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AGREEMENT

between The

SEIU LOCAL 1021

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

and The

NORTH BAY COOPERATIVE LIBRARY SYSTEM

JULY 1, 2007 - - - JUNE 30, 2010

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTH BAY COOPERATIVE LIBRARY SYSTEM AND THE
SEIU Local 1021
July 1, 2007 - June 30, 2010

PREAMBLE

This Agreement between the duly appointed representatives of the North Bay Cooperative Library System, hereinafter referred to as "System", and the SEIU, hereinafter referred to as the "Union", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Agreement.

The signatories jointly agree to recommend to the Board of Directors of the North Bay Cooperative Library System the adoption of this Agreement effective July 1, 2007.

ARTICLE 1

RECOGNITION

This Memorandum of Understanding is entered into between the duly appointed representatives of the North Bay Cooperative Library System and the SEIU, Local 1021. The System recognizes the Union as the exclusive recognized bargaining representative of all employees in the classifications listed in Appendix A.

Recognition of the Union as exclusive bargaining representative shall be extended to include employees in any non-management, non-confidential job classifications created during the term of the Agreement.

ARTICLE 2

TERM

- 2.1 The term of this Memorandum shall be from July 1, 2007 to and including June 30, 2010.
- 2.2 The following items shall constitute the wages, hours and other terms and conditions within the bargaining unit.
- 2.3 In the event Union desires to negotiate a successor Memorandum of Understanding, it shall serve on the System its written request to commence negotiations as well as its initial written proposals for any successor Memorandum of Understanding by March 1, 2010. Negotiations shall commence by April 2, 2010.

The Union representative shall be available for informal discussions concerning the Union's proposals prior to the adoption of the System's preliminary budget proposal.

ARTICLE 3

DEFINITIONS

Bargaining Unit: the group of employees working in the job classifications listed in Appendix A.

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

Break in Service: a break in employment from the System 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.

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

Continuing Education: any formalized instruction approved by the employee's supervisor which is directly related to an employee's present position or which is taken by an employee in pursuit of career advancement with System service.

Continuous Service: continuous employment by the System in pay status.

Dependent: a child or a spouse of an employee who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption.

Domestic Partner: To the extent allowed by law, applies as spouse and has an affidavit on file with NBCLS affirming the relationship.

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

Employee, Career: an employee who is in a permanently allocated position which requires eighty (80) hours of work in each pay period.

Employee, Confidential: an employee who is privy to information leading to decisions of management that affect employee relations.

Employee, Regular Part-Time: an employee, other than a Support Service employee as defined, who is regularly employed each pay period but less than eighty (80) hours per pay period.

Employee, Substitute: an employee who is employed on a temporary, seasonal or intermittent basis for the purpose of substituting for career and regular part time employees who are absent or on leave, or for meeting temporarily increased staffing needs.

(Article 3, cont'd)

In-Service Training: training which an employee receives for the purpose of maintaining and/or upgrading an employee's knowledge, skills and/or abilities which are related to the employee's present position and/or future employment within System service.

Orientation: a period of time and process by which an employee becomes familiar with the employee's working environment and assigned duties.

Pay Status: whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Probationary Period: a six-month working period, commencing at the time of appointment to a permanent allocated position, which is used by the System Administration for the adjustment and evaluation of a newly appointed employee.

Each appointment, promotion, demotion or transfer to a permanent allocated position in which the employee did not previously have permanent status shall be subject to a six (6) month probation period. However, the System Administration may extend the probationary period for any position to a period not to exceed one year.

After serving a probationary period and receiving appointment to a permanent allocated position, an employee retains permanent status as long as employment continues with the System. Promotion or demotion to another position in which the employee did not previously have permanent status shall require a new probationary period but shall in no way jeopardize the employee's status as a permanent employee of the System.

Promotion: the reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary or salary range.

Regular Hourly Rate: the base hourly rate of pay for each employee.

Salary Range: the salary level for any given classification. The salary range shall consist of five salary steps, each 5% apart and identified with the number "1" through "5". Each salary range shall be identified by a number that shall correspond with the cents per hour of the "1" step of that salary range. Similarly, each step of the salary range shall be expressed in cents per hours.

System: the North Bay Cooperative Library System Joint Powers Agency, separate from the signatory parties, but including any of its organizational units or administrative officers.

ARTICLE 4

UNION RIGHTS

4.1 Exclusive Right to Represent:

The Union and its authorized representative have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation.

4.2 Employee Contact:

Union paid staff are permitted to contact a represented employee during normal business hours on matters within the scope of representation subject to prior arrangements being made with the designated management representative of the employee being contacted.

4.3 Meeting Space:

Upon request of Union or designated Job Steward(s), the System may provide meeting space for special needs provided such space is available and Union complies with all rules and policies of the System Administration. Request for use of facilities shall be made in advance to the System Administrator or his designee and will indicate the date, time, and general purpose of the meeting. The Staff Room may be used with a consensus of the staff.

Union acknowledges that employees will participate in such meetings on their own time. Administrative Management personnel shall not attend and shall respect the confidentiality of Union meetings.

Despite the above, paid Union staff shall not use these facilities to hold regular and scheduled meetings.

4.4 Communications:

System will furnish adequate bulletin board space. A bulletin board shall be located in a mutually acceptable area and shall be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of Union. Prior to posting, any material shall be plainly and legibly initialed and dated by an authorized representative of Union. Any material not so initialed and dated will be removed by the System staff person responsible for the area.

4.5 New Employee Lists:

Each month the System agrees to provide Union with the names, home addresses, class titles, and departments of all employees within the bargaining unit. Newly hired employees shall be clearly indicated as such. In the circumstance where an employee does not wish to have his/her home address given out, a written notification of said intent

(Article 4, cont'd)

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

4.6 Copies of Memorandum of Understanding:

The System will provide each newly hired employee with a copy of this Agreement.

4.7 Union Officers:

The System agrees to authorize members of the Union Board of Directors and the System unit job steward's time to attend to his/her Union business. Total time spent shall not exceed 40 hours in aggregate in any fiscal year. Union shall provide a monthly reporting to the System Administrator of the names and hours used by Union officers during System hours. In all cases, the Union officer and/or job stewards shall secure permission from his/her supervisor seven (7) working days in advance of the time he/she will be away from his/her work assignment. An estimate of total time needed away from the work assignment shall be given. The System's schedule needs must take precedent.

4.8 Job Stewards:

The System recognizes the need and affirms the right of Union to designate one (1) Job Steward and one (1) Alternative Steward from among employees in the bargaining unit.

For the purpose of representing bargaining unit employees in grievance procedures, the System shall grant the Job Steward a reasonable amount of time not to exceed one (1) hour per grievance.

The Job Stewards shall be allowed reasonable time, not to exceed ten (10) minutes, to present new employees with Union brochures and literature.

The names of the Union Job Stewards will be provided to the System Administrator no later than thirty (30) days after the signing of this contract. Any change will be provided as it occurs.

The System will not take reprisal against Job Stewards for their lawful activities as provided for under this Agreement and State Law.

(Article 4, cont'd)

4.9 Dues Check Off:

The System agrees to deduct all Union dues, insurance premiums and assessments from the pay of those employees who have authorized such deductions to be made. The amounts deducted shall be remitted promptly to Union or its designees, with an alphabetical list of the employees from whom deducted.

Union agrees to indemnify, defend and hold harmless the System, its officers, agents and employees from any claim, liability or damage arising from this provision.

4.10 Maintenance of Membership:

Effective July 1, 1987 all Union members who have authorized in writing, or who may thereafter authorize in writing the deduction of their Union dues shall remain on payroll deduction so long as they are members of the bargaining unit.

Union members may terminate payroll deductions at the expiration of this Memorandum by giving written notice to the Union during a one month period commencing ninety (90) days prior to its expiration.

4.11 Contracting Unit Work

- (A) The System shall provide advance written notice to the Union of any substantial efforts being undertaken by the System to consider contracting out bargaining unit work, will share with the Union any reports on such matters and, upon request of the Union, will meet and discuss contracting out proposals with the Union.
- (B) The System will provide ninety (90) days written notice to the Union and affected employees of any decision to contract out bargaining unit work that will result in the layoff of employees, and, upon request of the Union, will meet and confer over the impacts of the decision to contract out.

ARTICLE 5

EMPLOYEE RIGHTS

5.1 Personnel Files:

- (A) System and Union agree that personnel records are not subject to public inspection.
- (B) An employee shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the System.

