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**ARTICLE 1            PURPOSE**

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It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Board of Law Library Trustees.

## **ARTICLE 2            RECOGNITION**

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Pursuant to the provision of applicable State law, Law Library Management hereby recognizes Los Angeles County Employees Association, Local 721, SEIU, as the certified exclusive representative in the Professional Non-Supervisory Unit. The term "employee" or employees as used herein shall refer only to Library Employees in the following classifications, which comprise this Unit.

1.     Administrative Clerk
2.     Library Clerk
3.     Library Technician
4.     Administrative Technician
5.     Building Engineer
6.     Librarian
7.     Branch Assistant
8.     Library Aide
9.     Accounting Assistant

### **ARTICLE 3           NON-DISCRIMINATION**

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The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the lawful activities of LACEA, Local 721, SEIU or to refuse to join and participate in union activities and all other rights provided by the Myers-Milias-Brown Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, age, national origin, political or religious affiliation, disability status, gender or sexual orientation.

The use of all nouns, pronouns, and adjectives contained in this Agreement are used in their generic sense and are not intended to indicate any distinction based upon gender.

**ARTICLE 4            IMPLEMENTATION**

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This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to Los Angeles County Law Library Board of Trustees. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until the Law Library Board of Trustees act to approve said Memorandum of Understanding.

Following approval of this agreement and ratification by members of this Unit, management will expedite the submission of this Memorandum of Understanding to the Law Library Board of Trustees for its approval.

**ARTICLE 5            TERM**

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The term of the Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to ratification by the Law Library Board of Trustees and SEIU Local 721.

This Memorandum of Understanding shall expire and otherwise be fully terminated thirty six (36) months after the effective date.

This Memorandum of Understanding shall expire and otherwise be fully terminated on May 31, 2011.

**ARTICLE 6            RENEGOTIATION**

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In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period of March 1, 2011 through March 31, 2011 its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

**ARTICLE 7            OBLIGATION TO SUPPORT**

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The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Law Library Board of Trustees, hereinafter referred to as the Board, for action, neither the Union nor Management, nor their authorized representatives will appear before or meet with the Board individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this article shall not preclude the parties from appearing before the Board nor meeting with individual Board member to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

**Section 1. COLA**

The Law Library proposes a relevant Salary / Classification Relationship Chart as seen on the next page. In addition for all Full time and Part time employees, effective July 1, 2008 a 3% across the board salary cost of living adjustment will be implemented. Effective July 1, 2009, a 3% across the board cost of living adjustment will be implemented. Effective July 1, 2010, a 3% across the board cost of living adjustment will be implemented.

**Section 2. Transportation Allowance.**

The Law Library shall reimburse full and part time employees, who purchase a monthly pass for public transportation (i.e. MTA, Metrorail, etc.), one half of the monthly cost. Those employees that take the Transportation Allowance benefit will give up their parking space on the top floor. Employees who take the Transportation Allowance benefit but find it necessary to drive to work, a parking space on the lower level will be available on a first come, first serve basis. The Law Library will continue to make a reasonable effort to provide adequate free parking consistent with Article 34 – Parking.

**ARTICLE 8 SALARIES (Cont.)**

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**LOS ANGELES COUNTY LAW LIBRARY SALARY-CLASS RELATIONSHIP CHART**

Job Classification	Salary Range Beginning	Salary Range End
Library/Administrative Aide	\$9.49/hr.	\$12.90/hr.
Library/Administrative Clerk	\$11.91/hr.	\$19.60/hr.
	24,000 Annually	39,500 Annually
Branch Assistant	\$14.89/hr.	\$24.56/hr.
Library/Administrative Technician	30,000	49,500
Building Engineer	40,000	66,000
Librarian	45,000	74,250

## ARTICLE 9 OVERTIME

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The LA Law Library and the Union jointly agree that overtime shall be compensated as follows:

1. Exempt positions shall not be entitled to coverage under the Fair Labor Standards Act. Those positions in the full time Professional, Non-Supervisory Unit are Librarians.
2. Nonexempt positions will receive overtime pay for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act. "Hours worked" do not include time for which an employee is compensated but does not actually work, including but not limited to sick leave, and vacation pay with the exception that those hours paid during a work week for a regular Law Library holiday will be counted in calculating hours worked for overtime purposes.
3. Nonexempt employees shall receive overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all time worked in excess of forty (40) hours in one week. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
4. All overtime work must be authorized by the Library Director or his/her designee.

**ARTICLE 9            OVERTIME (Cont.)**

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5.        Compensatory Time in Lieu of Paid overtime.

