

# MEMORANDUM OF UNDERSTANDING

Between Palos Verdes Library District &  
Service Employees International Union, Local 721

**July 1, 2022– June 30, 2025**

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# **MEMORANDUM OF UNDERSTANDING**

## **PREAMBLE**

This Memorandum of Understanding (the “MOU” or “Agreement”) is made and entered into between Local 721, Service Employees International Union, CLC, CtW (the “Union” or “SEIU 721”) and the Palos Verdes Library District (“PVLDD”) pursuant to California Government Code Sections 3500 et seq.

## **ARTICLE 1**

### **CONCLUSION OF AGREEMENT**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment. It is mutually agreed by PVLDD and Union that this MOU shall be in effect for the period beginning July 1, 2022, and ending June 30, 2025.

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements whether formal or informal, written or unwritten, between the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment, not covered in this MOU, are covered by existing resolutions, policies and practices of PVLDD. It is agreed by the parties that existing wages, hours and other terms and conditions of employment not contained in this MOU shall be continued for the life of this MOU, unless sooner modified by lawful action of PVLDD. This MOU is not intended to cover any matters pre-empted by federal or state laws or ordinances.

The parties affirm a mutual commitment to begin negotiation for a successor agreement no later than January 31, 2025.

## **ARTICLE 2**

### **RECOGNITION**

PVLDD hereby confirms its recognition of the Union as the representative of its members in the Bargaining Unit, comprised of the Classifications listed on the attached schedule, Appendix “A.” PVLDD agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to employees working in those job classifications, as required by law.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

PVLD will not discriminate in its employment practices in regard to race, color, ancestry, national origin, religion, creed, age, physical or mental disability, sex and gender (including childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military and veteran status, or any other basis protected by law.

### **ARTICLE 4**

#### **DUES DEDUCTION, COPE & INDEMNIFICATION**

##### **1. Dues Deduction**

Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; residential address; worksite address and specific work location (if different from worksite address); work and personal email address (if available); work phone number; personal cell phone number (if available); employee hire date; employee job classification; employment status (ex: active, unpaid leave of absence, etc.); work status (ex: full-time, part-time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within thirty (30) days of the last pay period of each month.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within thirty (30) days of the last pay period of each month. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within thirty (30) days of the last pay period of each month.

##### **2. Committee on Political Education (COPE)**

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

3. Indemnification

Service Employees International Union Local 721 shall indemnify and hold the Employer, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein including any claims made by employees for deductions made in reliance on information provided by the employee organization.

**ARTICLE 5**

**NEW EMPLOYEE ORIENTATION**

The Palos Verdes Library District shall provide the Union written notice of Employer-wide new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) days prior to the event. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion. The District may give shorter notice where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Palos Verdes Library District shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, access to the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

Violations of this article are grievable.

**ARTICLE 6**

**MANAGEMENT RIGHTS**

PVLD has those rights which are provided by law subject to the limitations imposed by law and specific exceptions imposed by this MOU. Those rights include but are not limited to:

1. Manage PVLD and determine policies, and procedures and the right to manage the affairs of PVLD.
2. Determine the necessity, organization, and implementation of any service or activity conducted by PVLD or other government jurisdictions and to expand or diminish services.
3. Direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
4. Determine the nature, manner, means, extent, type, quantity, quality, standard, and level of services to be provided to the public.

5. Lay off employees of PVLD because of lack of work or funds or under conditions where continued work would be ineffective, nonproductive, or not cost effective.
6. Determine and/or change the facilities, methods, technology, equipment and apparatus, operations to be performed, organizational structure, and allocate and assign work by which the operations are to be conducted.
7. Determine methods of financing.
8. Plan, determine, and manage the budget which includes, but is not limited to, the right to contract or subcontract any work or operations of PVLD.
9. Determine the size and composition of the workforce; assign work to employees in accordance with requirements determined by PVLD and to establish work hours and change work hours, schedules, and assignments.
10. Establish and modify productivity and performance programs and standards.
11. Determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees.
12. Determine issues of public policy and the overall mission of PVLD and take necessary action to carry out the mission of PVLD in emergencies.
13. Hire, transfer, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons.
14. Determine policies, procedures and standards for recruiting, selecting, training and promoting employees.
15. Establish employee performance standards, including but not limited to, quality and quantity standards, and to require compliance therewith.
16. Maintain order and efficiency in PVLD's facilities and operations.
17. Establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct and safety, maintain order, safety and health in PVLD and to require compliance therewith.
18. Restrict the activity of an employee organization on PVLD property during work time, or during non-work time if the activities disrupt PVLD operations or unreasonably infringe on privacy or security.
19. Take any and all necessary steps and actions to carry, out the service requirements and missions of PVLD in emergencies or any other time deemed necessary by PVLD and not specified above.

Except in emergencies, or when PVLD is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall significantly and adversely impact on the wages, hours or working conditions of employees in the bargaining unit, PVLD agrees to meet and confer with representatives of the Union regarding the impact of the exercise of such rights, unless the impact has already been negotiated in this MOU, by law, or in

PVLD's personnel rules and salary resolutions . By agreeing to meet and confer with the Union as to the impact on wages, hours or working conditions of employees in the bargaining unit, PVLD management's discretion in the exercise of these rights shall not be diminished.

## **ARTICLE 7**

### **SAVINGS CLAUSE**

If any provision or the application of any provision of this MOU as implemented is rendered or declared invalid by any final court action or decree, or by reasons of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, PVLD and the Union shall meet and confer in good faith concerning such invalidation including whether a replacement benefit or provision is necessary and appropriate.

## **ARTICLE 8**

### **UNION RIGHTS**

1. Union Staff Access — Union staff representatives may meet with bargaining unit members during non-working hours in library meeting room areas reserved ahead of time. The representative shall notify the Director in advance of any visit, preferably the day before.
2. Facility Access — The Union may use PVLD facilities for reasonable and lawful purposes upon approval of the Director.
3. Bulletin Boards — The Union shall have the right to post notices of Union meetings, Union elections and other official Union business on the bulletin boards at each work location.