The System shall provide an opportunity for the employee to respond in writing to any information about which s/he disagrees. Such response shall become a permanent part of the employee's personnel record.
- (C) The employee shall be responsible for providing any written response to be included as part of the employee's permanent personnel record.
- (D) The contents of personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the System.
- (E) All letters received by the System which commend the performance of an employee shall be placed in that employee's personnel record.
- (F) No document shall be removed from an employee's personnel record without the knowledge and consent of the employee.
- (G) No employee shall have any comment adverse to his/her interest entered in his/her personnel records or any other record used for any personnel purposes by the System, without the employee having first read and signed the document containing the adverse comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on the document and signed or initialed by the employee.
- (H) All personnel records are and remain the property of the System.
- (I) At his/her request, an employee shall be provided a reasonable number of copies of any document placed in the employee's file except for an employment application.
- (J) Notwithstanding any other provision of this item, System and Union agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

(Article 5, cont'd)

(K) Access to Personnel Files

- a. Should an employee wish to have his/her Union or representative review his/her personnel records, s/he will provide his/her Union or representative with a signed letter indicating the employee's consent to have his/her records reviewed. The Union or representative shall present said consent letter to the employee's appointing authority or his/her designated representative prior to reviewing said employee's records.
- b. 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 subsection (J) above. Where practicable, specific documents needed will be requested.

(L) A confidential employee reporting to the System Administrator shall keep the official personnel records of all employees.

(M) It is mutually recognized that 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 Agreement 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.

5.2 Performance Evaluation:

- (A) Each employee shall be evaluated annually by his/her immediate supervisor, a minimum of fifteen (15) days prior to the employee's anniversary date. Employees at top step of their salary scale shall be evaluated annually during a one month period beginning 2 weeks prior to their anniversary date.
- (B) The supervisor and employee will exchange performance evaluation forms and will discuss the evaluations.

Following the discussion with his/her supervisor the employee has up to forty-eight (48) hours to sign and return the employee performance evaluation form.
- (C) Any supervisor and/or other individual who participated in evaluation of the employee shall be present at the evaluation interview.
- (D) Each employee may respond, verbally or in writing, to his/her evaluation report within ten (10) days from conclusion of the evaluation interview.
- (E) All evaluations shall include narrative remarks to support the overall rating.

(Article 5, cont'd)

(F) Evaluations shall include space for employee comments.

(G) All steps including former "Y" step, now termed Step 5A require a rating of at least satisfactory on the performance evaluation to receive merit increase. Merit increase denials may be appealed, at the employee's option, through Level II of the Grievance Procedure.

(H) Performance evaluation of permanent employees that have an overall rating of "Unsatisfactory" shall be reviewed, at the employee's option, by the employee, the evaluator(s), and the System Administrator or designee.

(I) Performance evaluations shall include the following rating levels:

- a. Outstanding
- b. Above average
- c. Satisfactory
- d. Needs improvement
- e. Unsatisfactory

(J) Ratings of "Unsatisfactory" or "Needs Improvement" in any category shall include the following:

- a. Statement of the problem(s)
- b. Suggested remedial action
- c. Suggested time frame for improvement
- d. Note of any prior counseling given the employee

5.3 No Discrimination:

Provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, race, color, creed, national origin, physical disability, union activity or political affiliation. Union and the System shall equally share the responsibility of the application of this provision.

ARTICLE 6

HOURS

6.1 Full-Time Work:

- (A) A regular full-time work schedule is eighty (80) hours of work within a bi-weekly pay period of fourteen (14) consecutive calendar days.
- (B) A full-time work day is eight (8) hours of work commencing with the start of the work shift or authorized starting time.
- (C) Individual employees may request alternate work schedules in accord with Article 6.3 (F)a. Alternate hours and work schedules of general application may be established by mutual agreement between the Union and the System.

6.2 Part-Time Employment:

- (A) All regular part-time employees, as defined, shall be included in the positions allocated to the System, and shall be expressed as fractions of full-time positions, based upon the ratio of regularly scheduled hours per pay period to 80 hours.

All regular part-time employees shall be eligible to receive all benefits available to career employees, but on a pro-rata basis.

- (B) Substitute hours shall be allocated for the purpose of relief coverage for career, regular part-time employees who are absent on leave of any type.
- (C) Substitute employees shall be eligible to receive holiday compensation for recognized holidays occurring during any month in which the employee would otherwise have worked 160 hours.

6.3 Overtime and Compensatory Time:

- (A) Overtime Defined: The North Bay Cooperative Library System does not authorize overtime nor assign work tasks to be done at home.
- (B) Compensatory time is earned for hours worked on any partial holiday as defined by this Agreement.
- (C) Hours worked shall include paid sick leave, paid vacation, paid assigned holidays and compensatory time taken off.

(Article 6 cont'd)

(D) If the System, during the term of this Agreement, requires overtime or call-back work of an employee, the System agrees to meet and confer with the Union for the purpose of establishing the appropriate level of compensation for overtime and/or call-back duties.

(E) No employee shall take compensatory time off without prior written approval of his/her supervisor. The supervisor shall attempt to schedule such time off at the time agreeable to the employee.

(F) Changes in Schedule

a. Subject to Article 6, paragraph 6.1(A), flexible scheduling may be utilized where mutually agreed upon by an employee and his/her supervisor. A flexible schedule may involve shifts, starting times and/or work days at variance with normal procedure developed to facilitate either (1) response to current demands of work loads; and/or (2) an employee's desire to participate in an outside activity, i.e., an instructional course, which would otherwise interfere with his/her work schedule. Working a flexible schedule shall not entitle an employee to additional compensation provided the total number of hours worked does not exceed 40 hours in a work week. Employees who request flexible scheduling arrangements shall be entitled to a written response within 30 days. A response which denies an employee's request shall state the pertinent rationale. Denial of a specific request shall state the pertinent rationale. Denial of a specific request shall not be grievable.

b. No employee assigned on a flexible schedule shall be required to work hours at variance with his/her assigned flexible schedule.

c. The normal work day is eight (8) hours. Compensatory time for holidays is credited to career employees at the eight (8) hour rate. Employees on a flexible schedule of more than eight (8) hours per work day must make up scheduled work time over eight (8) hours or use accumulated vacation time when a holiday falls during their work week.

d. When a holiday falls on the regular day off of an employee who works on a flexible schedule of more than eight (8) hours per work-day, the employee will be credited with eight (8) hours of compensatory time.

e. The System will make every attempt to give employees a minimum of seven (7) days advance notice of any schedule change.

(Article 6, cont'd)

6.4 Meal and Rest Periods:

(A) Breaks

The System Administration shall grant rest periods to employees of the System. Such rest periods shall not exceed fifteen (15) minutes for any four (4) consecutive hours of work and shall be considered as time worked.

(B) Meal Periods

Employees shall be granted a duty free meal period during each work shift. The duration of the meal period may not be greater than sixty (60) minutes. Different meal periods may be assigned to different work units in the System. Duty free meal periods shall not be considered as time worked.

6.5 Call-Back:

The North Bay Cooperative Library System does not call employees back to the work site. In emergency situations, supervisory personnel or commercial firms are utilized.

ARTICLE 7

PAY AND ALLOWANCES

7.1 Salaries:

Effective July 1, 2007, wage rates for all positions will receive a 3.5% increase to compensate employees for inflationary impacts. Additionally, cost of living adjustment based on the Bay Area CPI index will be given in years two and three with a minimum adjustment of 2% and a wage re-opener if the index exceeds 3.5%.

Cost of living salary increases will be effective with the first day of the first full pay period of both July 2007, 2008 and 2009.

- 7.1.1 Wage Equity: Immediately upon ratification, the Union bargaining unit and NBCLS will meet to perform research regarding compensation of the Librarian III classification. In the event that the research reveals a need for adjustment of compensation, we agree to meet and confer on the sole subject of compensation for the Librarian III classification.

7.2 Salary Upon Status Change:

(A) Salary Upon Employment

a. 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.

b. 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 System Administrator and Board of Directors.

c. Any employee who resigns in good standing 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 eighteen (18) months after his/her resignation shall be paid in the appropriate salary range at the rate nearest the rate at which s/he would be paid if the resignation had not taken place.

(B) Salary Upon Restoration

Any employee displaced, laid off, or voluntarily demoted in lieu of layoff, and reappointed within eighteen (18) months in the same class from which separated or in a closely related class in the same salary range as, or in a lower salary range than the class from which separated, shall be paid at the salary rate above the minimum which is most closely equivalent in percentage above the minimum rate of the applicable range at the

time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when his/her total hours in pay status before and after separation and restoration equal the number of hours required for merit increase during continuous employment.