A.        Compensatory Time for nonexempt shall be booked at one and one half hour for every hour worked in excess of forty (40) hours in the work week. Nonexempt employees may accumulate a maximum of 240 hours of compensatory time off. All hours accumulated in excess of 240 hours shall be paid out in cash. All remaining accrued compensatory time shall be paid to the employee at the time of termination of employment.

B.        Exempt employees are not eligible to receive additional compensation for hours worked in excess of 40 hours. At the discretion of the Library Director, exempt employees will be permitted to take an hour off for each hour worked in excess of 40 hours. An exempt employee must receive advanced approval from the employee's division head in order to take time off. Compensatory time should be taken in the following month, but another day can be used if it is within a reasonable time and will not put a burden on the department involved. Compensatory time accrued by exempt employees shall have no monetary value and will not be eligible for payment upon termination of employment.

## **ARTICLE 10      PAYCHECK ERRORS**

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### **Underpayments**

1. Management will immediately request its Bank to rectify a significant underpayment (approximately \$100.00) on the employees payroll warrant within three calendar days, exclusive of Saturdays, Sundays and legal holidays, after receipt of Human Resources Manager or his/her designated representative by the effected employee within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Law Library will authorize its Bank to issue a corrected or supplemental warrant within three business days after receiving the request from the Manager or his/her designated representative.
3. Changes in salary resulting from changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

### **Overpayments**

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the Human Resources Manager of his/her designated representative. Such recovery shall not exceed 15% per month of the disposable earnings (as defined by State Law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

## **ARTICLE 11            PERFORMANCE EVALUATIONS**

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The Los Angeles County Law Library Performance Evaluation System, Schedule and Procedure has been modified. Employee evaluations shall be written annually between the calendar months of February through March. Discussions will be conducted during the calendar months of April and June with any merit increases to be effective at the beginning of the new fiscal year, which is July 1.

An employee evaluation shall be presented and reviewed with each employee in a confidential manner. If a performance evaluation is not filed in a timely manner and the employee becomes eligible for a merit increase, the increase shall be retroactive to the new fiscal year.

An employee who believes the overall evaluation is inaccurate shall file a written grievance and request a meeting with the employee's Division Director within ten (10) business days of receiving the evaluation. If the employee continues to believe the evaluation is still inaccurate the employee may appeal the Division Director's decision with the Law Library Director, or designated representative within ten (10) business days of receiving the Division Director's response. The employee's overall performance rating shall not be subject to the arbitration step of Grievance Procedure. The decision of the Library Director is final.

Management agrees that properly used paid sick leave protected by federal and state laws or vacation used in the twelve months immediately prior to a Performance Evaluation will not be negatively referenced on such forms.

If Management fails to follow the Los Angeles County Law Library's Performance Evaluation System's Schedule and Procedure such failure may be grieved by the affected employee within ten (10) business days of the alleged violation of the Schedule and Procedure System.

- Please reference Letter of Agreement A at the end of this MOU.

**ARTICLE 12            TRAINING & CAREER DEVELOPMENT**

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Management will continue its practice of sending employees to approved training courses that will improve the efficient operation of the library and improve service to the public.

Management will pay for registration and fees required to attend these courses. Employees sent to training courses by management will receive their hourly rate of pay for time required to attend the approved sessions.

Management agrees to continue in-service training programs which are in effect during the life of this MOU.

## **ARTICLE 13      SAFETY AND HEALTH**

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Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union will encourage all members in the Unit to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment, and conditions, and report any hazardous, unsafe, and/or unhealthy practices or conditions promptly to their immediate supervisor or Manager. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor or Manager will:

1. Correct or eliminate the condition if correction or elimination thereof is within their authority and capability, or,
2. Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by Management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
3. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the Law Library Director or the Library Safety Officer. This person should respond within five (5) days.

Management will maintain a First Aid Kit at each work location and keep employees informed of the place it is kept.

## **ARTICLE 14            PERSONNEL FILES**

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An employee, or his/her Local 721 designated representative with the written consent of the employee, may inspect that employee's personnel file as approved under California Labor Code, Section 1198.5 – see attached copy immediately following this Article 14.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or manager regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that he/she is required to sign. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. An employee may provide a written rebuttal to any written statement by employee's supervisor within ten (10) calendar days of signing or refusing to sign the document. The rebuttal shall be attached to the corresponding document and placed in the employee's personnel file.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of specific provisions of this agreement. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance appeal rights have been exhausted.

On reviewing his/her personnel file, an employee of this Unit may request to have any written warnings or written reprimands issued more than two years prior removed from his/her personnel file.