## **ARTICLE 9**

### **PERSONNEL FILES**

An employee's personnel file shall be open for inspection by the employee or by his/her Union representative with the written consent of the employee concerned during the regular business hours of the office of the Director of PVLD. Upon request an employee shall be provided with a copy of any document in their personnel file. Prior to filing any new material, except routine personnel and salary notification and confidential matters gathered or prepared at the time of hire or promotion, an employee shall be advised of the new material and shall have ten (10) calendar days to file a written response to such material.



**ARTICLE 10**  
**COMPENSATION**

1. **Salary-Step Structure.**

The parties agree to maintain the 10-step salary structure for the term of the MOU with a 3% base compensation increase between steps.

All step increases for employees hired on or before July 1, 2008, will take effect on July 1st annually. Employees hired after July 1, 2008, will receive step increases effective the beginning of the pay period immediately following the 12-month introductory period.

Step increases are conditional upon employees achieving a “meets standards” or higher rating in their most recent performance evaluation.

2. **Salary Increases.**

Effective the first pay period after July 1, 2022, there shall be a two and a half percent (2.5%) increase to each step within the salary ranges for all represented classifications. Effective the first full pay period after July 1, 2023, there shall be a two and a half percent (2.5%) increase to each step within the salary ranges for all represented classifications. Effective the first pay period after July 1, 2024, there shall be a two and a half percent (2.5%) increase to each step within the salary ranges for all represented classifications.

Effective the first pay period after July 1, 2018, all represented employees who entered into membership with CalPERS or a reciprocal retirement system on or before December 31, 2012, and who do not meet the definition of a “New Member” pursuant to Government

Code section 7522.04(t), shall pay 50% of the normal cost rate for their defined benefit plan under CalPERS up to a maximum employee contribution of 8% of the employee’s pay, as set forth in California Government Code section 20516.5.

3. **Minimum Wage.**

The District agrees to follow all minimum wage laws.

4. **Employee Long Service Recognition.**

Bargaining unit members who reach their 10-year work anniversary will receive an additional eight (8) hours of personal holiday time per year. The provisions of MOU Article 17 shall apply to the usage and accrual of personal holiday time. The personal holiday time will be awarded on the employee’s 10-year anniversary date.

5. **Salary upon Promotion.**

Full-Time Salaried Employee: A promoted employee shall be placed on the lowest step of the range that results in at least a five percent (5%) increase in monthly salary.

6. **Maintenance Night Shift Differential.**

An employee assigned to work between 10:00 P.M. and 8:00 A.M. will be paid a shift differential of an additional \$1.00 to be added to their current hourly rate of pay for all hours worked during that period.

To the extent permitted by law, PVLDD shall report shift differential pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Shift Differential.

7. Passport Agent Differential.

Employees who have successfully passed the Federal Government's Passport Acceptance certification test shall be eligible to receive a passport differential as set forth in this section. Passport differential pay shall only be paid to employees who are serving as an active Passport Acceptance Agent at any of the three locations at PVLDD.

Passport Acceptance Agents certified after July 1, 2022 will receive a differential of \$40.00 per month (\$20.00 per pay period.) Passport Acceptance Agents will also receive a \$100 bonus for successfully completing the Passport Acceptance certification test and every annual refresher test thereafter.

This differential is not applicable to employees hired specifically and solely as Passport Acceptance Agents.

Passport Acceptance Agent differential will apply only while the employee is serving as an active Passport Agent and will cease, without any appeal rights, if the employee stops serving in this capacity for any reason.

The transition to the new structure will be implemented as follows:

- All full-time hourly employees certified as Passport Agents prior to July 1, 2022 will continue to receive a Passport Acceptance Agent differential of \$.50 per hour. They would not be eligible for the testing bonus. Their yearly differential is \$960.00.
- All part-time hourly and exempt employees certified as Passport Acceptance Agents prior to July 1, 2022 will receive the differential of \$40.00 per month (\$20.00 per pay period.) Their yearly differential will be \$480 and are eligible for the \$100.00 testing bonus.
- All full-time hourly, part-time hourly and exempt employees certified as Passport Acceptance Agents after July 1, 2022 will receive the differential of \$40.00 per month (\$20.00 per pay period.) Their yearly differential will be \$480 per year and they will be eligible for the \$100.00 testing bonus.
- The two (2) dedicated Passport Acceptance Agents will have their base salary adjusted to incorporate the \$.50 and will be removed from "differential" pay.

8. Uniforms.

All employees in the classifications of Maintenance Worker I through V will be provided uniforms provided by PVLDD. Full-time employees will be provided 5 sets of uniforms (one set = 1 pair of pants and 1 shirt) per fiscal year and part-time employees will be provided 2 sets of uniforms per fiscal year. It is understood and agreed to by the parties that employees provided such uniforms shall be required to wear that uniform during those

hours for which they are performing their PVLD assigned duties. Such uniforms shall be of a color and type determined by PVLD. Employees shall be responsible for laundering.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), for "classic members" as defined by the Public Employees' Pension Reform Act of 2013, the monetary value of the purchase, rental or maintenance of the required uniforms shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(5) as a "statutory item" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

The monetary value of the purchases reported shall be \$25.54.

9. Continuing Education.

Full-time employees with a minimum of one (1) year of satisfactory work performance will be eligible for tuition reimbursement for continuing education through a California accredited college or university. Reimbursement will be made following successful completion of a course, and cover course fees up to the rate for "in state" tuition at any university within the California State University system. The cost of required books and materials will also be reimbursed. Reimbursement will not be made for expenses for which the employee receives payment from other sources (for example scholarships, grants). The maximum amount of reimbursement in any fiscal year will be \$500.00 to any one employee.

Courses must relate specifically to the employee's current job duties or assist employees to prepare for promotional and/or transfer opportunities with PVLD.

The employee shall require written approval in advance from the Department Manager and Director in order to participate and receive tuition reimbursement.

The employee must receive a passing grade of "C" or better.

Employees seeking reimbursement will sign an agreement that if they leave PVLD within one year of the date of reimbursement, the amount paid will be deducted from their final paycheck.

In order to encourage the continuing education of professional employees, the Director may approve registration of one course per semester to be taken on library time (class time only), provided scheduling within the department does not interfere with library operations. Approval depends on departmental work schedules and the relevancy of the selected course to the employee's work assignment.