(C) Salary Upon Promotion

a. Except as otherwise provided herein, an employee who is promoted to a position of a class allocated to a higher salary range than the class from which s/he was promoted shall receive the salary step rate of the appropriate range which would constitute an increase of salary most closely equivalent to five (5) percent of his/her 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.

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

c. An employee who is promoted shall be considered for a merit increase after 12 months.

(D) Advanced Salary Upon Promotion

Upon promotion of an employee to a new class, the System Administrator, with approval of the Board of Directors, may establish for the person being promoted a rate of pay which is higher than that to which s/he is entitled but which in no way exceeds the top of the range.

(E) Salary Advance Adjustment

On occasions where new employees are appointed at a pay rate above the salary range minimum, the System Administrator, with approval of the Board of Directors, 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 employees, and in all cases no less than five (5) percent, and not to exceed the fifth step. Such increase shall not act to postpone consideration for any subsequent merit increase for which an incumbent may become eligible. This section does not apply to Substitute Employees.

(F) Salary Upon Demotion

a. An employee who, during his/her probationary period, is demoted to a class which s/he formerly occupied in good standing during the same period of continuous employment, shall have his/her salary reduced to the salary s/he would have received if s/he had remained in the lower class throughout his/her period of service in the higher class. His/her eligibility for merit advancement shall be determined as if s/he had remained in the lower class throughout his/her period of service in the higher class.

b. An employee, to whom the circumstances described in paragraph (a) of this subsection do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which s/he is demoted, may have his/her salary reduced, but in no case, no more than five (5) percent, except that such employee shall not be paid more than the maximum of the range of the class to which s/he is demoted. His/her eligibility for merit advancement shall not change as a result of demotion.

c. An employee, to whom the circumstances described in paragraph a. of this subsection do not apply, who is demoted voluntarily to a position of a class which is allocated to a lower salary range than the class from which s/he is demoted, shall receive his/her salary at the rate most nearly equal to his/her present salary step, except that it shall not exceed the maximum of the salary range for the new class. His/her eligibility for merit advancement shall not change as a result of demotion.

(G) Salary Upon Transfer

a. In the case of the transfer of an employee from a career 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.

b. In case of the transfer of an employee from substitute, or regular part-time position to another substitute or regular part-time position in the same class or in another class to which the same salary is applicable, the employee shall continue at the same salary step.

(H) 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.

(I) Salary Upon Reclassification of Position

a. Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary s/he was receiving prior to the reclassification.

b. 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 this section upon promotion.

c. 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 this section upon voluntary demotion. Whenever the effect of reclassification is to reduce the salary of an incumbent, the System Administrator may determine that the incumbent shall continue to receive his/her previously authorized salary until termination of his/her 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 such an incumbent as being paid at a special fixed rate (Y rate) for his/her class.

(J) Merit Advancement Within Salary Ranges

a. Merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous salary step rate except for Step 5A which will receive an additional 1%.

(K) Salary Upon Advancement Within a Range

a. Each employee shall be considered for an initial merit increase upon completion of 12 months. Each such employee shall be considered for subsequent merit increases every 12 months thereafter. For the purpose of merit increase, hours in pay status in a different class at the same or higher salary shall be included in the total. All hours in pay status to be credited for this purpose must be performed during continuous employment.

b. Employees who are not considered for a merit increase in a timely manner consistent with subsection (a) above shall be granted their merit increases automatically. In such instances the employee shall be paid the difference between the rate actually paid and the higher rate reflecting the merit increase retroactively.

7.3 Salary Upon Temporary Promotion:

(A) An employee performing duties of a higher classification and who continuously performs duties of the said higher classification for fifteen (15) consecutive calendar days, 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 five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. S/he shall receive increases for the position in accordance with the merit increase section of this Agreement as though s/he had been appointed on the day that s/he began to receive the salary designated for the position.

(B) A 24-hour work waiting period shall apply each subsequent time an employee performs duties of the same higher classification. Upon completion of the 24-hour waiting period, an employee will be entitled to receive increased salary as described in paragraph (A), effective from the first hour of temporary promotion.

7.4 Bilingual Pay:

The North Bay Cooperative Library System does not require bilingual skills for any allocated position.

(Article 7 cont'd)

7.5 Deferred Compensation:

(A) The System agrees to offer a deferred compensation plan for bargaining unit members.

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

(C) This section does not apply to substitute employees.

7.6 Direct Deposit:

The System Administration will make a deposit of participating employees' paychecks directly to the employee's accounts in the participating financial institutions. The effective date of deposit will be no more than one day after the regularly scheduled date of payroll issue.

7.7 Employee Rewards:

The System agrees to provide a regular program of awards for valuable suggestions, services, cost saving measures or accomplishments of bargaining unit employees.

ARTICLE 8

EXPENSE AND MATERIALS

8.1 Personal Property Reimbursement:

Upon recommendation of the appointing authority, the System, 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 any such items are lost or damaged in the line of duty without fault of employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of loss thereof, or damage thereto, in accordance with the personal property Claims Guide as provided by Sonoma County Board of Supervisor's Resolution #56420, dated January 18, 1977.

8.2 Staff Development

(A) The System will provide the maximum in quality staff development. System participation through expense reimbursement or approval of leave will only occur where there is a reasonable expectation that the employee's work performance or value to the System will be enhanced as a result of the course of study.

(B) Resources for staff development include departmental in-service training, tuition and textbook reimbursement, continuing education leave and departmental travel funds, or employee paid training expenses.

a. Career employees may receive reimbursement under this provision for expenses up to \$500 in any one fiscal year.

b. Regular part-time employees may receive reimbursement under this provision for expenses up to \$250 in any one fiscal year.

(C) There are several methods by which the System may authorize and finance employee development. These methods include:

a. Tuition and Textbook Reimbursement

Career and regular part-time employees are eligible for tuition and textbook reimbursement. An employee may request reimbursement for costs associated with a course approved by the appointing authority. Such requests shall be limited to costs totaling not less than \$20.00.

(1) When an employee receives reimbursement for a course, satisfactory completion must be demonstrated.

(Article 8 cont'd)

- (2) No expenditure for supply costs will be allowed under this sub-section.
- (3) No reimbursement shall be authorized for employees who receive, or are authorized to receive tuition reimbursement from another source.
- (4) Tuition and textbook reimbursement may be used for continuing education courses subject to the provision of b. (2) a., b., c., of this sub-section. They may also be used for payment of professional organization dues.
- (5) The System recognizes the desirability and mutual benefit of in-service training on supervisory principles and practices for employees. The Library will continue to present levels of supervisory skills training and, where Library resources permit, expand that in-service effort.

b. Continuing Education Courses

Those courses taken on System time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the employee's supervisor.

(1) The System shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.

(2) In-Service Training Agreement

(a) Training courses to be attended shall have a direct bearing on the work of the employee.

(b) Attendance at training courses may be authorized by the employee's supervisor. Decisions by supervisors on requests by employees should be based on the following criteria:

- (i) The effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible.
- (ii) The relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.
- (iii) The method of financing the request by the employee. There are three ways the expenses of the program might be paid.

(Article 8 cont'd)

1. By the System. Expenditures for travel, meals, lodging, registration and other items included annually within the agency budget.
2. By other public or private agencies. Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations.
3. By the individual employee. Occasionally, the agency budget may not permit trips to be paid by the System. The employee may feel that the trip would be of benefit to his/her professional development, and therefore, would be willing to pay the expenses if s/he were permitted time off from work at full salary.

(iv) When more than one employee within a department requests to attend in-service training and it is not possible to grant attendance for all those who have made such a request, because of the criteria listed above, the Department Head shall establish an attendance list based on the priority order of:

1. Prior identified training needs
2. Prior attendance at similar courses
3. Seniority (continuous service).

(c) When attendance of any one course extends over a period in excess of four (4) days, either consecutive or at regular intervals, and when an expenditure of \$500 or more is required to cover expenses, an employee shall be required to sign an agreement wherein s/he shall reimburse the System for costs of the training, including tuition, books, travel and living expenses paid by the System, if s/he leaves System employ within one (1) year after completion of the training course. If s/he leaves System employ between one and two years after completion of the training course, s/he will reimburse the System for one-half of the cost.

An In-Service Training Agreement shall not be required where, against an employee's expressed desires, a department requires an employee to attend in-service training.

8.3 Mileage Reimbursement:

Effective July 1, 1996, any employee who provides a motor vehicle for travel required of him/her in the performance of official duty shall be reimbursed at the IRS allowable rate.