## **ARTICLE 15      GRIEVANCE PROCEDURE**

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### **Section 1. Purpose**

The purpose of the grievance procedure is to provide a method for the resolution of grievances without reprisal against any employee or employees who may submit or be involved in a grievance.

### **Section 2. Definitions**

1.      Wherever used the term “employee” means either employee or employees as appropriate.
2.      “Grievance” means a complaint by an employee concerning the misinterpretation or misapplication of the provisions of this Memorandum of Understanding or of working conditions rules and regulations governing personnel practices which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3.      “Business Days” mean calendar days exclusive of Saturdays, Sundays and legal holidays.

**Section 3. Responsibilities**

1. The Union agrees to encourage employees to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2. An employee who files a formal written grievance will state clearly in the grievance the specific action(s) complained of, the article(s) of the MOU allegedly violated and the specific remedy requested. To the best of the individual's ability, the employee will also state the provisions of the Memorandum of Understanding allegedly violated.
  
3. Management has the responsibility to:
  - A. Respond only to the specific complaint cited in the grievance as originally presented; and
  
  - B. Inform an employee of any limitation of management's authority to fully resolve the grievance

**Section 4. Waivers and Time Limits**

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process any unresolved grievance to the next hearing level.

**ARTICLE 15            GRIEVANCE PROCEDURE (Cont.)**

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2. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next within the time limits established in the procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. A grievance may be referred to a prior level for reconsideration by mutual agreement confirmed in writing.

**Section 5. Employee Rights and Restrictions**

1. The employee has the right to the assistance of a representative in the preparation of a formal written grievance, and to represent him/her in formal grievance meetings. The grievant may be required to be present in meetings with Management for purposes of discussing the unresolved grievance.
2. An employee selected as a representative in a grievance shall be required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her work assignment to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Law Library operations.

**ARTICLE 15            GRIEVANCE PROCEDURE (Cont.)**

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3. An employee may present his/her grievance to Management on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the Law Library operation. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

**Section 6. The Parties' Rights and Restrictions**

1. None of the Parties shall unreasonably delay the processing of a grievance at any step of the established procedure.
2. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
3. The employee may elect to be represented in a formal grievance meeting. Management may designate a representative to be present at such meeting.
4. A Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

**ARTICLE 15      GRIEVANCE PROCEDURE (Cont.)**

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5. Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
  
6. If a Union representative elects to attend any formal grievance meeting, he/she must inform Management prior to such meeting. Management may also designate a representative to be present at such meeting.
  
7. Only employees who have direct, first hand knowledge of the event(s) giving rise to the employee complaint may be called on as witnesses by the grievant. Any such witnesses may attend formal grievance meetings during work time without loss of pay with the prior approval of their immediate supervisor or Law Library Management.

**Section 7. Procedures**

**Informal Complaint**

An employee is encouraged to discuss his/her complaint in a meeting with his/her immediate supervisor. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with him/her at a mutually satisfactory time. If the employee elects to have a union representative attend such meeting, the supervisor may elect to have another Management representative present.

**Grievance Procedure**

**Step 1:**

- A.      Within ten (10) business days from the occurrence of the matter on which the complaint is based, or within ten (10) business days from of the date the grievant should reasonably have had knowledge of such occurrence, whichever is later, an employee may file a formal written grievance.

Three copies of the grievance will be completed by the employee stating the nature of the grievance, the provisions of the Memorandum of Understanding allegedly violated and the remedy requested. The employee will submit two copies to his/her immediate supervisor and retain the third copy.

- B.      Within ten (10) business days from receipt of the grievance, the supervisor or Management designee will meet with the employee. Within ten (10) business days following such meeting, the supervisor or Management designee shall render a decision in writing using the original copy of the grievance.

**Step 2:**

- A.    Within ten (10) business days of the receipt of the decision at Step 1, the employee may appeal to the employee's department head or designee, using the original copy of the unresolved grievance.
  
- B.    Within ten (10) business days from the receipt of the grievance appeal to Step 2, the Division Director or designated representative not serving at Step 1 will discuss the grievance with the employee before a decision is reached. Thereafter, the Division Director or designated representative will provide the employee with a written decision within ten (10) business days following the grievance meeting using the original copy of the grievance.

**Step 3:**

- A.    Within ten (10) business days from receipt of the decision at Step 2, the employee may appeal to the Library Director or designated representative using the original grievance form.

**ARTICLE 15                    GRIEVANCE PROCEDURE (Cont.)**

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- B.    Within ten (10) business days from the date the submitted grievance appeal to Step 3 is received, the Library Director or designated representative who has not been involved in the grievance in prior levels shall discuss the grievance with the employee. Thereafter, the Library Director or his designee will provide to the employee a written decision within ten (10) business days following the grievance meeting.
  
