

17.6.4.4 Arbitrator's Decision

The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to them by the parties. Unless the Union and the Library agree otherwise, the arbitrator shall render their decision in writing within 30 calendar days following the hearing. The decision of the arbitrator shall be final and binding, and may be made the subject of a judgment as provided by law. The arbitrator shall have the authority to award damages to the extent of making the grievant whole. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

17.6.4.5 Arbitration Expenses

The Library and the Union agree to each pay half of the cost of employing the arbitrator. All other costs such as attorney fees and witness fees shall be paid by the party incurring that cost.

ARTICLE 18 - RESIGNATIONS AND DEMOTIONS

18.1 Resignations

18.1.1 Resignation in Good Standing

In order to resign in good standing, an employee shall give written notice of the employee's resignation to the Human Resources Manager not less than two (2) weeks prior thereto, unless the Library consents to shorter notice.

18.1.2 Withdrawal of Resignation

An employee may request to withdraw the employee's resignation if the withdrawal notice is given in writing to the Human Resources Manager prior to the employee's last five (5) scheduled work days and before the Library has accepted the resignation in writing.

18.1.3 Resignation Without Notice

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of the absence. Permanent employees will be given an opportunity to explain the absence and failure to notify before final action is taken. An employee separated for job abandonment will be reinstated upon proof of justification for the absence and failure to notify. Examples of justification may include, but are not limited to, accident, illness, false arrest, or mental or physical impairment.

18.2 Demotions

A demotion or reduction in class shall not be subject to the grievance procedure if the demotion or reduction is:

- a) Voluntarily requested or consented to by an employee, or
- b) Necessitated by factors other than the employee's performance, or
- c) Implemented due to an employee's inability to satisfactorily complete their probationary period, and which is consistent with the provisions of this MOU.

The Library shall give the employee and the Union notice of the demotion or reduction.

ARTICLE 19 - DISCIPLINE PROCEDURE

19.1 Progressive Discipline

Progressive discipline ensures a fair method of disciplining employees and provides employees with regular feedback about their work performance.

19.1.1 Intent of Progressive Discipline

Progressive discipline is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them with an opportunity to correct any problems. The parties recognize, however, that there are circumstances of such a serious nature as to provide cause for more serious disciplinary action in the first instance.

19.1.2 Progressive Discipline Steps

Any disciplinary action taken shall directly correspond to the nature and severity of the offense. When appropriate, an employee will be verbally counseled in advance of higher-level discipline, including the opportunity for the employee to clarify what may or may not have happened and any reasons for the behavior. Depending on the nature and severity of the offense, progressive discipline may involve one or more of the following steps:

| Action | Documentation entered into supervisor file | Documentation entered into personnel file |
|--|---|--|
| Verbal counseling | X | |
| Record of conversation | X | |
| Written reprimand | | X |
| Suspension of four (4) scheduled work days or less | | X |
| Suspension of five (5) scheduled work days or more | | X |
| Demotion | | X |
| Termination | | X |

19.1.3 Notice of Work Performance Problems

Problems with work performance shall be brought to an employee's attention through the process described in Article 19.3 on a timely basis, generally within 15 calendar days of the time the supervisor becomes aware of the problem. Any isolated and/or related incident which the Library or immediate supervisor discovered more than one (1) month previously shall not be cause for disciplinary action, other than verbal counseling. Nothing herein precludes the use of such an incident for its cumulative effect.

19.1.4 Use of Personnel File Documents in Discipline

All performance related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this MOU shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the appointing authority to take disciplinary action against the employee.

19.2 Job Performance and Rules of Conduct

Any permanent employee may be disciplined or dismissed for reasonable cause including, but not limited to:

- a) Unauthorized absence, such as tardiness, abuse of break and lunch privileges, or abuse of sick leave
- b) Neglect of duty; failure to meet reasonable work performance standards and requirements, including work quality or quantity
- c) Hostile treatment of others, such as bullying, harassing, sexually harassing, threatening, intimidating, coercing or fighting
- d) Failure to follow established Library policies, Core Competencies, procedures, rules or safety regulations
- e) Release of information that is considered confidential
- f) Theft committed during working hours; unauthorized removal of Library property or the property of another employee or person from the work premises at any time
- g) Altering, falsifying or omitting material information in any Library document or record, or for the purpose of obtaining employment with the Library
- h) Making materially false statements, lying

- i) Incapacity due to mental or physical disability, as permitted by law
- j) Intoxication while on duty, including using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, controlled substances, or hallucinatory agents while on Library property or in vehicles during work hours or reporting to work under such conditions. This does not prohibit the possession and proper use of drugs prescribed by a licensed physician. The use of prescribed medications is not prohibited as long as they do not interfere with the employee's ability to safely perform their duties.
- k) Insubordination
- l) Refusal to comply with a proper directive to undergo a medical examination
- m) Deliberate or negligent damage to public or Library property; misuse of Library supplies or equipment; unauthorized use of Library vehicles, equipment or property.