8.4 Parking Reimbursement:

Effective July 1, 1996, each full-time and regular part-time employee of the System shall

(Article 8 cont'd)

receive reimbursement for actual parking expenses up to the cost of a monthly parking permit in the City of Santa Rosa Parking Facility #6.

ARTICLE 9

HEALTH AND WELFARE

9.1 Health Benefits:

(A) Health Insurance. During the term of this Memorandum, the System will maintain the same level of health insurance as was in effect June 30, 1992 for career employees and regular part-time employees and their dependents. As agreed upon by separate memo on December 18, 1991, NBCLS will pay 90% of the premium for all levels of health insurance. Effective July 1, 1999, NBCLS will pay 88% of the premium and employees will pay the remaining 12% premium. Effective July 1, 2000, NBCLS will pay 87% of the premium and employees will pay the remaining 13% premium. Effective July 1, 2001, NBCLS will pay 86% of the premium and employees will pay the remaining 14% premium.

(B) Dental Insurance. During the term of this Memorandum, the System will maintain the same level of dental insurance as was in effect June 30, 1987, for career employees and regular part-time employees and their dependent; except that the annual maximum for the dental benefit is increased to \$2000 with the cost of major dental procedures being split 80/20 between the insurance and the employee. The System will pay the full costs of coverage for career employees and their dependents, and a pro-rata amount for part-time employees and their dependents.

The System will pay premiums for orthodontia care, \$1,000 lifetime maximum per employee and each dependent; claims split 50/50 between employee and System.

(C) Vision Care Insurance. During the term of this Memorandum, the System will maintain the same level of vision care insurance as was in effect June 30, 1987, for career employees and their dependents.

The System will pay the full costs of coverage for career employees and their dependents. This coverage includes specific provisions for those employees who use a video display terminal 20 hours per week.

(D) Retirees.

(1) The System will provide health insurance benefits to all career employees hired before July 1, 1992 who retire after July 1, 1992 with ten (10) or more years of System service (consecutive or non-consecutive) at the same level of benefits as those being provided for current career employees and in accordance with the schedule of payments for the same.

(2) For any career employee hired or rehired after July 1, 1992, retiree health care shall be available under the following terms and conditions:

(Article 9 cont'd)

For career employees who retire with a minimum of ten years of System service (consecutive or non-consecutive) after July 1, 1992 the System shall contribute for the retiree only on the same basis and in the same manner as is done for employees hired before July 1, 1992. The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree shall be responsible for the full costs of dependent(s) premium.

For career employees who retire with a minimum of twenty years of System service (consecutive or non-consecutive) after July 1, 1992, the System shall contribute an additional 50% of the cost of coverage for one dependent on the same basis and in the same manner as is done for employees hired before July 1, 1992. The retiree may enroll additional eligible dependents in the group health plan covering the retiree, but the retiree shall be responsible for the full costs of dependents(s) premiums.

In no event shall career employees hired or rehired after July 1, 1992 be entitled to receive greater contributions from the System for a health plan upon retirement than the System pays for employees hired prior to July 1, 1992 upon their retirement.

(3) The System shall provide health insurance benefits to all career employees who retire after July 1, 1983 and prior to July 1, 1992 at the same level of benefits as those being provided for current career employees and in accordance with the schedule of payments for the same.

(4) All other retiring System employees shall be provided access to health insurance at the same level of benefits provided to career employees, but the costs shall be borne by the retiree.

(E) Long-Term Disability Insurance. During the term of this Memorandum, the System will maintain long-term disability insurance for career employees. The waiting period for benefit eligibility will be 60 days and the maximum benefit will be the amount determined by Sonoma County Risk Management annually. The amount will not be less than \$2,400 per month.

(F) Life Insurance. A Life Insurance policy covering career employees shall be maintained through June 30, 1989 with a benefit level of \$10,000.00. During the second year of the Memorandum the benefit level will be maintained at \$10,000.00.

(G) a. Health Maintenance Organizations

During the term of this Memorandum and for so long as they remain in existence, the Health Plan of the Redwoods HMO, PacifiCare HMO and the Kaiser HMO will be made available to employees through payroll deduction. The System will contribute up to the amount specified toward the employee's utilization of the particular HMO health plan the

(Article 9 cont'd)

employee selects.

b. Dental and Vision Benefits Paid

Any increased cost in premiums for dental or vision care benefits during the term of this Memorandum shall be paid by the System at no cost to the employee.

c. Participation

Election to participate in the Sonoma County Health Plan, the Kaiser HMO, PacifiCare or the HPR HMO programs, as available, and the Dental Program will take place during the first full pay period following employment or it shall be made during a 30 day open enrollment period which will take place prior to June 15, 1998. Subsequent to the open enrollment periods, an employee who did not elect to be covered under the Sonoma County Health Plan, if available, may be enrolled at the commencement of any full pay period, after first providing evidence of insurability to the County of Sonoma.

d. Cessation of HMO Plans

During the term of the Memorandum if any offered HMO plan ceases to be available, the System agrees to meet and confer with the Union regarding a replacement plan.

9.2 Continuation of Insurance Contribution During Leave Without Pay:

(A) If an employee goes on leave without pay which reduces the employee's time in pay status to less than 50% of the employee's regular work schedule in a pay period, the System will cease to pay the employee's insurance contributions. The employee must pay the employee's insurance premiums if the employee desires to continue insurance coverage.

(B) If an employee goes on leave without pay which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the System will continue to pay the employee's normal insurance contributions.

(C) Should an employee exhaust sick leave and go on medical or maternity leave without pay, the System will make its normal contribution to the employee's health, dental, and LTD insurance program for a period not to exceed 13 pay periods per illness. Beginning with the 14th pay period, the employee will be entitled to continue normal insurance coverage by paying the insurance premiums. The System will provide reasonable advanced notice prior to the exhaustion of the 13 pay periods of the employee's obligations regarding the opportunity to continue employee paid benefits.

(D) An employee who is entitled to continued insurance coverage as specified in paragraphs (A) and (C) above, must notify the Administrative Assistant no later

(Article 9 cont'd)

than three (3) working days after the first day of the leave of absence, of the intent to continue insurance coverage. Special forms will be provided for this purpose. Premiums shall be

deposited by the employee with the Administrative Assistant no later than the 10th day of the month for which the premium is due. The employee may submit a self-addressed, postage paid envelope to the Administrative Assistant for the purpose of receiving a reminder notice if the premium is not paid by the due date. A separate envelope must be submitted for each month for which notification is desired. The premium is due the 10th day of each month for the period to be covered.

(E) If the employee fails to make proper payment acceptable to the System Administration, the employee's continued health, dental and LTD coverage shall be terminated.

(F) Under no circumstances will the System be obligated to pay insurance premiums for dependent coverage under this Article.

9.3 Regular Part-Time Benefits:

(A) Regular part-time employees shall be eligible to participate in the health insurance, dental insurance and, if available, vision care programs on a pro-rata basis. Proration shall be based on the ratio of regularly scheduled hours per pay period to eighty (80) hours. Election to participate in either program shall be made during the first full pay period of employment or during the annual open enrollment period.

(B) Any regular part-time employee and their dependents, who, on June 30, 1983, are being provided with the same insurance benefits as are full time employees, will continue to receive full-time benefits throughout the term of this Memorandum.

9.4 Temporary Disability Indemnity:

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability indemnity may elect to take as much of the employee's accumulated sick leave, vacation leave or compensatory time off as when added to the employee's disability indemnity will result in payment to the employee of the employee's regular salary. An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

9.5 Substitute Employees:

Substitute employees are not covered under any of the benefits provided in this Article.

(Article 9 cont'd)

9.6 Prorated Premium:

Those employees electing to participate in insurance programs on a pro-rata basis will have prorated premiums deducted from their paychecks on a bi-weekly basis.

9.7 Child & Adult Dependent Care Assistance:

Those employees electing to participate in the Child & Adult Dependent Care Assistance Program will have their annual contribution deducted from their paychecks on a bi-weekly basis. Contributions must comply with IRS regulations.

ARTICLE 10

HOLIDAYS

10.1 Full-Day Holidays:

(A) The System Headquarters shall be closed on these holidays and no employee required to work:

- a. New Year's Day, January 1
- b. Martin Luther King's Birthday, 3rd Monday in January
- c. Washington's Birthday, 3rd Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, July 4
- f. Labor Day, 1st Monday in September
- g. Thanksgiving Day, as designated by the President
- h. The day following Thanksgiving Day
- i. Christmas Day, December 25
- j. Friday before a holiday which falls on a Saturday
- k. Monday after a holiday which falls on a Sunday excepting Easter Sunday
- l. Each day appointed by the President of the United States or the Governor of the State of California 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 full or partial holidays.

