MEMORANDUM OF UNDERSTANDING

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

July 1, 2019 – June 30, 2022
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 (“PVLD”) 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 PVLD and Union that this MOU shall be in effect for the period beginning July 1, 2019, and ending June 30, 2022.

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 PVLD. 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 PVLD. 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, 2022.

ARTICLE 2

RECOGNITION

PVLD 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." PVLD 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

PAYROLL DEDUCTIONS

PVLD will deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized in writing by employees on PVLD forms. PVLD shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after the submission of the change.

Union Security

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the PVLD during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period March 10 through March 30, of the current calendar year, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the PVLD’s Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor PVLD will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or to revoke a contribution.

The Union shall indemnify, defend, and save harmless PVLD against any and all liability which may arise by reason of the deduction by PVLD of money from employees’ wages, as union membership dues, initiation fees and assessments.
ARTICLE 5

AGENCY SHOP

On a monthly basis 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; employee hire date; and employee job classification. This information shall be sent in Excel format to dues@seiu721.org within ten (10) business days of the last payday of the 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 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 within ten (10) business days of each payday.

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 Employer by the next pay period cycle.

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 maintenance of dues deductions, or due to application of the provisions in this Article 5.

Employee requests to cancel or change deductions must be directed to the Union rather than to the District. Deductions will continue unless and until the Union notifies the District of any member requested changes. Any dues deduction revocation, cancellation and/or change will be effectuated by the District only after the Union provides the District with written direction for such revocation, cancellation and/or change. The District will implement any change to an employee’s payroll deductions in the first full pay period following Union notification of the change.

The Union will provide the District a copy of an individual dues deduction authorization where a dispute arises regarding the authorization or dues deduction.

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. Information — PVLD will provide quarterly reports to the Union, upon request, listing bargaining unit employees’ names, titles, mailing addresses, and work locations.

2. Union Staff Access — Union staff representatives may meet with bargaining unit members during non-working hours in non-work areas. The representative shall notify the Director in advance of any visit, preferably the day before.
3. **Facility Access** — The Union may use PVLD facilities for reasonable and lawful purposes upon approval of the Director.

4. **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. 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 2.5% 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, 2019, there shall be a two percent (2%) increase to each step within the salary ranges for all represented classifications. Effective the first full pay period after July 1, 2020, there shall be a two percent (2%) increase to each step within the salary ranges for all represented classifications. Effective the first pay period after July 1, 2021, there shall be a two percent (2%) 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(f), 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.**

Effective the first pay period following July 1, 2016, employees who currently are in the classification of Library Page Shelver (Peninsula Center) shall be placed at Salary Range 8. Effective the first pay period following July 1, 2016, employees who currently are in the classification of Senior Library Page Shelver (Peninsula Center) shall be placed at Salary Range 26. All employees subject to this section shall be placed at the salary step within the designated Range that is closest to, but not less than, the employee’s current hourly rate and which complies with any minimum wage obligations.

4. **Employee Long Service Recognition.**

Effective January 1, 2017, all bargaining unit members who have ten (10) or more years of service shall receive an additional eight (8) hours of personal holiday time per year in recognition of their service to PVLD. The provisions of MOU Article 17 shall apply to the usage and accrual of personal holiday time. Bargaining unit members who reach ten (10) years of service after January 1, 2017 shall receive eight (8) hours of additional personal holiday time, as set forth herein, on the January 1st following the anniversary date upon which the employee reached 10 years of service.

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 $.50 to be added to their current hourly rate of pay for all hours worked during that period.

7. **Passport Agent Differential.**

Non-FLSA exempt employees who are certified and actively serving as Passport Agents shall earn $0.50 per hour for all hours actually worked.

FLSA exempt employees who are certified and actively serving as Passport Agents will receive a salary adjustment of one step in their current classification.

For both non-exempt and exempt employees, the Passport Agent Differential shall 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.

8. **Uniforms.**

All employees in the classifications of Maintenance Worker I through V will be provided uniforms provided by PVLD. 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.

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 IIs 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.

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 or call out, it is their responsibility to find a replacement. If
no other bargaining unit member is available, a non-bargaining manager may be called to fill the opening.

**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)**

   Effective July 1, 2016, these employees shall pay the statutorily mandated employee contribution rate of one half (50%) of the total normal cost.

   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 for a total of 8% towards the CalPERS retirement benefit.
7% EE + 1% cost sharing = 8% of pensionable cost or 50% of total normal cost.


Effective July 1, 2019, 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 “P UHC HMO C 20/30/3000” (“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, 2019, and (subject to the 8% cap set forth below) as adjusted by California Choice on July 1 of 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 50% 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 an eight percent (8%) 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 eight percent (8%) compared to the prior year the employee shall only receive a monthly contribution that constitutes an eight percent (8%) 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).