- C.    If the Library Director or designated representative fails to give a decision within the specified time limit, the Union may opt to refer the unresolved grievance alleging a violation of the negotiated agreement between the parties to arbitration.
  
- D.    On matters that are not subject to arbitration pursuant to Section 8 hereafter, the decision of the Library Director or designated representative shall be final.

**Section 8.    Arbitration**

- 1.    Within thirty (30) business days from receipt of the written decision of the Library Director or designated representative, the Union may request that the unresolved grievance be submitted to the arbitration.

**ARTICLE 15            GRIEVANCE PROCEDURE (Cont.)**

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2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state, or local law or ordinance, including specifically all ordinances applicable to the Law Library, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits or legality of any or all personnel rules or regulations of the Law Library, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such personnel rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - C. Written Record of Conference.
  - D. Performance Evaluation Ratings.

**ARTICLE 15                    GRIEVANCE PROCEDURE (Cont.)**

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3. In the event the Union desires to request that a grievance, which meets the requirements of Section 8, paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request to the Library Director or designated representative. The written request shall set forth the specific issue(s) still unresolved through the grievance procedure, which are to be submitted to arbitration.
  
4. Selection of an arbitrator shall take place as follows:
  - A. Within an additional sixty (60) business days from notification by the Union of a desire to arbitrate the unresolved grievance, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.
  
  - B. During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.

5. Arbitration of grievances hereunder shall be conducted generally within sixty (60) business days from the selection of the arbitrator and in accordance with applicable provisions of this article. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
  
6. Prior to the hearing, a representative of the Law Library and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event Management and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
  
7. The written decision of an arbitrator resulting from any arbitration or grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  
8. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be advisory in nature and shall be rendered within thirty (30) calendar days following conclusion of the hearing.

**ARTICLE 15            GRIEVANCE PROCEDURE (Cont.)**

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9.     The written decision of the arbitrator together with the evidentiary exhibits shall be submitted to the Library Director or designated representative and the Union. The Library Director or designated representative shall advise the Union of his/her intentions concerning the arbitrator's decision within ten (10) business days.
  
10.    If the Library Director rejects the arbitrator's decision, the Library Director shall, after a complete review of the hearing records maintained by the arbitrator or the court reporter if one was requested by either of the parties, provide the union within 30 days of receipt of the hearing record a written decision. Such written decision shall contain findings of fact consistent with the hearing record together with the Library Director's conclusion. The Library Director's decision shall be final.
  
11.    Within ninety (90) days of the receipt of the Law Library's decision to reverse the arbitrator's decision, the Union may appeal the decision to the appropriate superior court department. Failure to appeal the Library Director's decision within this ninety (90) day period, the grievance shall be considered settled and shall not be subject to further appeal.

**Section 1. Discipline of Five (5) days or Less.**

The following procedure applies to discipline where there is an actual loss of pay by the employee of five (5) days or less. Written reprimands or other actions that may be characterized as “disciplinary” are not subject to arbitration under this Article or any other.

**Step 1:****Administrative Meeting**

When Management is considering disciplining an employee with loss of pay for five (5) days or less, Human Resources will invite the employee in writing to meet on a proposed date, time and location to discuss the potential discipline. The employee is entitled to representation during the meeting.

**Step 2:****Notice of Intended Discipline**

If Management determines after the Administrative Meeting (if held) that discipline is warranted, it will provide the employee with a Notice of Intended Discipline. The Notice shall include the relevant facts, violations, and relevant evidence considered by Management when making its decision.

**Step 3:****Skelly Meeting**

Within ten (10) business days from receipt of the Notice of Intended Discipline, the employee or his/her representative may request that the Human Resources Manager schedule a Skelly Meeting. If the employee or his/her representative does not request a Skelly meeting within ten (10) business days, the employee has no right to a Skelly meeting. The Skelly officer will be the Executive Director or another Director of his/her designation.

Within ten (10) business days following the Skelly meeting, if held, or ten (10) business days following the last day upon which the Skelly meeting could have been held, Management will issue a Notice of Discipline. The Notice of Discipline shall be final and not subject to arbitration.

**Section 2. Discipline of Six (6) Days or More.**

The following procedure applies to discipline where there is an actual loss of pay by the employee of six (6) days or more.

**Step 1:****Administrative Meeting**

When Management is considering disciplining an employee with loss of pay for six (6) days or more, Human Resources will invite the employee in writing to meet on a proposed date, time and location with the Human Resources Manager to discuss the potential discipline. The employee is entitled to representation during the meeting.