19.3 **Verbal Counseling, Record of Conversation, Written Reprimand**

19.3.1 **Information Provided by Library**

When the action taken is verbal counseling, a record of conversation or a written reprimand, the following information will be provided:

- a) A clear statement of the problem and/or the behaviors observed;
- b) Any relevant policy, procedure, memo, work plan, e-mail, reference in the MOU, etc. that may have been violated;
- c) The supervisor's statement of expected conduct and time period for correction of the problem; and
- d) A statement of consequences which will follow if the behavior is not corrected or if expectations are not met within the specified timeframe.

19.3.2 **Employee Right to Respond**

An employee may respond in writing to a verbal counseling or record of conversation, and the employee's response shall be attached to any documentation entered into the supervisor file. An employee may respond in writing to a written reprimand, and the employee's written response will be attached to the written reprimand entered into the employee's personnel file.

19.3.3 **Appeal of Written Reprimand**

A Written Reprimand may be appealed to the Library Director or Designee at 2022-2024 MOU between the Sonoma County Library and SEIU Local 1021

Level II of Article 17, Grievance Procedure. The Library Director or Designee's decision shall be final and there shall be no further appeal. A failure to appeal within 10 calendar days of the date the Written Reprimand is served on the employee waives this appeal right under the MOU.

19.4 Procedure for Dismissal or Suspension or Demotion

19.4.1 Preliminary Written Notice

Before taking disciplinary action, the Library shall serve written notice of the proposed action on the affected employee. The notice shall include a statement of the charges and documentation upon which the proposed action is based.

19.4.2 Employee Right to Respond

The employee shall have the right to respond to the charges against the employee in person, in writing, or both within seven (7) calendar days following the day the notice was served. If the Library receives no response, the right to respond will be deemed waived.

19.4.2.1 The employee may submit a written request within the seven (7) calendar days for an extension of response time. The request must show good cause and be for a reasonable period, not to exceed 20 calendar days from the day the notice was served. The Library may choose to extend the response time.

19.4.2.2 The Library shall consider the affected employee's response, if any, in determining the propriety and nature of disciplinary action.

19.4.3 Notice of Discipline

The Library's formal disciplinary order shall be in writing, specifically state the reason for the action, and be effective from the date the formal disciplinary order is served upon the affected employee. The formal disciplinary order shall include the cause and the specific acts and omissions on which the disciplinary action is based. Any written materials, reports or documentation on which the disciplinary action is based shall be attached to the Notice of Discipline. The formal disciplinary order shall also describe the employee's appeal rights.

19.4.4 Appeal Procedure – Dismissal, Suspension or Demotion

A dismissal, suspension or demotion may be appealed to binding arbitration at Level IV of Article 17, Grievance Procedure by filing for arbitration within 30 calendar days of the date the Notice of Discipline is served on the employee. A failure to request arbitration within 30 calendar days of the date the Notice of

Discipline is served on the employee waives all appeal rights under this MOU.

19.4.5 Immediate Suspension

The Library may suspend the employee with pay at any time during the discipline process.

ARTICLE 20 - EXISTING POLICY

The Library shall give the Union notice and an opportunity to meet and confer regarding any proposed modification of any currently effective policy, rule or regulation that addresses or impacts a mandatory subject of bargaining for bargaining unit employees and is not modified by the terms of this MOU.

ARTICLE 21 - RETIREMENT

21.1 CalPERS

The Library shall continue its contract with CalPERS, using the 2% at 55 retirement formula. Qualifying employees hired on or after January 1, 2013 and considered new members of CalPERS as defined by the Public Employee Pension Reform Act (PEPRA) will receive the 2% at age 62 retirement formula, subject to the provisions of PEPRA.

21.2 Deferred Compensation – Part-Time, Seasonal, Temporary (PST)/457 Retirement Plan

In lieu of Social Security and in accordance with FICA requirements, the Library shall maintain a plan to provide a deferred compensation plan for part-time, seasonal and temporary employees who are not eligible for CalPERS.