10. In-Charge Librarian Compensation for Sunday Hours.

Employees in the Librarian Classification who are full-time Librarian II's or above and are designated as the Sunday In-Charge Librarian shall be compensated at the rate of time and one-half (1½) their base salary for the 4.5 hour Sunday shift. The Sunday shift is not included in, but rather is in addition to, the normal 40 hour work week for the full-time Librarian II Position.

There will be no less than one (1) bargaining unit employee designated as the Sunday In-Charge Librarian for each Sunday open to the public. Should the scheduled In-Charge Librarian need to trade shifts, it is their responsibility to find a replacement. Should the scheduled In-Charge Librarian need to call out, the bargaining unit employee responsible for scheduling Sunday In-Charge shifts is responsible for finding a replacement. If no other bargaining unit member is available, a non-bargaining manager may be called to fill the opening.

11. Bilingual Pay

A pay differential of \$80.00 per month (\$40.00 per pay period) shall be paid to any eligible full-time employee or \$40.00 per month (\$20.00 per pay period) to any eligible part-time employee who (1) has demonstrated proficiency in a second language, (2) has been certified by a qualified independent testing agency, and (3) works in an area of the Library where bilingual skills are routinely necessary to either carry out typical job responsibilities or for the purpose of public contact.

The languages that are eligible for this pay differential are Spanish, Chinese (Mandarin or Cantonese), Korean, Japanese, Tagalog (including Filipino), or American Sign Language, and other languages as approved by the Director.

Retesting of bilingual skills will be required every five years.

In order to be eligible for bilingual pay, the employee must complete a Request for Approval – Bilingual Pay Differential form and submit to their Branch/Department Supervisor for consideration and signature. The form includes the employee's name, job title, language spoken, and justification of the business need for bilingual skills.

The Request for Approval – Bilingual Pay Differential form is forwarded to the Deputy Director, or Director, for approval or denial. The Deputy Director or Director with input from the Department Manager shall have final and full discretion to approve or deny any request for approval. In considering whether to reject or approve a request for approval, the Deputy Director or Director with input from the Department Manager shall consider such factors as operational needs of the District to offer the particular language for which the employee is seeking approval and the number of employees already certified for the language for which the employee is seeking approval.

If approved, to be eligible for bilingual pay, the employee must successfully pass the language proficiency examination designated and coordinated by the Human Resources Department and administered through a qualified independent testing agency. Eligible employees must pass a language proficiency test in conversational language and may include written language.

Employees are eligible to receive bilingual pay within the following guidelines and situations:

1. The employee has contact with the public where bilingual skills are routinely necessary. "Routinely necessary" means the use of the second language should be frequent, such as daily or more than 5% of work time in any given pay period (at least

4 hours per pay period for full-time employees; at least 2 hours per pay period for part-time employees), including providing public service, assisting the public in understanding library policies, or translating materials for publication on the library website, print or other medium.

2. The employee works in an area of the Library where bilingual skills are routinely necessary to carry out typical job responsibilities such as cataloging language materials; translating library procedures, policies, or flyers; or communicating with vendors or service providers.
3. The employee must be willing to translate via phone or in person for other branch/departments in the event such services are needed.

The District retains full authority and discretion to determine whether bilingual skills are “routinely necessary” with regards to any employee submitting a request for approval.

Bilingual pay will be discontinued if the following events occur:

1. The needs of the branch, department, or unit change such that language skills are no longer routinely necessary.
2. The employee is reassigned to a different position or location, which does not require a second language.

The California Public Employees’ Retirement System’s regulations define bilingual differential pay as reportable compensation.

## **ARTICLE 11**

### **BENEFITS**

1. **Retirement Benefits**: This provision only applies to unit members who are also CalPERS members.

#### A. Retirement Formula

1. New Members (PEPRA)

Pursuant to the Public Employment Pension Reform Act of 2013, (also known as “PEPRA”, Assembly Bill 340), unit members who first become employed by the District on or after January 1, 2013, are “new members” a term defined in PEPRA. These employees are covered by the 2% @ 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a). Retirement benefits for employees subject to the 2% @ 62 formula are based on the employee’s highest average annual pensionable compensation over a continuous 36 month period.

## 2. Classic Members

Unit members employed by the District before January 1, 2013 are defined as “Classic” members under the PEPRA and are covered by the 2% @ 55 formula provided for by the Public Employees’ Retirement Law at Government Code section 21354.4. Retirement benefits for employees subject to the 2% @ 55 formula are based on the employee’s highest average annual pensionable compensation over a continuous 12 month period.

### B. Employee Contributions to the Retirement System.

#### a) New Members (PEPRA)

New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount is determined by CalPERS each year in its annual valuation. The District has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

#### b) Classic Members

As for the first full pay period following July 1, 2018, CalPERS classic members shall contribute the full CalPERS member contribution of 7% unless the percentage is increased by legislation. In addition to paying the entire 7% member contribution, classic members shall pay an additional 1% of the employer share as cost sharing under Government Code section 20516(f) for a total of 8% towards the CalPERS retirement benefit.

## 2. Health Benefits: Beginning in FY 2022-2023

Effective July 1, 2022, the District will contribute to the employee’s health benefits a monthly amount that is equal to the age-based rates for the Platinum United HealthCare Alliance (“Benchmark Plan”) offered through California Choice health program. The District will contribute to the employee a monthly amount that is equal to the actual age-based premium for that employee for the Benchmark Plan as quoted by California Choice as of July 1, 2022, and (subject to the 10% cap set forth below) as adjusted by California Choice annually during each subsequent year of the contract.

The District will also contribute 50% of the monthly health benefit premium for all dependents identified by the employee based upon the age-based rates applicable to the dependent as published by California Choice for the Benchmark Plan. Employees must be enrolled in a medical insurance plan offered by the District through California Choice to be eligible for the dependent contribution.

Employees may use the District’s monthly contribution for any plan offered by the District through California Choice and apply it to age-based monthly premiums for that plan. If an employee selects a plan that exceeds the amount of the District’s monthly contribution, the employee will be responsible for paying the difference between the Benchmark Plan and the Chosen plan on a pre-tax basis. If an employee selects a plan that is less than the amount

of the District's monthly contribution, the employee shall receive the difference between the District's monthly contribution and the actual age- based premium for the selected plan.