(B) Any career employee whose regularly scheduled day off falls on a holiday shall be credited with eight (8) hours of compensatory time off.

(C) Any regular part-time employee whose regularly scheduled day off falls on a holiday shall be credited with compensatory time off on a pro-rata basis.

(D) Regular part-time employees who would suffer a reduction in the number of hours regularly scheduled to be paid as a result of this Article shall be allowed to make up those hours in the same or next pay period.

(Article 10 cont'd)

10.2 Christmas Eve and New Year's Eve:

(A) In lieu of closing on Christmas Eve or New Year's Eve, each career employee in pay status on the last working day of the pay period that contains the above designated holidays shall be granted 4 hours of compensatory time for each holiday which may be taken as time off on a day mutually agreeable to the employee and management. Nothing stated above will prevent an employee from taking the 4 hours of New Year's Eve and combining it with the prior Christmas Eve's 4 hours to take an entire day off. Regular part-time employees shall be entitled to a prorated number of hours as defined by Article 10.0 (C).

(B) Regular part-time employees will be credited for Christmas Eve and New Year's Eve on a pro-rata basis.

(C) Regular part-time employees who would suffer a reduction in the number of hours regularly scheduled to be paid as a result of this Article shall be allowed to make up those hours in the same or next pay period.

10.3 Floating Holidays:

(A) In lieu of Lincoln's Birthday, February 12, Admission Day, September 9, Columbus Day, 2nd Monday in October, Veteran's Day, November 11, each career employee in pay status on the last working day of the pay period that contains the above designated holidays shall be granted 8 hours of compensatory time for each holiday which may be taken as time off on a day mutually agreeable to the employee and management. Regular part-time employees shall be entitled to a prorated number of hours as defined by Article 10.1 (C).

ARTICLE 11

VACATION

11.1 Vacation Accrual:

(A) Each career employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than 240 working hours.

(B) Regular part-time employees shall accrue vacation leave on a pro-rata basis; usage and accrual shall be governed by the same rules and regulations applicable to career employees.

(C) Accumulation of vacation time over thirty (30) working days will not normally be allowed, but may be granted upon recommendation of the Administrator, with confirmation by the Board, when due to an extreme emergency in the operation of the System, or for the purpose of planned travel or study programs.

(D) Each employee who has completed the following years in continuous service shall accrue vacation leave to the totals listed below:

<u>Years of Completed Service</u>	<u>Days per Month of Completed Service</u>
0 - 5 years	1.3325
5 years + 1 day - 10 years	1.5825
10 years + 1 day	1.75

11.2 Vacation Schedules:

(A) Vacation schedules shall be arranged by the employee's supervisor with particular regard to the needs of the service, and with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to him/her in that year.

No employee may take vacation without advance written approval of his/her supervisor.

(B) If an employee must use leave before a previously approved requested vacation, those days would be leave without pay until the employee has sufficient hours to cover the approved leave requested. Leave without pay used in this provision will not be considered a break in service.

11.3 Payment for Unused Vacation:

Each employee who is separated from the System service shall be entitled to payment in lieu of all unused vacation leave which s/he may have accumulated as of his/her last day of work and which shall be computed on the basis of such employee's regular hourly rate

(Article 11 cont'd)

at the time of termination.

ARTICLE 12

LEAVES

12.1 Sick Leave:

(A) Accrual and Use

a. Each career employee shall accrue and accumulate sick leave with full pay at the rate of one day per calendar month of employment. Regular part-time employees shall be eligible to receive sick leave on a pro-rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full time employees.

b. Earned sick leave credits may, with the approval of the appointing authority, be used by the employee:

(1) during the employee's own incapacity due to illness or injury

(2) during the time needed by the employee to undergo medical or dental treatment or examination

(3) during a maternity leave in which the employee is absent from work due to the imminent or actual birth of a child. Usage of sick leave under this paragraph shall be limited to the greater of either (1) the maximum number of hours consistent with maintenance of a minimum remaining balance of eighty (80) hours, up to a limit of 320 hours per occurrence; or (2) the period during which the employee is certified to be incapacitated by her physician

(4) when a child, spouse, sibling, parent, or dependent household member of an employee, is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, sibling or parent; provided, however, that sick leave under this paragraph shall not exceed 40 hours per occurrence unless extended by joint action of the employee's supervisor and the System Administrator by reason of exceptional hardships

(5) Up to three days of sick leave per year shall be authorized for personal necessity leave for extended compassionate leave, accidents, and family emergencies.

c. A signed affirmation for sick leave shall be required for each use of such sick leave. Reasonable medical evidence of incapacity from an attending medical professional may be required for sick leave use of less than 24 hours when an employees' sick leave balance is less than 60 hours; reasonable medical evidence of incapacity from an attending medical professional may be required for sick leave use of more than 24 hours, regardless of the balance.

(Article 12 cont'd)

d. The Board of Directors may grant extended sick leave in excess of accrual in special cases of meritorious service. Each special case shall be considered on the basis of a written request by the employee where such may be obtained and a written report from the department head outlining the length of service of the employee, the quality of such service, and special circumstances applicable to the case in question.

e. In the event that an employee exhausts all available paid leave, the Library Administrator may, for a period of six months, grant a leave without pay of up to forty hours. Such a request shall be made by the employee in writing, and shall be granted, or denied, according to the same criteria as are applied to requests for vacation. Any leave, other than sick leave, accrued since the employee's leave balances were exhausted may also be used by the employee.

(B) Sick Leave Pay Off

a. Each employee who separates from System service voluntarily or by death, lay off, or retirement or reason other than disability, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

b. A former employee who is reappointed to the System's staff, shall not be entitled to have restored to her/his credit any sick leave balance remaining at the time of separation from the System's service.

c. Each employee separated from System, service by retirement for disability shall be entitled to payment at such employee's standard hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

(C) Sick Leave Conversion at Retirement

In the second year of the contract beginning July, 1990, the System will allow the conversion of unused sick leave into service credits towards retirement as available through PERS.

12.2 Compassionate Leave:

An employee may be granted up to three (3) days of leave with pay, in the event of death of partner or spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, grandchild or person with whom s/he has a relationship in loco parentis, and the mother or father of the employee or of the partner or spouse of the employee. Where travel in excess of 250 miles is required, an additional sixteen (16) hours of paid leave may be granted to supplement compassionate leave. Such additional paid leave will be charged to sick leave. If sick leave is exhausted, such additional paid leave will be charged to vacation leave.

(Article 12 cont'd)

12.21 Catastrophic Leave:

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury either to themselves, a spouse, a parent, or to a dependent minor child.

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.

Employees who have successfully completed 2,080 hours or 1 year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to spouse, parent or dependent minor child.

The employee must first exhaust all accrued sick leave, vacation leave, and compensatory time before qualifying for catastrophic leave.

Catastrophic leave shall be additional paid leave available from vacation, compensatory leave or administrative leave hours donated by other employees to a specific qualified employee.

Employees donating vacation, compensatory or administrative leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time or administrative leave.

An employee requesting catastrophic leave must receive the approval of the System Administrator. Such 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 recommended and approved. All time donated will be credited on an hour-for-hour basis regardless of hourly pay differentials between donating employee and recipient.

Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers Compensation Leave.

While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

(Article 12 cont'd)

12.3 Court Leave:

All employees represented by Union are entitled to leave of absence with full pay to appear as a witness in court, in the state of California, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her connivance or misconduct. These provisions do not apply to employees whose appearances are in the line of duty. An employee may retain such payment as may be allowed him/her for lodging, meals, travel but as a condition for entitlement to court leave, each employee shall make payable to the System any and all fees which s/he may receive as payment for his/her service as a witness.

12.4 Jury Duty:

Any employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as s/he may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed him/her for travel but shall make payable to the System any and all fees which s/he may receive in payment for his/her service as a juror.

12.5 No Break in Service:

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

12.6 Time Off for Voting:

An employee who is a registered voter shall be granted up to (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.

12.7 Leave Without Pay:

(A) General Provisions

a. System employees shall be granted a minimum of four (4) months of leave without pay for pregnancy/maternity leave.

b. The System Administrator may, with the approval of the Board of Directors, grant leaves without pay, at the request of the employee concerned, to employees because of illness, disability; or for educational purposes; or for childrearing or extended travel; or for other reasons.

c. An employee may appeal the denial by the System Administrator of his/her request for leave without pay. Such appeal shall be made in writing and submitted to the Board of Directors within five (5) working days after the employee is notified of the denial, and shall specify the reason for the leave. Any

(Article 12 cont'd)

appeal of a denial of leave 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 his/her position and a prognosis of his/her ability at the termination of the requested leave.