**Step 2:****Notice of Intended Discipline**

If Management determines after the Administrative Meeting that discipline is warranted, it will provide the employee with a Notice of Intended Discipline. The Notice shall include the relevant facts, violations, and relevant evidence considered by Management when making its decision.

**Step 3:****Skelly Meeting**

Within ten (10) business days from receipt of the Notice of Intended Discipline, the employee or his/her representative may request that the Human Resources Manager schedule a Skelly meeting. If the employee or his/her representative does not request a Skelly meeting within ten (10) business days, the employee has no right to a Skelly meeting. The Skelly officer will be the Executive Director or another Director of his/her designation.

Within ten (10) business days following the Skelly meeting, if held, or ten (10) business days following the last day upon which the Skelly meeting could have been held, Management will issue a Notice of Discipline.

**Step 4:****Non-Binding Arbitration**

- A. Within ten (10) business days from receipt of the written decision of the Skelly Officer, the Union may request that the discipline be submitted to arbitration.

- B. Within an additional thirty (30) business days from notification by the Union of a desire to arbitrate the discipline, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.

During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.

- C. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
  
- D. Prior to the hearing, a representative of the Law Library and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event Management and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
  
- E. The written decision of an arbitrator resulting from any arbitration or grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

- F. The written decision of an arbitrator resulting from any arbitration of discipline hereunder shall be advisory in nature and shall be rendered within thirty (30) calendar days following conclusion of the hearing. The advisory decision of the arbitrator shall be submitted to the Law Library Board of Trustees Personnel Committee for a final determination.
  
- G. The written decision of the arbitrator together with the evidentiary exhibits shall be submitted to the Law Library Board of Trustees Personnel Committee and the Union. The Law Library Board of Trustees Personnel Committee shall advise the Union of its intentions concerning the arbitrator's decision within thirty (30) business days.

**ARTICLE 17      RESOLVING ISSUES GENERAL IN CHARACTER**

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In order to provide an effective mechanism whereby disagreements between LACEA, Local 721, SEIU, and Management concerning the interpretation or application of applicable provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Where LACEA, Local 721, SEIU has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACEA, Local 721, SEIU, may request in writing that a meeting be held with the authorized representatives of the Law Library who have authority to make effective recommendations for the resolution of the matter with a copy to the Library Director or his/her designated representative. Such written request shall be submitted within thirty (30) business days from the occurrence and shall set forth in detail the facts giving rise to the request for the meeting, provisions within the MOU that have been allegedly violated, and the proposed resolution sought.

Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement (s).

**ARTICLE 17      RESOLVING ISSUES GENERAL IN CHARACTER (Cont.)**

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- B.      Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACEA, Local 721, SEIU, shall have the right to meet with the Library Director or designated representative in an attempt to resolve the matter.
  
- C.      Within ten (10) business days after the meeting, the Library Director or his/her designated representative shall respond to LACEA, Local 721, SEIU in writing setting forth Management's decision and reasons therefore.
  
- D.      If the matter is not satisfactorily resolved, affected individual employees pursuant to the provisions of Article 15 - Grievance, may file individual grievances.

## **ARTICLE 18      STEWARDS**

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### **Section 1.**

It is agreed by the parties of this Memorandum of Understanding that LACEA Local 721 SEIU may select a reasonable number of stewards not to exceed three (3) stewards at the main library and a maximum of one (1) steward for all of the branches. Local 721 shall provide the director or designee a written list of employees that have been selected as stewards. Law Library Management shall recognize only those names listed by Local 721 as stewards.

### **Section 2.**

A steward may not leave the steward's work site or cease doing assigned work without receiving the approval of Management. Permission to leave the work site shall not be granted to perform the tasks in section three (3) if such absence would cause an undue disruption of the Library's work. If time cannot be granted immediately, time limits shall be extended for a time equal to the delay.

### **Section 3.**

A steward shall be given reasonable release time without loss of pay to represent a unit's employee in informal or formal grievance meetings, and investigatory discipline meetings with Management. No more than one (1) steward shall receive release time to participate in any meeting with Management, unless otherwise agreed to.

**ARTICLE 18      STEWARDS (Cont.)**

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**Section 4.**

Stewards must complete union-sponsored Leadership Academy training before representing an employee at any meeting with Management. All Law Library supervisors and other staff who supervise employees must complete training regarding Weingarten rights of employees.

**ARTICLE 19      BULLETIN BOARDS**

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Management will furnish adequate bulletin board space at each facility where more than one person of this Unit is assigned.