Employees who select a plan that is different from the Benchmark Plan shall be limited to selecting a plan that is either in the Platinum or Gold tiers within the California Choice health program.

The District will continue to provide appropriate dental and vision plans and will pay 100% of the premium for the dental HMO and vision plan for employees and 100% of the premium for the dental HMO and vision plan for dependents. For employees who elect the Dental PPO plan the District will pay 50% of the additional premium cost of the dental PPO plan as compared to the dental HMO plan and employees will pay 50% of the additional premium cost of the dental PPO plan as compared to the dental HMO plan.

The District will pay up to a ten percent (10%) increase in the annual age-based premiums for the Benchmark Plan during the term of this contract. If the annual age-based premium for the Benchmark Plan increases by more than ten percent (10%) compared to the prior year the employee shall only receive a monthly contribution that constitutes a ten percent (10%) increase over the previous year contribution.

The District may reopen negotiations on the Healthcare portion of this Article and other relevant provisions in this MOU for the purpose of meeting and conferring over issues resulting from the implementation and/or modification of the Patient Protection and Affordable Care Act (ACA).

#### Health Insurance Committee

Within 60 days of ratification of this Memorandum of Understanding, the parties agree to establish a Health Insurance Committee ("Committee"). The Committee shall be comprised of up to three (3) Management representatives selected by the District and up to three (3) employees selected by SEIU 721 members unless the parties mutually agree otherwise. The Committee will meet at least once a year, as mutually agreed to by the parties, or more frequently as needed, upon mutual agreement of the parties. The purpose of the Committee shall be to share information and review benefits proposals relating to health insurance plans and benefits offered to SEIU 721 members and to answer any questions SEIU 721 members may have with regards to health insurance plans and benefits offered by the District. The District retains the sole and exclusive right to make any final decisions with regards to any health insurance plans and benefits it offers, including but not limited to, medical, dental, vision, or supplemental insurance, with input from the Committee.

### 3. Life Insurance:

Effective July 1, 2022, the District shall maintain a life insurance benefit as follows:

Regular part-time salaried employees receive a Twenty-Five thousand dollar (\$25,000.00) life insurance benefit. All represented regular full-time salaried employees receive a Seventy-Five thousand dollars (\$75,000) life insurance benefit.

4. Deferred Compensation Match.

Effective the first pay period after July 1, 2024, the District shall match employee contributions to the 457B Deferred Compensation plan for up to \$300 annually (annual contributions will be calculated over a fiscal year). The District match will be capped at \$12.50 per pay period. Employees must enroll in the match option to be eligible for the deferred compensation match.

**ARTICLE 12**

**PERSONNEL POLICIES AND PROCEDURES MANUAL**

The parties recognize that this Memorandum of Understanding will require modifications to the language of various PVLD Personnel Policies. Such language changes, along with other updates to Personnel Policies that may be appropriate, will be addressed by the joint labor/management committee during the term of the Memorandum of Understanding and be subject to normal “meet and confer” procedures as delineated by the Meyers-Milias-Brown Act. Any change to the Manual implemented during the term of this MOU shall not apply to employees in this bargaining unit during the term of this Agreement if it will cause an express and direct conflict with this Agreement.

PVLD agrees to provide at least ten (10) business days’ notice of any proposed change to the Manual and, if requested in writing by the Union within ten (10) business days of the notice, to meet and confer with the Union about the proposed change if it is within the scope of representation under the Meyers- Milias-Brown Act.

The parties agree that the provisions of the Personnel Policies apply to the members of the bargaining unit and in the event of a direct conflict between this Memorandum of Understanding and any Personnel Policy, the Memorandum of Understanding (MOU) takes precedence.

All references to the Personnel Policies set forth in this MOU shall refer to the SEIU Local 721 Bargaining Unit Represented Personnel Policies, as updated on October 17, 2019.

**ARTICLE 13**

**WORK SCHEDULES**

Work Week:

An employee’s workweek is defined as a recurring consecutive seven-day period beginning on Sunday 12:01 A.M. and ending Saturday midnight. However, the District retains the right to set a different workweek for alternative work schedules.

Meal Breaks:

Employees may choose to take either an hour or a half hour unpaid meal break on a consistently scheduled basis. Employees working more than six hours are required to take a minimum of a half hour for a meal break. Staffing conditions may require an employee to take a half hour meal break



rather than the employee's scheduled hour meal break and the employee may be required to arrive a half hour later or leave a half hour earlier than scheduled.

As needed, employees are scheduled to remain on library premises "on call" during a meal break (half hour only). Those employees shall receive pay for that "on call" time or will be scheduled to arrive half hour later or to leave half hour earlier.

#### Rest Breaks:

Employees shall take a 15-minute break for each four-hour work period. The scheduled rest break may not be used for other purposes, i.e., to make up time for tardiness, to extend meal hours, to arrive late, or to leave early.

#### Alternative Work Schedules:

The parties recognize that alternative work schedules may offer benefits to both employees and PVLD.

The Implementation of alternative work schedules will occur only if authorized by the Department Manager with mutual agreement from the Deputy Director or District Director.

Management may assign, or employees may request, to work a four/ten, five/forty, nine/eighty or other work schedule, including but not limited to non-consecutive days off.

The District retains the exclusive right to designate the workweek for each nonexempt employee and to identify the time of day and day of the week on which the employee's workweek begins. The District cannot make changes to an employee's workweek that are designed to evade the overtime requirements of the Fair Labor Standards Act, nor shall the District make changes to an employee's workweek for retaliatory or non-business related reasons.

#### Telework:

Any regularly scheduled telework will be subject to the Remote Work Agreement. The Director, Deputy Director and Department managers have the authority to approve up to 8 hours per pay period of "unplanned" telework without completing a Remote Work Agreement. "Unplanned" telework is defined as telework requested in the same pay period for unforeseeable or irregular circumstances.

#### 1. Remote Work Agreement

Upon ratification of this MOU, Unit Members may request Remote Work Agreements. Unit Members will make the request to their manager/supervisor. The Deputy Director or Director decides whether to permit remote work depending on the circumstances of the position and the Unit Member's circumstances. A Remote Work Agreement will not serve as a precedent for any other Remote Work Agreement, regardless of whether the request is from any other member in the same Union, same classification, or a Unit Member who may have worked remotely in the past. The decision to grant a Remote Work Agreement is in the sole discretion of the Deputy Director or Director.