12.8 Leave for Candidates for Public Office:

Any employee who becomes a bona fide candidate for elective public office, may upon recommendation of the System Administrator and with approval of the Board of Directors, be granted and take leave of absence without pay during all or any portion of the period of his/her candidacy by delivering to his/her department head at least ten (10) days' written notice of intention to do so, specifying the dates upon which such leave shall begin and end. Such employee may, by further ten days' written notice delivered to his/her department head change the date upon which such leave shall end. Such leave shall not extend beyond the period of time during which such employee is a bona fide candidate for elective public office.

12.9 Leave Without Pay for Military Service:

Requests for leave without pay for military service shall be approved by the System Administrator in accordance with applicable law.

12.10 Voluntary Time Off

A cumulative total of 10 days per employee per fiscal year may be granted pending approval by System Administrator. All benefit payments except wages will be made on behalf of the employee as though they are in regular work schedule status during the period of voluntary time off.

ARTICLE 13

SPECIAL PROVISIONS

13.1 Emergency Evacuation:

Policies and procedures for emergency evacuation of System personnel and visitors from System Headquarters shall be developed. An evacuation plan shall be posted in the building, and safety drills shall be conducted on a regular basis.

13.2 Distribution of Memorandum of Understanding:

The System agrees to pay one-half the total cost of providing a copy of this Agreement to all employees affected by this Agreement within 60 days after the adoption of this Agreement.

13.3 Labor Management Committee:

(A) Intent

The parties recognize and agree that constructive employee/management dialogue contributes to the quality and efficiency of System services. To this end the Labor Management Committee (LMC) shall serve as a forum to:

- a. Promote full and open direct communications between Bargaining Unit and Management representatives;
- b. Allow employees to achieve a thorough understanding of the reasons for existing or proposed or newly implemented System policies, practices, and procedures;
- c. Encourage employee input and suggestions to identify problems and improve or expand the quality and level of System services and employee working conditions.

(B) Meetings

The Labor Management Committee shall meet quarterly. Management will schedule and announce the meeting each quarter.

(C) Membership

- a. The LMC shall consist of two (2) members appointed by the union and two (2) members appointed by management. The appointments made by both union and management may be from any job classification.
- b. Members will be appointed to serve one (1) fiscal year. Members may be re-appointed.
- c. The committee will conduct business by consensus.

(Article 13, cont'd)

d. Recommendations made by the committee are advisory.

(D) Employees serving on the LMC will receive training on committee effectiveness.

(E) The Labor Management Committee shall not be empowered to modify the terms of the MOU; similarly, discussion by the Labor Management Committee regarding new terms and conditions of employment shall not constitute meet and confer as provided for by applicable law. The Labor Management Committee may recommend that negotiations be convened for the purpose of modifying the terms of the MOU.

13.4 Personal Belongings:

Each employee will be provided a secured place for personal belongings. Desk keys shall be issued.

13.5 Job Sharing:

Employees of equal rank and qualifications who are sharing allocated positions on June 30, 1985, will be considered regular part-time employees.

Additional job sharing arrangements will be subject to management approval and review under existing guidelines. Employees allowed to share an allocated position shall be eligible to participate in all career employee benefit plans on a pro-rata basis.

13.6 Closure of System Headquarters:

When System Headquarters closes early due to power outages, weather conditions or other reasons beyond the control of the employees, and staff cannot be scheduled to work at sites in member libraries, those affected employees will be paid for their scheduled hours for the balance of that scheduled work day. They will not be required to make up those hours. Should closure of System Headquarters be necessary for a full day(s), employees will be reassigned to other work locations in member libraries, where practical, for the duration of the closure.

13.7 Board Agendas:

A copy of all Board of Directors' agendas and minutes will be posted on the staff bulletin board, and a copy of agendas, attachments, and minutes will be sent to the Union, at the time they are sent to the Board members.

13.8 Employee Passwords on System Provided Accounts:

Employees shall provide written confirmation of personal passwords being used on electronic accounts and electronic devices provided to the employee by the System. Such accounts and devices include

(Article 13, cont'd)

email, voice mail, various databases, personal computers and pagers. If the password is changed periodically, the employee shall notify System Administration immediately.

13.9 Classification Descriptions:

The System and the Union agree to review job classifications for their accuracy during October of 2002. Any represented employee wishing for his/her classification description to be reviewed should state so in writing.

ARTICLE 14

LAYOFFS

14.1 Layoff, Restoration and Recall Rights:

Employees shall be subject to lay-off whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

14.2 Procedures:

(A) Order of Layoff

Whenever it is necessary to lay-off one or more employees from the System staff, employees shall be laid off in the following manner:

Service in the class in which the lay-off 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 System service in the affected class shall be laid off before those with greater total continuous System service in the affected class. Continuous part-time service shall be prorated on a hour for hour basis in its relationship to full-time work.

(B) Notification Period

An employee may be laid off three weeks (21 calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address, and to the Union. Following initial notification of layoff, an employee may choose to waive additional notice of layoff and continue to work on a day to day basis while work remains available. Waiver shall be provided in writing and may remain in effect no longer than the end of the current fiscal year.

(C) Placement

Prior to layoff, the System shall attempt to place employees in a vacant position, should such vacancy exist, should the employee request such consideration.

(D) Severance Options

Employee -- An employee who has received a formal written layoff notice and is unable to displace another System employee or receive placement into another System position, may separate from System service after the eighth work day of the three week notice period, and receive his or her normal base salary for the hours he or she would normally be scheduled to work during the remainder of the three week period.

System -- The System may, in lieu of providing the required three week notice, lay-off an employee who is unable to displace another System employee, and is not eligible for

(Article 14 cont'd)

placement, separate an employee from System service due to lay-off, provided that the System continues to provide the employee with his or her normal base salary and benefits for the hours he or she would normally be scheduled to work during the three week period.

(E) Medical Coverage

The System shall continue to make its usual medical insurance contributions for laid off employees for the first six pay periods following layoff, and shall make one-half its normal contribution for an additional six pay periods following layoff. Beginning with the thirteenth pay period following layoff, laid off employees may elect to continue medical insurance by utilizing COBRA.

(F) 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. The rights of such employees shall be the same as those of a laid-off employee's displacement rights as described below in Section (G) of Article 14.1 but may require actual displacement of another employee.

(G) Displacement

1) An employee who has been designated for layoff and who has greater total continuous service than another employee in the system in another class or class series with the same or lower salary allocation in which class she or he previously has permanent or probationary status and for which she or he is qualified for transfer or voluntary demotion, may elect to displace the junior employee with the lesser continuous System service. An employee who is displaced may be laid off and replaced by the employee who is junior to her or him.

2) An employee who is displaced because of lay-off may in the same manner displace an employee who is junior to her or him.

3) Should an employee have the right to displace more than one class, she or he shall first displace in the class with the highest salary allocation.

(H) Restoration

1) Each person who has been laid off from a position in which she or he had permanent status shall, in writing, be offered restoration to the position from which he or she is laid off, should such position be re-established or should the necessity for lay-off or displacement cease to exist, within two years after the date of lay-off or displacement.

2) Whenever more than one person has been laid off and or displaced in the same class series, the order of restoration shall be in the inverse order of layoff.

(Article 14, cont'd)

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.

4) A person who is unavailable for restoration may, within two weeks after she or he is declared unavailable, request in writing to the System that he or she be considered for further offer of restoration, should such occur within one year after lay-off or displacement. His/her request shall contain a full explanation of the reason for his/her unavailability. Within one month after the request is filed, the System shall either grant or deny further offer of restoration. The System may specify conditions under which further offer of restoration may be granted.

5) Any person who, within two (2) years, is restored to a System position pursuant to this Article, shall be considered as having no break in System service.

ARTICLE 15

RECRUITMENT/REASSIGNMENT

15.1 Purpose:

The North Bay Cooperative Library System provides numerous benefits to the residents of its service area. Among the most significant of those benefits is a diverse staff whose individual aptitudes and competencies can be utilized in positions and assignments most suited to them and therefore to the service to be provided.

As the System expands its staffing, patterns must of necessity change. As the System develops new services and technologies it will require from each employee the ability to accept new methodologies, new responsibilities, and new assignments.

In the course of their service individual employees are expected to become more knowledgeable and competent in their own and related areas of work, through training, experience and continuing education, thus adapting themselves to the expansion and changing requirements of the agency.