The boards shall be used for the following subjects:

- A. LACEA, Local 721, SEIU recreational, social and related LACEA, Local 721, SEIU news bulletins;
- B. Scheduled LACEA, Local 721 SEIU meetings,
- C. Information concerning LACEA, Local 721, SEIU elections or the results thereof,
- D. Reports of official business of LACEA, Local 721, SEIU, including applicable newsletters, reports of committees or the Board of Directors;
- E. Any material which first has been approved by the Library Director or designated representative.

Should the Union desire a communication be posted throughout the Law Library and all of its branches, it may submit the communication to the Library Director for approval.

**Section 1. Deductions and Dues**

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted monthly from the salary of each employee covered hereby who files with the Law Library a written authorization requesting that such deduction be made in accordance with applicable provisions of State law.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.

**Section 2. Security Clause**

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the Law Library during the term of this agreement, provided, however, that an employee in this Unit may terminate such Union dues during January 15th through the 31st of the last year of this agreement by notifying the Union of their termination of Union dues deduction. Such notification shall be provided by the employee by certified mail/return receipt requested, and should be in the form of a letter containing the following information: employee name, employee number, job classification, the employer business name, and name of Union from which dues deductions are to be canceled. The Union agrees to finalize all necessary processing of employee written requests for cancellation of dues within sixty (60) calendar days following receipt of such request.

**Section 3. Indemnification Clause**

The Union agrees to indemnify and hold the Law Library and the Bank of America harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

**ARTICLE 21      WORK ACCESS**

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Authorized LACEA, Local 721, SEIU, representatives will be given access to the work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on the bulletin board.

LACEA, Local 721, SEIU, representatives desiring access to the work location hereunder shall state the purpose of the visit and request from the Library Director, or designated representative, authorization in a reasonable amount of time before the intended visit, unless the parties mutually agree otherwise. The parties agree that the Union shall have reasonable access to non-working areas during non-working times to communicate with unit employees.

LACEA, Local 721, SEIU, agrees that its representatives will not purposely interfere with operations of the Law Library or any facility thereof.

LACEA, Local 721, SEIU, shall give to the Library Director or designated representative, a written list of all authorized representatives, which list shall be kept current by LACEA, Local 721, SEIU. Access to work locations will only be granted to representatives on the current list, unless the parties agree otherwise.

**ARTICLE 22      EMPLOYEE LISTS**

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Within sixty (60) days from the effective date of this Memorandum of Understanding, LACEA, Local 721, SEIU, may request a computer print out of the names, employee numbers and job classifications of all employees within this Unit. Such computer print out may be requested up to four times a year at no cost to the Union.

**ARTICLE 23      AUTHORIZED AGENTS**

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For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's Principal authorized agent shall be the Law Library's Library Director or duly authorized representative (address 301 West First Street, Los Angeles, California 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B. The LACEA, Local 721 SEIU, principal authorized agent shall be the President, or his/her authorized representative at the following address: 550 South Virgil Avenue, Los Angeles, California 90020 or as amended.

## **ARTICLE 24            STRIKES AND LOCKOUTS**

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During the life of this agreement the Union agrees that the Union shall not cause, sanction or engage in any work stoppages, strikes, slowdowns, sickouts, picketing or other concerted activity that will stop, or impair the Law Library's ability to provide service at all of its branches or to provide public service.

During the life of this agreement the Law Library agrees it shall not lockout employees.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and/or the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this article and the Law Library shall be entitled to seek all remedies available to it under applicable law.

## **ARTICLE 25            MANAGEMENT RIGHTS**

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The Law Library retains, solely and exclusively, all rights, powers, and authority that it exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as specifically limited by an express provision of this MOU or otherwise agreed to by the parties. Additionally, it is the exclusive right of Law Library Management to determine its mission, to set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of Law Library Management to direct its employees, which shall include but is not limited to, appointments, assignments, performance evaluations, classifications and transfers, establishment of policies, procedures, rules and regulations not in conflict with the terms of this Memorandum of Understanding, take disciplinary action for cause, relieve its employees from duty as, for example, by work furlough, because of lack of work or for other legitimate business reasons; and determine the methods, means, and personnel by which the Law Library operations are to be conducted; provided however, that the exercise of such rights does not preclude employees or their representative from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment of Law Library employees.

All other rights of Law Library Management are also expressly reserved to the employer unless such other rights are abrogated by a clear and express provision of this MOU or by mutual written agreement by the parties.

Nothing herein shall limit the right of the Union to meet and confer over the impact of rights exercised by Management as provided in Article 28, Full Understanding Modification and Waiver.