21.2.1 Contribution rates to the PST/457 Plan during the term of this MOU shall be as follows:

| | |
|----------|----------|
| Employer | Employee |
| 4.5% | 3% |

ARTICLE 22 - FULL PERFORMANCE, NO STRIKE

SEIU LOCAL 1021, CtW, CLC agrees not to engage in any illegal activities during the term of this MOU, including, but not limited to, work stoppages, strikes, “sick-ins”, or similar concerted activity against the Library Commission. This provision is both a covenant and a condition precedent to the continuing performance by the Library Commission of its obligations under this MOU.

ARTICLE 23 - FULL UNDERSTANDING, MODIFICATIONS, WAIVER

23.1 Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters is hereby superseded or terminated in their entirety.

23.2 Meet and Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the Library from any obligation to meet and confer on any subject or matter contained herein. The parties agree that during the negotiations that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of the right and opportunity are executed in this MOU. The Union acknowledges that the Library has fulfilled its obligations under Government Code Section 3505 for fiscal years 2021-2024.

23.3 Modification

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless modified through the voluntary, mutual consent of the parties in a written amendment and, if required, approved and implemented by the Library Commission.

23.4 Non-Precedent Setting

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 - SEPARABILITY

24.1 **Invalidation**

If, during the term of this MOU, any item or portion thereof of this MOU is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this MOU shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this MOU shall not invalidate any remaining portion that shall continue in full force and effect.

24.2 **Replacement**

In the event of suspension or invalidation of any Article of this MOU, the parties agree, except in an emergency situation, to meet and confer within 30 calendar days for the purpose of arriving at a mutually satisfactory replacement for the Article.

ARTICLE 25 - ENACTMENT

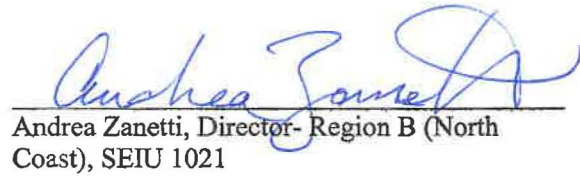
The Library Commission will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this MOU.

SEIU LOCAL 1021


Digitally signed by
Nicholas Alva
Date: 2022.05.03
14:08:38 -07'00'

Nicholas Alva, Chapter President


Steve Fesler, Field Representative


Andrea Zanetti, Director- Region B (North
Coast), SEIU 1021

SONOMA COUNTY LIBRARY


Digitally signed by Donna
Scornavacca
Date: 2022.04.25
13:55:34 -07'00'

Donna Scornavacca, Negotiating Team

Digitally signed by Ann
Hammond
Date: 2022.04.26
10:51:37 -07'00'


Ann Hammond, Library Director

Digitally signed by Tim
Groepel
Date: 2022.04.26
06:28:38 -07'00'

Tim Groepel, Negotiating Team

Digitally signed by
Deborah Doyle
Date: 2022.04.29
09:06:34 -07'00'

Deborah Doyle, Chair, Library Commission


Digitally signed by
Jovanna Ayala
Date: 2022.04.26
09:41:17 -07'00'

Jovanna Ayala, Negotiating Team

Digitally signed by Erika
Thibault
Date: 2022.05.02
16:39:04 -07'00'

Erika Thibault, Deputy Director

Digitally signed by Bing
Minton
Date: 2022.04.25
15:33:15 -07'00'

Bing Minton, Negotiating Team

Digitally signed by
Suzanne Silva
Date: 2022.04.25
10:11:44 -07'00'

Suzanne Silva, Human Resources Manager

Mary Sandburg, Vice President- Region B
(North Coast), SEIU 1021

Digitally signed by Phillip
Wright
Date: 2022.04.28
17:54:35 -07'00'

Phil Wright, Of Counsel, Kronick Moskovitz
Tiedemann & Girard


David Canham, Executive Director
SEIU 1021

Appendix A – Classifications and Salaries (Top Hourly Rate - Step 10)

Effective January 1, 2022

| Job Classification | Step 10 |
|--|---------|
| Account Clerk | |
| Accountant | |
| Accounting Coordinator | |
| Administrative Librarian | |
| Administrative Specialist/Non Confidential | |
| Branch Manager | |
| Building Mechanic I | |
| Building Mechanic II | |
| Central Branch Manager | |
| Curator | |
| Delivery Driver | |
| Digital Content Specialist | |
| Digital Literacy Specialist | |
| Education Initiatives Specialist | |
| Graphic Designer | |
| Human Resources Specialist | |
| Human Resources Technician | |
| Information Technology Specialist | |
| Information Technology Technician I | |
| Information Technology Technician II | |
| Librarian I | |
| Librarian II | |
| Librarian II/Lead | |
| Librarian III | |
| Library Aide | |
| Library Associate | |
| Library Services Specialist | |
| Library Specialist | |
| Literacy Associate | |

| Job Classification | Step 10 |
|--|---------|
| Literacy Specialist | |
| Marketing Specialist | |
| Prepress Support Technician | |
| Senior Account Clerk | |
| Senior Building Mechanic | |
| Senior Information Technology Technician | |
| Senior IT Programmer Analyst | |
| Senior Library Associate | |
| Senior Library Specialist | |
| Supervising Delivery Driver | |
| Supervising Library Specialist | |
| Technology Librarian | |
| Training & Development Specialist | |
| Web Programmer Analyst | |