If the Deputy Director or Director agrees to permit remote work, the Unit Member will execute a Remote Work Agreement with the terms in Attachment 1, which is incorporated in this MOU by reference. The District may, in its sole discretion, alter the schedule, number of days or working hours during the remote work. The District may also, in its sole discretion, decide to terminate the Remote Work Agreement.

2. Remote Work Agreements are not grievable.

In order to encourage the use of remote work arrangements, this MOU and the decision to grant, deny, end or modify any remote work or Remote Work Agreement for a Unit Member is not subject to any grievance procedure.

## **ARTICLE 14**

### **RELEASE TIME**

#### **Paid Release Time:**

An authorized Union representative shall, after giving notice to and receiving approval from his/her supervisor, be allowed time off with pay for investigation of grievances or disciplinary appeals. Approval shall not be unreasonably withheld. When such time cannot be granted, the supervisor shall indicate an alternate release time. Bargaining team members shall be granted release time with pay to attend mutually agreed upon employee relations meetings or other meet and confer sessions arising during the term of this Agreement. Paid release time will only be provided during an employee's regularly scheduled work hours. Paid release time shall be limited to a maximum of one hundred (100) aggregate hours per year that must be shared by all members of the Bargaining Unit for investigation of grievances and disciplinary appeals. Where the Pool of one hundred (100) aggregate hours per year of paid release time is insufficient for investigation of grievances and disciplinary appeals, the Bargaining Unit shall request a reasonable amount of additional paid release time and PVLD shall have the discretion to grant additional release time in an amount to be determined by PVLD.

#### **Unpaid Release Time:**

Authorized Union representatives may request time off without pay for legitimate Union business. Requests shall not be unreasonably denied. The employee may use vacation or other accrued leave time for such purposes. Such time off shall not be detrimental to the employee's record.

## **ARTICLE 15**

### **HEALTH AND SAFETY**

It is the duty of PVLD to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions that the employees believe to exist and to report in writing any perceived unsafe and/or unhealthy practices,

or conditions to their immediate supervisors. The immediate supervisor will respond in writing within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter to the Safety Committee for the purpose of allowing the Committee to consider the issue and to raise a suitable solution for all parties. If the employee is not satisfied with the resolution or guidance provided by the Safety Committee, the employee may submit the issue, in writing, to the District Director or their designee. The District Director or designee will respond within five (5) business days.

#### Safety Committee

Within 30 days of ratification of this Memorandum of Understanding, the PVLD will establish or restore the Safety Committee. Membership will be comprised of three (3) Management representatives selected by the District and three (3) employees selected by SEIU 721. Nothing herein limits management or labor from inviting subject matter experts to attend meetings as needed. Meetings shall be held quarterly or more frequently by mutual agreement. Agenda items may be posed by the Union or management.

#### First Aid Kits/Blood Pathogen Kits/Automated External Defibrillator

PVLD will update and maintain complete first aid kits, blood pathogen kits, and Automated External Defibrillator (AED) at all work facilities and to ensure each are accessible to employees. At least one employee at each work location shall be trained or certified to use such equipment.

#### Ergonomic

PVLD agrees to consider employee requests for an ergonomic equipment, including but not limited to, keyboards or chairs, and to attempt to reasonably accommodate such requests.

Requests made by an employee with a disability shall be addressed pursuant to PVLD's Disability Discrimination Policy.

#### Safety

PVLD agrees to take reasonable and appropriate steps to address any known safety issues arising from disruptive clients and patrons, including addressing such issues through the Safety Committee.

### **ARTICLE 16**

#### **JOINT LABOR-MANAGEMENT COMMITTEE**

The parties agree to establish a Joint Labor-Management Committee (JLM) to meet and discuss matters of mutual concern regarding working conditions.

The committee shall be limited to a total of four (4) members unless the parties mutually agree otherwise.

Committee membership:

- Two (2) members representing PVLD management plus up to two (2) additional (non-committee members) as designated by PVLD.
- Two (2) members representing bargaining unit employees plus up to two (2) additional non-members as designated by the Union.

Nothing herein limits committee members from inviting subject matter experts to attend meetings as needed.

Meetings shall be held quarterly or more frequently by mutual agreement. Agenda items may be proposed by the Union or PLVD management. Except in emergency situations, agenda items must be proposed no less than seven (7) days prior to the date of the meeting at which they are being discussed.

**ARTICLE 17**

**HOLIDAYS**

Authorized Palos Verdes Library District Holidays:

All Palos Verdes Library District locations will be closed on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

If New Year's Day, Independence Day, Christmas Eve or Christmas Day falls on Sunday, the Library will be closed Sunday and Monday. Salaried employees will receive holiday pay for only one day. Palos Verdes Library District libraries will close at 5:00 P.M. on New Year's Eve.

**Personal Holidays**

Regular Full-Time Salaried Employees: Regular full-time salaried employees are granted 56 hours of personal holiday time per year. However, employees who have ten (10) or more years of service with the District shall be granted 64 hours of personal holiday time per year. Employees employed by the Palos Verdes Library District on January 1 will receive all personal holiday time on January 1 of each year. New employees hired during the year shall be granted personal holiday time on a pro-rated basis of 4.66 hours for each full month remaining in the calendar year (e.g., a new employee who begins employment on June 6 would receive 27.96 hours of personal time (4.66 × 6 months).

The use of personal holidays must be approved by the employee's immediate supervisor. Personal holidays may be carried over from year to year, but accrual of personal holiday time shall cease when the employee accrues the "maximum accrual" levels until such time that the employee's accrued personal holiday balance falls below the maximum amount. The maximum accrual levels are set forth below:

Full-time salaried employee who receives Long Service Recognition	64 hours maximum accrual
Full-time salaried employee who does not receive Long Service Recognition	56 hours maximum accrual
Part-time salaried employee who receives Long Service Recognition	36 hours maximum accrual
Part-time salaried employee who does not receive Long Service Recognition	28 hours maximum accrual
Part-time hourly employee who receives Long Service Recognition	20 hours maximum accrual
Part-time hourly employee who does not receive Long Service Recognition	8 hours maximum accrual

Employees shall not be entitled to “cash out” any accrued and unused personal holiday pay, but shall be entitled to be paid for any accrued and unused personal holiday pay upon separation from employment.