In the event the Law Library enters into any agreement with another public employer, or private entity which involves the transfer of functions now being performed by employees in this Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public agency, or private entity, the Law Library will advise such public agency or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the Law Library will consult with the employer absorbing a Law Library function to encourage the use of affected employees by the new employer. When a Request for Proposal is approved by the Law Library and when such conforms with prevailing rules and regulations relating to the contracting out or transfer of Law Library functions, the Law Library Management will advise the Union ten (10) business days prior to the release of the RFP.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of function from the Law Library to another agency, Management will make an effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

## **ARTICLE 27 PROVISIONS OF LAW**

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It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, Federal and State regulations, and any applicable lawful rules and regulations enacted. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

**Section 1.**

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

**Section 2.**

It is understood and agreed that the provisions of this Section are intended to apply only to matters, which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedure affecting the employees in the Unit. Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

**ARTICLE 28 FULL UNDERSTANDING, MODIFICATION AND WAIVER (Cont.)**

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Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit where the subject matter of the change is subject to negotiations pursuant to the Myers-Milias-Brown Act and where the Union request to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

The phrase "significantly large number" shall mean a majority of the employees in the Unit, or all of the employees within a classification.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by the Law Library Board of Trustees. In the event negotiations on the proposed change are undertaken, any impasse which arises shall be submitted as an impasse to a mediator mutually agreeable to the parties as provided in Government Code Section 3505.2. See attached copy immediately following this Article 28.

**Section 3.**

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

3505.2. If after a reasonable period of time, representatives of the public agency and the recognized employee organization fail to reach agreement, the public agency and the recognized employee organization or recognized employee organizations together may agree upon the appointment of a mediator mutually agreeable to the parties.

Costs of mediation shall be divided one-half to the public agency and one-half to the recognized employee organization or recognized employee organizations.

**Section 4.**

Where Management makes any changes in working conditions because of the requirements of law, the Law Library shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

**Section 5.**

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

**ARTICLE 29      LEAVES OF ABSENCE**

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Leaves of absence shall be granted in accordance with provisions within the:

California Family Rights Act of 1991:  
the California Pregnancy Leave Act, and  
the Federal Family Care and Medical Leave Act of 1993

Nothing in this Section is intended to provide any additional benefits beyond that mandated by Federal and/or State law, or any applicable Ordinance.

**Jury Duty**

During the term of this Memorandum of Understanding, members of this Unit who receive a summons or notice of Jury Service and who are absent from duty for reasons of jury service, shall receive their regular salary for the period they serve on jury duty (see the Employee Handbook for details) provided the employee has provided the Law Library with proof that the employee has served on a jury for the dates in question and deposited any jury duty fees received with the Law Library, excluding juror mileage. An employee must return to work if the time the employee is released from the day's service in court makes it practical to do so.

**Witness Leave**

A member of the Unit who is required to be absent from duty by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, that compels the employee's presence as a witness, unless the employee is a party to the action or an expert witness, shall be allowed the time necessary to be absent from work at the employee's regular pay (see Employee Handbook for details) to comply with the subpoena's requirements, provided the employee deposits any witness fees received with the Law Library, excluding mileage.

**Employee Organizational Leave**

Not more than one (1) employee covered hereby, at the written request of Local 721 SEIU, and approved by the Library Director or his/her designee, shall be granted a leave of absence without pay. The final right to approve organizational leave is exclusively reserved for Law Library management in order to meet operational needs of the Law Library.

**Bereavement**

A full-time employee who is compelled to be absent from duty because of the death of a member of his or her immediate family (as defined below) shall be allowed the time necessary to be absent from work at regular pay for not more than three (3) working days. An hourly employee in such circumstances shall be allowed the time necessary to be absent from work at regular pay for not more than one (1) of his or her regular workdays. The Library Director may request a death certificate or other satisfactory proof of the death and the relationship of the decedent to justify the absence.

For purposes of this policy, the members of the "immediate family" are: the father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, child, stepchild, grandmother, grandfather, grandchild, foster parent and foster child of the employee; any person who actually resides in the household of the employee at the time of death; the parent or child of a domestic partner; and the domestic partner of a parent or child.

By extending to an employee the specific benefits described by this section, the Library does not intend to confer nor to imply any other unspecified benefits to such employee, nor to such employee's family members nor to any other person.

**Section 1.**

It is the intention of the parties to establish a Labor/Management Committee to provide a forum for Labor and Management to jointly discuss issues of concern to employees in the units. Each party (Labor and Management) may select three (3) representatives to be members of the committee. Once selected, each party shall notify the other, in writing, the names of its representatives.