3. **Life Insurance:**
   Effective July 1, 2019, 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 regular full time salaried employees receive a Fifty-Thousand dollar ($50,000) life insurance benefit. Employees classified as Department Managers receive a Seventy-Five thousand dollars ($75,000) life insurance benefit.

**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-Milianis-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) days’ notice of any proposed change to the Manual and, if requested in writing by the Union within ten (10) 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-Milianis-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 November 19, 2015.
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.
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 two (2) Management representatives selected by the District and two (2) 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:**


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 x 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:

<table>
<thead>
<tr>
<th>Full-time salaried employee who receives Long Service Recognition</th>
<th>64 hours maximum accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time salaried employee who does not receive Long Service Recognition</td>
<td>56 hours maximum accrual</td>
</tr>
</tbody>
</table>
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 | 12 hours maximum accrual
Part-time hourly employee who does not receive Long Service Recognition | 4 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.

<table>
<thead>
<tr>
<th>Full Years of Service (Full-time)</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 4</td>
<td>80 hours 3.34 per pay period</td>
<td>160 hours</td>
</tr>
<tr>
<td>5 though 10</td>
<td>120 hours 5.00 per pay period</td>
<td>200 hours</td>
</tr>
<tr>
<td>More than 10</td>
<td>160 hours 6.67 per pay period</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

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.

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. Up to fifty percent (50%) of an employee’s annual accrued sick leave may be used per year 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 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, 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 PVLd 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 PVLd 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

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days on jury duty the employee may not be required to work more than one (1) day on the following weekend.

Leaves 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 PVLD cannot reinstate the employee to their previous position, the PVLD 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 PVLD’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), during the first five (5) days of leave under the policy for the same qualifying reason, an employee is required to concurrently use their accrued sick leave time. For the remainder of the employee’s leave under the policy, the employee may elect, but is not required to, concurrently use paid accrued leaves, such as sick, vacation, or personal holiday time. The Palos Verdes Library District may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.
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 fails 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 five (5) 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 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.

Within the above limits, either party may request a personal conference.
Formal Level II

If the employee is not satisfied with the decision at Level 1, they may within five (5) 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 five (5) 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 receiving 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 or 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. Up to fifty percent (50%) of an employee’s annual accrued sick leave may be used per year 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 8.4.2 (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. Up to fifty percent (50%) of the 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 (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 x 6 months)).

Part-Time Hourly Employees: Effective January 1, 2017, part-time hourly employees shall be granted four (4) hours of personal holiday time per year. Part-time hourly employees who receive Long Term Recognition shall receive an additional eight (8) hours of personal holiday time per year. The use and accrual of personal holiday pay shall be governed by Article 17 of this Agreement.

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.

<table>
<thead>
<tr>
<th>Full Years of Service (Part-time Salaried)</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 4</td>
<td>37 hours 1.54 per pay period</td>
<td>74 hours</td>
</tr>
<tr>
<td>5 through 10</td>
<td>55.50 hours</td>
<td>92.5 hours</td>
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<tr>
<td>More than 10</td>
<td>2.31 per pay period</td>
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<td>-------------</td>
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</tr>
<tr>
<td></td>
<td>74 hours</td>
<td>111 hours</td>
</tr>
<tr>
<td></td>
<td>3.08 per pay period</td>
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</tbody>
</table>

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 one (1) week's leave without pay after six (6) months of employment. After one year, such employees may request annual leave without pay up to a maximum of two (2) weeks.
EXHIBIT A
APPENDIX A

DESIGNATED APPROPRIATE CLASSIFICATIONS

INFORMATION TECHNOLOGY ADMINISTRATOR I/II/III
LIBRARIAN I/II/III
LIBRARY ASSISTANT I - IV
LIBRARY MANAGER I - IV
MAINTENANCE WORKER I - V
TECHNICAL SERVICES ASSISTANT I - IV
COORDINATOR OF VOLUNTEER SERVICES
ASSISTANT FACILITIES MANAGER
PASSPORT ACCEPTANCE AGENT
For PALOS VERDES LIBRARY DISTRICT

Dated: June 27, 2019

By: Debby Stegura
    President, Board of Library Trustees

Dated: June 27, 2019

By: Jennifer Addington
    District Director

For SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

Dated: June 26, 2019

By: David Campbell

Dated: June 26, 2019

By: Mary Koehn

Dated: June 26, 2019

By: Dennis Piotrowski

Dated: June 27, 2019

By: James Wolfe

APPROVED AS TO FORM

Dated: July 8, 2019

By: Mark H. Meyerhoff

Dated: June 28, 2019

By: James Fagan