## **ARTICLE 18**

### **VACATION**

#### 1. Vacation Accrual.

Except as otherwise provided in this section, vacation time accrues each pay period beginning with the date of hire for full-time salaried employees. Vacation time may not be used until after the employee successfully completes the first six (6) months of their introductory period. Exceptions may be made with the District Director’s approval. The following accrual rates shall apply to full-time employees only.

Full Years of Service Full-time	Annual Accrual Rate	Maximum Accrual
0 through 4	80 hours 3.34 per pay period	180 hours
5 through 10	120 hours 5.00 per pay period	220 hours
More than 10	160 hours 6.67 per pay period	260 hours

The District has the right to require employees to use vacation days if the employee reaches the vacation cap applicable to that employee. Mandatory vacation days shall be scheduled with input from the employee.

Any accrued and unused vacation pay will be paid out upon separation from employment.

#### 2. Voluntary Vacation Cash Out

Employees have the option of cashing out a portion of their accrued vacation balance once per year at the start of the fiscal year. Requests to cash out will be submitted from July 1-10 and payment will be in the employee’s second paycheck in July.

Available cash out balances are based on Annual Accruals. Employees must leave a minimum of forty (40) hours of vacation leave in their banks and vacation cash outs will be capped at sixty (60) hours per fiscal year.

## ARTICLE 19

### LEAVES

#### Sick Leave

Regular Full-Time Salaried Employees. Full-time regular salaried employees earn 96 hours of sick leave per year accrued at the rate of 8 hours per month, Sick leave may be used for the illness or injury of the employee or employee's immediate family member. An employee's annual accrued sick leave may be used to care for the illness or injury of the employee's immediate family member. Immediate family for purposes of this article is defined as spouse, registered domestic partner, child, parent, grandparent, grandchild, sister, brother, mother-in-law, and father-in-law. Sick leave may be used for medical and dental appointments.

Full-time employees who have an accrued sick leave balance of 212 hours or more at the end of each calendar year may elect to convert up to 32 hours of sick leave to vacation, which will be added to the employee's accrued vacation balance.

Personnel Policies 8.4.4 (Sick Leave Reporting), 8.4.5 (Medical Verification) and 8.4.6 (Sick Leave Usage), as set forth in the "SEIU Local 721 Bargaining Unit Represented Employees Personnel Policies", shall continue to apply to bargaining unit employees.

#### Bereavement Leave

The Palos Verdes Library District allows full-time and part-time regular salaried employees to take up to five (5) days of bereavement leave (seven (7) days if out of state) with pay following the death of an immediate family member: child(ren), parent, step-parent, father-in-law, mother-in-law, grandparent, grandchild, legal dependent, domestic partner, aunt, uncle, sister, step-sister, brother and step-brother. If additional time is necessary, vacation hours may be used for this purpose.

#### Jury Duty Leave

Every employee must notify their supervisor/manager and the Human Resources Office immediately upon notice of being summoned to Jury Duty. Every employee will be required to provide a copy of the original summons to the Human Resources Office. Upon completion of jury duty, the employee is responsible for providing a copy of the "Certification of Jury Service" to the Human Resources Office.

The PVLVD will pay full-time and part-time regular salaried employees for up to ten (10) working days within a two-year period for service on a jury. The PVLVD does not pay mileage or other additional expenses incurred while serving as a juror.

While on jury duty, employees that have regularly scheduled hours that fall outside the schedule of jury duty hours will be allowed to adjust their work hours so their time at the workplace is reduced by the number of hours they served on jury duty that day. Employees are expected to

return to work when excused by the court before noon, unless alternative arrangements are made with the employee's immediate supervisor. If an employee serves five (5) consecutive calendar days on jury duty the employee may not be required to work more than one (1) day on the following weekend.

#### Leave of Absence without Pay

The District Director, upon the recommendation of the supervisor/manager, may grant a leave of absence without pay not to exceed twelve (12) weeks, to regular full-time and regular part-time employees.

Leave of absence without pay will only be considered upon written request of the employee setting forth the reason for the request.

Upon the bargaining unit member's return following an authorized leave of absence without pay, the employee is entitled to return to his or her former position or a comparable position unless: (1) the position has ceased to exist for a legitimate business reason; (2) the position could not be kept open or filled by a temporary employee without substantially undermining the Palos Verdes

Library District's ability to operate safely and efficiently, in which case the Palos Verdes Library District shall provide notice to the employee of the situation as soon as possible and where appropriate give the employee the option of returning to that position; (3) the employee has directly or indirectly indicated an intention not to return to the position; (4) the leave of absence expires and the employee does not contact their supervisor/manager concerning a date to return to work, the employee will be considered to have voluntarily terminated employment; (5) the employee is no longer able to perform the essential functions of the job with or without reasonable accommodation; or (6) the employee is no longer qualified for the job.

If the PVLVD cannot reinstate the employee to their previous position, the PVLVD will offer the employee a substantially similar position provided that a substantially similar position exists and is available, and filling the available position would not substantially undermine the PVLVD's ability to operate safely and efficiently; and the employee is qualified for the position.

PLVD contributions to the monthly premium cost of health insurance will be suspended after one (1) calendar month. After one (1) month, the employee must make arrangements to continue to pay their monthly premium cost for insurance under the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions or lose coverage.

Policies 9.5.5 (Paid Leave Not Earned) and 9.5.6 (Part-Time Hourly Employees), as set forth in the Personnel Manual, shall continue to apply to bargaining unit members.

#### Substitution of Paid Accrued Leave:

Pursuant to the terms and restrictions set forth in the Personnel Policy, Section 9.1, (Family and Medical Leave), employees may elect, but are not required, to concurrently use paid accrued leaves (such as sick, vacation, personal holiday time) or unpaid leave.

## **ARTICLE 20**

### **INTRODUCTORY PERIOD**

#### **Performance Evaluation:**

During the introductory period, a written performance evaluation will be submitted to the Human Resources Office after the probationary employee has completed three (3) months of employment. If the probationary employee falls to achieve a satisfactory performance evaluation after three months of employment, the District may evaluate the employee again after six (6) months of probationary employment, and after nine (9) months of probationary employment, as determined by the District. All probationary employees will receive a written performance evaluation eleven months after the employee begins his or her probationary employment.