Appendix B – Medical Plan Grouping

| Employee Contribution Percentage | Job Classification |
|---|---|
| <p style="text-align: center;">GROUP 3 20%</p> | Central Branch Manager |
| | Senior IT Programmer Analyst |
| | Branch Manager |
| <p style="text-align: center;">GROUP 2 18%</p> | Information Technology Specialist |
| | Senior Information Technology Technician |
| | Training & Development Specialist |
| | Web Programmer Analyst |
| | Education Initiatives Specialist |
| | Librarian III |
| | Technology Librarian |
| | Accountant |
| | Digital Literacy Specialist |
| | Information Technician II |
| | Senior Building Mechanic |
| | Administrative Librarian |
| | Librarian II/Lead |
| | Curator |
| | Librarian II |
| | Administrative Specialist/ Non-Confidential |
| | Building Mechanic II |
| | Graphic Designer |
| | Librarian I |
| | Literacy Associate |
| | Senior Library Associate |
| | Human Resources Specialist |
| | Supervising Delivery Driver |
| Supervising Library Specialist | |
| Digital Content Specialist | |
| Information Technician I | |

| Employee Contribution Percentage | Job Classification |
|----------------------------------|-----------------------------|
| GROUP 1 16% | Marketing Specialist |
| | Library Associate |
| | Accounting Coordinator |
| | Building Mechanic I |
| | Human Resources Technician |
| | Senior Library Specialist |
| | Literacy Specialist |
| | Senior Account Clerk |
| | Library Specialist |
| | Prepress Support Technician |
| | Account Clerk |
| | Delivery Driver |
| | Library Aide |
| | Library Services Specialist |

SONOMA COUNTY LIBRARY COMMISSION

RESOLUTION NO. 342

POLICY ON PROFESSIONAL CONFLICT OF INTEREST

WHEREAS, it is the duty and professional obligation of all employees of the Sonoma County Library to promote within the community those services which it is the Library's mission to provide, and

WHEREAS, Section 1126 of the California Government Code provides, in part, that "a local officer or employee shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her functions, or responsibilities of his or her appointing power or the agency by which he or she is employed," and,

WHEREAS, Section 1126 further provides that "each appointing power may determine...those outside activities which, for employees under its jurisdiction, are inconsistent with, incompatible to, or in conflict with their duties as local agency officers or employees," now, therefore,

BE IT RESOLVED that the Sonoma County Library Commission hereby establish the following Policy on Professional Conflicts of Interest:

1. An employee's outside employment, activity, or enterprise is prohibited if it involves the use for private gain or personal advantage of Library time, facilities, equipment, or supplies.
2. An employee's outside employment, activity or enterprise is prohibited if it involves receipt or acceptance by the employee of any money or other consideration from anyone other than this Library or another library for the performance of an act in this county which the employee would be required or expected to render in the regular course or hours of his or her Library employment or as a part of his or her duties as a Library employee. Acts prohibited under this section include the following:
 - a) The lending of books, periodicals, recordings or other media which public libraries generally or the Sonoma County Library in particular provide to the public as a part of their mission.
 - b) The provision of information from books, periodicals, databases and other sources utilized by or available to the Sonoma County Library in furtherance of its

mission to provide factual information needed by individuals, government, organizations and industry.

3. Employees who are deemed to be engaged in outside employment, activity, or enterprise which is prohibited by either paragraph 1 or paragraph 2 of this policy shall be provided written notice of such determination. Such written notice shall set forth the evidence finding violation of paragraphs (1) or (2).
4. Employees shall have the right to appeal a determination that any outside employment, activity, or enterprise in which they are engaged constitutes a violation of this policy through the grievance procedure established in the Memorandum of Understanding existing between the Sonoma County Library and the SEIU LOCAL 1021, CtW, CLC. During the pendency of such appeal, neither shall disciplinary action be taken which is premised on the alleged violation of this policy, nor shall an employee be required to take corrective action premised on the alleged violation.