15.2 Appointments:

All individuals appointed to positions on the System staff are selected on the basis of their demonstrated competencies, potential for development, and flexibility in matters of job assignment.

15.3 Reasons for Reassignment:

(A) Individuals are reassigned to fill vacancies, or to provide new services, or to accommodate new methods of providing services.

(B) Individuals are reassigned to enhance their experience, increase their knowledge of the System as employees, and expand their skills. Individuals are valuable to the System as employees and are eligible for advancement in proportion to their breadth of knowledge and variety of skills. Such development can only come about through exposure to several working situations.

(C) Individuals are reassigned where this is necessary to provide advancement. When opportunities arise for advancement, present employees will always be given careful consideration.

(D) Individuals may be reassigned if, in the judgment of the System, below standard performance can show improvement in another assignment which is more suitable to the individual's abilities, or provides an opportunity for more careful performance evaluation.

15.4 Employees' Preferences:

Whenever possible, an individual's desire for a reassignment, or for a particular reassignment, is accommodated. This must be matched, however, with qualifications for the position to be filled.

(Article 15, cont'd)

In matters of reassignment, employees must be frank in expressing interest or lack of interest in order to have their desires seriously considered. In matters of transfer, employees must be frank in expressing interest or lack of interest and in the first instance place a written request on file, in order to have their desires seriously considered when opportunities occur.

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

15.5 Other Considerations:

Individuals are not reassigned for disciplinary reasons. No position in the System is unimportant to the service which the agency provides. It follows, therefore, that when an individual is not performing satisfactorily the problem for the System cannot be cured by a reassignment to another position.

It sometimes happens, however, that a person whose performance is below standard can show improvement through reassignment to another assignment which is more suitable to the individual's abilities, or provides an opportunity for more careful performance evaluation. When this possibility exists it will be utilized in an attempt to avoid dismissal.

The System shall provide training, and evaluate reassigned employees as necessary to provide the employee with the opportunity to perform at an acceptable level in the new position.

15.6 Filling of Positions:

(A) The System shall post an announcement, for recruitment purposes, of all employment opportunities. Job announcements will state whether the opening is full or part-time, the job classification and salary range, location, beginning date and final filing date. Announcements shall be posted in the System Headquarters and a copy provided to the Union as soon as possible but in no case less than seven (7) days prior to the final filing date, to provide a reasonable period in which qualified employees may apply. In addition the Cooperative agrees to post for the benefit of employees any and all job opening announcements provided by the Sonoma County Library.

(B) Applications of qualified employees shall be given first consideration when personnel vacancies occur. If no employees are considered for the vacancy the System shall meet with the Union to discuss the potential of assigning such work through restructuring, position reclassification, or other applicable means prior to filling the vacancy.

(C) A file of requests for change of position received from employees shall be maintained for immediate reference when a vacancy occurs.

15.7 Recruitment:

When System operation requires temporary or short-term additions to staff, such extra work shall be offered to current regular part-time employees whenever possible prior to retaining new, temporary employees.

ARTICLE 16

GRIEVANCE PROCEDURE

The following grievance procedure shall apply to all employees within the bargaining unit.

16.1 Grievable Matter: Definitions

A "grievance" is a claim by an employee, a group of employees, or Union on behalf of an employee(s) concerning the interpretation, application, or alleged violation of this Memorandum.

A "day" shall mean a week day, i.e., Monday through Friday.

No employee shall be subjected to discrimination, coercion, restraint, or reprisals by reason of utilization of this grievance procedure.

Reasonable time off from usual duties shall be accorded to an employee for the purpose of presenting a grievance, or for appearing with an aggrieved employee in a grievance proceeding, or acting as a representative of SCOPE.

16.2 Standing to Initiate Grievance:

An individual employee or Union who in good faith has a grievance with the System may file a formal grievance.

At any step of the grievance procedure the employee may represent him/herself, or may be represented by a Union representative who may be a System employee. 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 party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

16.3 Informal Level:

The grievance must be initiated within twenty (20) days after grievant is aware of the action or occurrence giving rise to the grievance. Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. The immediate supervisor must reply to the grievant within five (5) days.

16.4 Formal Level:

Level I

Within fifteen (15) days after the informal discussion, the grievant must present the grievance in writing

(Article 16, cont'd)

on the appropriate form to the appropriate supervisor. This statement shall be a clear, concise statement of the grievance, the grievant's designated representative, if any, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The supervisor shall communicate the decision to the employee in writing within five (5) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

Level II

If the grievant is not satisfied with the decision at Level I, s/he may, within ten (10) days, appeal the decision on the appropriate form to the System Administrator. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The System Administrator shall communicate the decision to the grievant within ten (10) days. If the System Administrator does not respond within the time limits provided, the grievant may appeal to the next level.

Level III

In the event that the grievant is not satisfied with the recommendation or recommendations of Level II, s/he may request in writing within ten (10) days a hearing by the Board of Directors. This level is optional with a grievant. If request is made, the Board shall grant a hearing at the earliest practicable time, but commencing at a date no later than sixty (60) days after the date the request is filed.

Level IV

If the grievant is dissatisfied with the decision of the Board of Directors, or has chosen not to seek hearing by the Board, any disputed issue raised in the grievance proceedings shall be subject to binding arbitration proceedings, but no claim shall be submitted to arbitration which requests a monetary award exceeding \$5,000.000, unless all parties to the proceeding consent. Nor shall any claim be submitted to arbitration without the consent of the Board of Directors if the relief sought would establish a precedent or adopt an interpretation of this Memorandum of Understanding which would in turn require monetary payments or adjustments to persons other than the grievant estimated to exceed \$7,500.00 in the aggregate, including the amount sought by the grievant. Arbitration when sought shall be filed no later than thirty (30) days after the decision of the Board of Directors, or after the date of the decision at Level III if hearing before the Board has been waived. A request for arbitration, when filed, shall constitute a waiver on the part of the filing party of all other claim of right to judicial review or determination of the dispute.

Notwithstanding the above, the term grievance for the purpose of this level does not include a discharge from employment or suspension from employment without pay for a period of two weeks or more.

(Article 16, cont'd)

16.5 Selection of Arbitrator:

An arbitrator may be selected by mutual agreement of Union and System Administration.

Should the parties fail to mutually agree on an arbitrator, within fifteen (15) 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.

Submission Statement: The parties may, thirty (30) 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 to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions submitted for arbitration. The agreed question or questions, if agreement is reached, together with the exchanged summaries of evidence, may be submitted to the arbitrator five (5) days prior to the arbitration hearing.

16.6 Scope of Arbitration:

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

(B) The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to him by the respective parties.

(C) The decision of the arbitrator shall be binding upon Union and the System. The arbitrator shall have the authority to award damages to the extent of making the grievant whole under this agreement, not exceeding \$5,000.00.

16.7 Arbitrator's Decision:

Unless the parties agree otherwise, the arbitrator shall render his/her decision in writing within thirty (30) days following the hearing. The decision of the arbitrator is final and binding, and may be made the subject of a judgment as provided by law. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

16.8 Arbitration Expenses:

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

ARTICLE 17

RESIGNATIONS

17.1 Resignations:

(A) Resignation in Good Standing

In order to resign in good standing, an employee shall give notice of his/her resignation to the System Administration not less than two (2) weeks prior thereto, unless the System Administration consents to shorter notice.

(B) An employee may rescind his/her resignation without prejudice. An employee may withdraw his/her resignation if notice of such intent is given in writing to the System Administration prior to the employee's last five (5) workdays. However, professional Librarians shall not withdraw notice of resignation during the period that includes the employee's last twenty (20) workdays.

(C) Resignation Without Notice

An employee who does not report for their regularly scheduled days of work for a period of seven (7) consecutive calendar days, without lawful excuse or without approval from his/her department head, may be separated as having resigned without notice.

ARTICLE 18

DISCIPLINARY PROCEDURES

18.1 Progressive Discipline:

The System shall maintain a progressive discipline procedure to ensure a fair method of disciplining employees and to provide employees with regular feedback about their work performance.

The progressive discipline procedure 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 formal disciplinary action in the first instance.

Progressive discipline involves verbal counseling and one or more written warnings, prior to any more formal disciplinary action. If an employee does not respond to such verbal and written warnings the System may proceed with more formal disciplinary action in accordance with the procedures set forth in this Memorandum of Understanding.

In all cases the severity of the proposed disciplinary action shall bear a direct relationship to the nature and severity of the offense. Normally, an employee will be verbally counseled in an informal meeting at least once before receiving a written reprimand. The purpose of the informal meeting is to provide the employee with the following information:

1. A clear statement of the problem.
2. An opportunity for clarification or an informal response by the employee.
3. The supervisor's statement of expected conduct and time period for correction of the problem.