Nothing herein shall limit the at-will status of probationary employees, or the District's right to separate a probationary employee, with or without cause and without right to appeal, at any time during the probationary period. Employees who have successfully completed the Introductory Period may be evaluated every six months during their second year of employment and annually thereafter.

## **ARTICLE 21**

### **SALARY UPON ACTING ASSIGNMENT**

An employee who is temporarily required to serve in a higher classification and is appointed to that classification shall be compensated at a higher rate of pay as set forth below:

To be eligible the employee must first work ten (10) consecutive days in the higher class.

Permanent, full-time employees who are not appointed to and required to serve in a higher classification shall be entitled to additional compensation, as set forth below, if the following criteria is met:

1. The work assigned includes the key distinguishing characteristics of the higher level classification and constitutes at least 80% of the essential job duties of the higher level classification.
2. The work in the higher classification is assigned or approved by the District Director or his/her designee.

This out of class compensation policy does not apply to Assistant Department Managers covering for Department Managers.

The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation. If the criteria set forth above is met, the employee shall receive pay at the lowest step of the range for the position assumed, which results in at least a 5% increase in salary upon the 11th day and until temporary assignment is completed.



**ARTICLE 22**  
**GRIEVANCE PROCEDURE**

**Definitions:**

A grievance is a written allegation by an employee claiming violation(s) of a specific express term of the Memorandum of Understanding (“MOU”) or Personnel Rules. Grievances resulting from disciplinary matters are subject to the Personnel Policies Section 15 (Disciplinary and Grievance Procedure).

**Grievant:** A grievant is an employee or group of employees adversely affected by an act or omission of the Palos Verdes Library District.

**Day:** A day is any day the administration office is open to the public.

**Procedure:**

**Informal Level**

Before filing a formal written grievance, the employee should attempt to resolve it by an informal conference with their immediate manager within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance or when an employee became aware of the action/omission giving rise to the grievance.

**Formal Level I**

Within ten (10) workdays after presentation of the grievance at the “informal level,” (or 15 days after the occurrence) the employee may, if the grievance is still unresolved, present their grievance in writing to their immediate manager.

This statement shall be a clear, concise statement of the grievance setting forth the section of the MOU or these rule allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The manager shall meet with the grievant and their representative and then communicate their decision to the employee in writing within ten (10) workdays after meeting with the grievant. If the manager does not respond within the time limits, the employee may appeal to the next level.

**Formal Level II**

If the employee is not satisfied with the decision at Level 1, they may within ten (10) workdays appeal the decision in writing to the next level of supervision. For those employees who report to the District Director, your next level of supervision is the Board. The Board’s decision is final.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The manager shall communicate their decision to the employee in writing within ten (10) workdays after receiving the grievance. If the manager does not respond within the time limits, the employee may appeal to the next level.

### Formal Level III

If the employee is not satisfied with the decision at Level II, they may within ten (10) workdays appeal the decision in writing to the District Director.

The District Director shall communicate his/her decision to the grievant in writing within ten (10) workdays after meeting regarding the grievance. The decision of the District Director is final.

### General Provisions

The employee has the right to representation on all grievances. The District Director shall be notified of the representative, as soon as the employee requests a representative.

The District Director shall meet with the employee at Level I if the grievance resulted from a decision, act or omission of the District Director.

Time limits may be waived by mutual written agreement of the parties. Employees are assured freedom from reprisal for using the grievance procedures. The parties can mutually agree to mediation at any stage in the process.

### Arbitration

Within ten (10) days after final notice of the District Director, the employee or the employee's representative may file an appeal to the District Director for advisory arbitration.

The employee/Union and the Palos Verdes Library District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in government agencies. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot.

The arbitrator shall, as soon as possible, hear evidence and render a recommendation on the issue or issues submitted to him/her.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their findings and recommendations.

The cost of the arbitration will be split equally by the Union and the District.

In the event that either party is not satisfied with the recommendation or recommendations of the arbitrator, they may appeal the decision in writing within ten (10) workdays after service of the arbitrator's recommendation to the Board.

The Board alone has the power to render a final and binding decision. If the Board determines that they are unable to render a final determination on the record, they may reopen the record for the taking of additional evidence.

### Mediation:

The parties can mutually agree to mediation at any stage in the process.

## ARTICLE 23

### DISCIPLINARY PROCEDURE

Bargaining unit employees, with the exception of temporary, part-time hourly, probationary and other at-will employees, shall continue to be governed by Policy Nos. 15.1 (Grounds For Discipline) and 15.2 (Procedure For Discipline) of the Personnel Policies which address grounds for discipline and the disciplinary procedure.

## ARTICLE 24

### PART-TIME EMPLOYEES

#### Sick Leave

Regular Part-time Salaried employees who have an accrued sick leave balance of 106 hours or more at the end of each calendar year may elect to convert up to 16 hours of sick leave to vacation, which will be added to the employee's accrued vacation balance.

Regular Part-Time Salaried Employees. Regular part-time salaried employees earn 48 hours of sick leave per year accrued at a rate of 4 hours per month. An employee's annual accrued sick leave may be used to care for the illness or injury of the employee's immediate family members as defined under the Full-Time Sick Leave Provision as set forth in Section 8.4.3 (Regular Part-Time Salaried Employees) of the Personnel Rules.

Part-Time Hourly Employees. Part-time hourly employee will be granted 24 hours of sick leave on their first date of employment. Part-time hourly employees employed by the PVLD on January 1 will be granted 24 hours of paid sick time on January 1 of each year to a maximum accrual of 48 hours. Any unused sick leave from the prior fiscal year may carry over provided the total sick leave balance does not exceed 48 hours. An employee's annual accrued sick leave may be used to care for the illness or injury of the employee's immediate family members as defined under the Full-Time Sick Leave Provision as set forth in Section 8.4.4 (Part-Time Hourly Employees) of the Personnel Rules.

Part-time hourly employees are not eligible to use any sick leave until they have worked for the PVLD for at least 90 calendar days.