Problems with work performance shall be brought to an employee's attention through the above process on a timely basis, normally within fifteen (15) calendar days of the time the supervisor becomes aware of the problem. No disciplinary action shall be based solely on any isolated and/or related incident which the appointing authority or immediate supervisor discovered more than one (1) month previously. Nothing herein precludes the use of such an incident for its cumulative effect.

18.2 Dismissals:

The tenure of each System employee shall be subject to his/her good behavior, and the rendering of efficient service. S/he may be dismissed for any of the following causes or for other reasonable cause which the employee has failed to correct or is unable to correct:

- a. Unauthorized absence

(Article 18, cont'd)

- b. Failure to meet reasonable work performance standards
- c. Neglect of duty
- d. Incapacity due to mental or physical disability
- e. Incompetence or inefficiency
- f. Intoxication while on duty
- g. Insubordination
- h. Willful damage to public property or waste of public supplies or equipment

18.3 Demotion and Reduction:

A demotion or reduction in class which is (a) voluntarily requested or consented to by an employee, (b) necessitated by factors other than the employee's performance, or (c) implemented due to an employee's inability to satisfactorily complete his/her probationary period, and which is consistent with the provisions of this Memorandum of Understanding shall not be subject to the grievance procedure. The System Administrator shall give the employee and the Union notice of such demotion.

18.4 Hearing Procedure:

(A) Disciplinary actions including but not limited to reprimands, suspensions of less than two (2) weeks, and involuntary demotions of non-probationary employees shall be given priority consideration under the grievance procedure. An employee may within fifteen (15) working days appeal such action starting at any appropriate level of the grievance procedure.

(B) Procedure for Dismissal or Suspension Longer Than Ten (10) Working Days:

Prior to taking disciplinary action, the System Administration shall serve notice of the proposed action on the affected employee. The notice shall be in writing and shall include a copy of the charges and materials upon which the proposed action is based. The employee shall be given an opportunity to respond to the System Administration before any disciplinary action is taken. The employee may waive the right to respond. Responses, if made, shall be in writing and shall be communicated to the System Administration within five (5) working days following the day of service of notice. If no response or request for extension of time to respond is received by the System Administration within such five (5) days, the right to respond will be deemed waived. The System Administration may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the System Administration may extend the time for response for a reasonable period not exceeding twenty (20) days from the time of service of the notice, on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits or leave of absence without pay. The System Administration shall consider the response, if any, of the officer or employee in determining the

(Article 18, cont'd)

propriety and nature of disciplinary action.

- a. The formal disciplinary order of the System Administration shall be in writing, and shall state specifically the reason for the action.
- b. The formal disciplinary order shall be effective from the date of service upon the affected employee.
- c. The employee may appeal the order of the System Administration by filing a written notice of appeal with the Board of Directors or its designee.

(C) Hearing by the Board

The Board of Directors shall hear the matter in formal session within thirty (30) days after the request. The hearing shall be in closed session unless the employee requests a public hearing. The Board of Directors shall conduct the hearing as a fair and impartial tribunal, in a manner consistent with due process of law.

(D) In the event the employee is dissatisfied with the decision of the Board of Directors, the disputed action may be submitted to binding arbitration. Request for arbitration must be filed no later than ten (10) days following receipt of the decision of the Board of Directors. A request for arbitration, when filed, shall constitute a waiver on the part of the filing party of all other claim to right to judicial review or determination of the dispute.

Arbitration proceedings shall be conducted as per Article 16, Grievance Procedure, of this Agreement.

ARTICLE 19EXISTING POLICY

Each and every currently effective policy, rule, or regulation not modified by the terms of this Memorandum relative to the terms and conditions of employment and within the scope of representation shall remain in full force and effect.

ARTICLE 20RETIREMENT

- 20.1 The System shall continue its contract with the California Public Employees Retirement System.
- 20.2 The System shall continue to review its retirement program with a view toward achieving parity with Sonoma County Employees.
- 20.3 The System shall offer the employee's retirement contribution, designated by the Public Employees Retirement System as PERS "Pick-Up", as authorized by Section 414 (h) (2) of the Internal Revenue Code. The System will offer this program as an individual irrevocable option for this "Pick-Up".
- 20.4 The System shall initiate a 2% @ 55 retirement plan under PERS during the contract year.

ARTICLE 21FULL PERFORMANCE, NO STRIKE

SEIU, Local 1021 agrees not to engage in any illegal activities during the term of this Memorandum, including, but not limited to, work stoppages, strikes, "sick-ins", or similar concerted activity against the System. This provision is both a covenant and a condition precedent to the continuing performance by the System of its obligations under this Memorandum.

ARTICLE 22FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- 22.1 This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 22.2 Except as specifically provided herein, it is agreed and understood that Union voluntarily and unqualifiedly waives its right to and releases the System from any obligation to meet and confer on any subject or matter contained herein.
- 22.3 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 made and executed in writing by the parties hereto.
- 22.4 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 23SEPARABILITY23.1 Invalidation:

If during the term on this Memorandum, any item or portion thereof of this Memorandum 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 Memorandum 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 Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

23.2 Replacement:

In the event of suspension or invalidation of any article or section of this Memorandum, the parties agree, except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 24

ENACTMENT

The Board of Directors 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 Agreement.

NORTH BAY COOPERATIVE
LIBRARY SYSTEM

SERVICE EMPLOYEE
INTERNATIONAL UNION

ANNETTE M. MILLIRON
Administrator

THOMAS DRUMM
Business Agent

CAROL STARR
NBCLS Chair

ANN DUBELL
NBC Staff Delegate

APPENDIX A**SALARY RANGES**

Classification	July, 2005
Network Program Manager I	1895
Librarian I	1895
Librarian II	1993
Librarian III	2297
Library Technician II	1146
Library Technician III	1329
Library Technician IV	1481
Library Technician V	1723

APPENDIX B**VOLUNTARY TIME OFF (VTO) PROGRAM**
Adopted July 1, 2003**1. Request Submission**

- a. An employee may submit a request for a specific number of hours/days he/she wants to take as VTO, on the VTO Request Form.
- b. All requests for VTO should be submitted at least two weeks in advance.
- c. Joint agreement between the employee and his/her department head or designee will determine the exact hours/days to be taken off.

2. Conditions

The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same position subject to the following conditions:

- a. VTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule, without a loss in their level of benefits, by not more than 25% per pay period.
- b. VTO may be taken in increments of not less than one-half hour.
- c. VTO may be available to employees by request, submitted on VTO Request Form. Said request may be revoked by mutual agreement between the employee and administrator for good cause. Any dispute shall be resolved by the NBCLS Board of Directors.
- d. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
- e. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
- f. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.
- g. VTO shall not be available to employees on other leaves without pay.
- h. VTO is contingent upon approval by a specific date that must be noted under the employee

remarks section of the VTO Request Form.

APPENDIX B cont'd

- i. A maximum of 10 (ten) days 80 (eighty) hours may be used in the fiscal year.
- j. VTO is separate from and does not take the place of Mandatory Time Off (MTO).

3. Term

This program will continue through June 30, 2005.

4. Agreement to Support

- a. NBCLS and SEIU may develop and distribute literature to represented employees that publicizes and explains the VTO program.
- b. NBCLS and SEIU may make joint presentations to employees concerning the VTO Program.

North Bay Cooperative Library System
VOLUNTARY TIME OFF (VTO) REQUEST

INSTRUCTIONS: Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form and submit it to your supervisor who will route it to the administrator for approval; then to the Administrative Assistant for processing and filing. **NOTE:** More than one request form may be submitted.

Name: _____ **Social Security #:** _____
 (Please Print) (Please Print)

Job Class: _____ **Department:** _____
 (Please Print) (Please Print)

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS
TOTAL:		

This request is a joint agreement between the represented employee and department head or designee as outlined above. This pledge may be revoked only by mutual agreement between the employee and the administrator for good cause. Employees may reduce their work schedule, without a loss in their level of benefits, by not more than 25% (twenty-five percent) per pay period. VTO may be taken in increments of not less than one-half hour. VTO shall be available to employees who are in "pay status" the work day before the beginning of the VTO as well as in "pay status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay. A maximum of 10 (ten) VTO days for 80 (eighty) hours may be used in a fiscal year. VTO shall be prorated for part-time employees based on their regular work schedule (budgeted FTE).

The above is in accord with my understanding:

Employee Signature: _____ **Date:** _____

Comment: _____

Administrator Authorization: _____ **Date:** _____

Comment: _____