#### Holidays

Regular Part-Time Salaried Employees: Regular part-time salaried employees are granted 28 hours of personal holiday time per year. Total hours are granted on January 1. New employees hired during the year shall be granted personal holiday time on a pro-rated basis of 2.33 hours for each full month remaining in the calendar year (e.g. a new employee who begins employment on June 6 would receive 13.98 hours of personal time (2.33 × 6 months)).

Part-Time Hourly Employees: Part-time hourly employees shall be granted eight (8) hours of personal holiday time per year. Part-time hourly employees who receive Long Term Recognition

shall receive an additional twelve (12) hours of personal holiday time per year. The use and accrual of personal holiday pay shall be governed by Article 17 of this Agreement.

New Employees hired during the year shall be granted personal holiday time on a pro-rated basis of .34 hours for each month remaining in the calendar year (e.g a new employee who begins employment on June 6 would receive 2.04 hours of personal holiday time (.34 x 6 months). Employees shall be entitled to be paid for any unused personal holiday pay upon separation from employment.

All Part-time employees who are required to work on a statutory holiday on which the library is closed (e.g., employees who come in on a holiday to empty book drops) will be paid the greater of 4 hours at their usual hourly rate or actual hours worked at their usual hourly rate.

### Vacation

Vacation Accrual. Except as otherwise provided in this section, vacation time accrues each pay period beginning with the date of hire for salaried employees. Vacation time may not be used until after the employee successfully completes the first six (6) months of their introductory period. Exceptions may be made with the District Director's approval.

Full Years of Service (Part-time Salaried)	Annual Accrual Rate	Maximum Accrual
0 through 4	37 hours 1.54 per pay period	74 hours
5 through 10	55.50 hours 2.31 per pay period	92.5 hours
More than 10	74 hours 3.08 per pay period	111 hours

Employees shall be entitled to be paid for any accrued and unused vacation time upon separation from employment.

### Salary upon Promotion

Part-Time Salaried Employee: A promoted part-time employee shall be placed on the lowest step of the range that results in at least a five percent (5%) increase in monthly salary.

### Leave of Absence without Pay

Part-time hourly employees may request of their immediate manager leave without pay after six (6) months of employment. Part-time hourly employees may request up to 30 days of leave without pay within one year period, after six (6) months of employment. Approval must be given by the Deputy Director or Director with an input from the Department Manager.

EXHIBIT A

Appendix A

Designated Appropriate Classifications

Information Technology Administrator I/II/III

Librarian I/II/III

Library Assistant I-V

Library Manager I-IV

Maintenance Worker I-V

Technical Services Assistant I-IV

Coordinator of Volunteer Services

Assistant Facilities Manager

Passport Acceptance Agent

**Attachment 1**

**Palos Verdes Library District  
Teleworking Agreement**

**Employee Acknowledgement:**

I, the undersigned employee (“Employee”), have read the Teleworking Policy as outlined in the MOU between PVL D and SEIU and this Teleworking Agreement (“Telework Agreement” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the Telework Agreement is temporary and contingent upon the approval of the District Director, Deputy Director or designee. Approval does not imply entitlement to a permanently modified position or a continued telework arrangement.

I understand and agree that the Telework Agreement is voluntary and may be terminated at any time. I further understand that District may, at any time, change any or all of the conditions under which approval to participate in the Telework Agreement is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from the date of the last signature to this Agreement until further notice. I understand the District may rescind this Agreement at any time and I do not have a right to continued telework.

I understand that all other existing District policies remain in full effect through the duration of this Agreement. I understand I am expected to be working and available at the following times while teleworking:

<b>Day</b>	<b>Morning Hours</b>		<b>Lunch Period</b>	<b>Afternoon Hours</b>		<b>Total Daily Hours</b>
	<b>Start</b>	<b>End</b>		<b>Start</b>	<b>End</b>	
<b>Sunday</b>						
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						

The location of my home worksite while teleworking is:

\_\_\_\_\_  
Street City Zip Code State

The phone number to reach me at the home worksite while working under this Agreement is:

\_\_\_\_\_

[If applicable]: The following equipment has been provided by the District to perform District duties during the period covered by this Telework Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above equipment is to be used for District business only. I agree to take all necessary actions to protect such equipment from theft or damage. Above equipment must be returned to the District at the conclusion of the teleworking assignment.

I agree to accurately report my hours worked on a [weekly/daily] basis pursuant to regular timekeeping procedures and rules.

For non-exempt (hourly) employees, “off the clock” work is prohibited by this Agreement and hours worked beyond the work period (“Overtime”) are subject to pre-approval by a supervisor. I understand that failure to follow these terms may result in discipline in accordance with District policies, including the cancellation of this Agreement.

I agree to report work-related injuries to my supervisor at the earliest reasonable opportunity. I agree to hold the District harmless for injury to third parties at the home worksite. I agree to provide the District photos or videos of the home worksite upon request, in order to evaluate any safety concerns.


I hereby affirm by my signature that I have read this Telework Agreement, and understand and agree to all of its provisions.

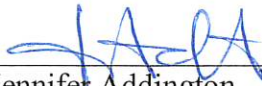
\_\_\_\_\_  
Employee’s Name and Title Date

\_\_\_\_\_  
Employee’s Supervisor’s Name and Title Date


\_\_\_\_\_  
District Director, Deputy Director or Designee Date

**For PALOS VERDES LIBRARY DISTRICT**

Dated: 6/21 2022 By:   
Brian Campbell  
President, Board of Library Trustees

Dated: 6-21-22 2022 By:   
Jennifer Addington  
District Director


**For SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

Dated: 6-21- 2022 By:   
David Campbell


Dated: 6/21 2022 By:   
Ketzie Diaz

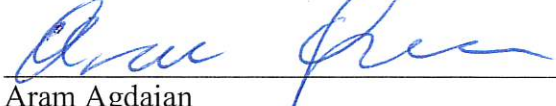
Dated: 6-21 2022 By:   
Megan Durazo

Dated: 6/21/22 2022 By:   
Dennis Piotrowski

Dated: 6/21/22 2022 By:   
Eve Wittenmyer

**APPROVED AS TO FORM**

Dated: 6/22 2022 By:   
Mark H. Meyerhoff

Dated: 6/21 2022 By:   
Aram Agdaian