During the term of this MOU, the Joint Labor/Management Committee shall meet upon written request of either party, during working hours, to discuss specific issues, which impact a majority of the employees in the units. Such written requests to meet shall not be made more often than quarterly. The parties may mutually agree to meet more often.

**Section 2.**

The Labor/Management Committee shall not meet to discuss individual employee grievances. The Labor/Management Committee shall have no authority to alter the provisions of this Memorandum of Understanding, nor to bind either Labor or Management to take action of any sort unless the issue is mutually agreed to in writing.

**Section 1. Definition**

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant, position in one class by an individual in another class.
  
- B. The amount of the acting pay shall be the beginning of the salary range of the vacant position of the higher classification, or 3%, whichever is greater. Acting pay is paid pursuant to the conditions described below.

**Section 2. Conditions**

- A. An employee assigned to an out-of-class assignment for more than 20 consecutive working days by Management shall receive acting pay established in section 1 B commencing on the 21st working day.
  
- B. The employee may request to be returned to his or her former assignment within twenty (20) consecutive working days. The Library will then have thirty (30) working days to return the employee to his or her former assignment. During the thirty (30) working day period, the employee shall not be entitled to any out of classification pay.

- C. If the employee is appointed to fill the vacant out-of-class assignment within 30 calendar days from the date the employee began serving in the assignment, the employee shall not be eligible to receive acting pay established in section 1 B. Acting pay is not applicable to persons employed on a temporary or recurrent basis.
  
- D. It is the intent of Management to avoid working an employee on an out of class assignment for a prolonged period of time.

**Section 3. Special Provisions**

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Law Library has no control. However, such assignment shall not extend beyond the period of the emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
  
- C. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

During the term of this agreement the Law Library agrees to follow the layoff procedure:

1. Grounds for Layoff. Whenever, in the judgment of the Library Director, it becomes necessary to reduce the workforce because of lack of funds or lack of work, an employee may be laid off, reduced in classification or displaced by another employee. Such Layoff, reduction, or displacement shall result from action of the Library Director or his or her designee. Such action shall not entitle the laid off, reduced, or displaced employee to a right of appeal.

2. DEFINITIONS

- A. Length of Service is defined as the total continuous service in regular Library employment.
- B. Displacement Rights. Those rights accruing to regular Library employees only. These rights, commonly referred to as "bumping rights," allow a laid off employee to displace another employee in the same or lower classification in the manner specified under "Displacement Rights" contained in this Policy.

3. PROCEDURE. (In order of occurrence)

A. The Library may, after consultation with the union, as required by law, consider alternative action in order to minimize layoffs.

B. Identification of Classifications. The Library will identify those classifications which will be reduced to minimize the impact on the continued effectiveness of the Library.

4. NOTIFICATION.

Notice to Employees. The Library shall notify the Union thirty (30) work days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. An employee filling a full time position shall be given at least ten (10) work days prior notice of layoff. Employees transferred, reduced, or displaced shall be given at least five (5) work days notice.

5. REDUCTION IN FORCE. Once the classifications to be reduced have been identified, the Library shall consider laying-off employees in the following order:

A. Temporary employees in the identified classifications.

- B. Employees serving an initial probationary period in the identified classifications.
- C. Regular employees within the least continuous classification service.

6. THE BREAKING CRITERIA.

In cases where two or more employees have the same date of hire (i.e. equal seniority) retention points for job performance shall be credited on the basis of the average of the overall evaluation rating for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) work days prior to the date of the layoff notice. Retention points are as follows:

“Unsatisfactory” Rating	-	1.0
“Marginal” Rating	-	2.0
“Meets Expectations” Rating	-	3.0
“Exceeds Expectations” Rating	-	4.0
“Exceptional Performance” Rating	-	5.0

Increments of 1/10 of a percentage point may fall between these main Performance Evaluation ratings. The total rating number will be used as the determining factor for retention purposes.

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

**7. DISPLACEMENT RIGHTS (BUMPING)**

An employee designated for layoff as a result of abolition of a position or classification may displace (“bump”) an employee in a lower classification in which the employee has prior service, provided the laid off person has greater seniority than the employee in the lower classification. In addition, an employee designated for layoff with greater seniority may displace (“bump”) an employee in a lower classification within the same occupational family. Determination of an occupational family will be made by the Library and such determinations shall be made according to the following factors:

- A. Similarity of occupational field.
- B. Similarity of “Class Characteristics” and “Examples of Duties” as described in the class specifications.

- C. Similarity of "Education and/or Experience," in "Knowledge, Skills and Abilities," and "Special Requirement" as described in the class specifications.
  
- D. Any additional factors deemed relevant by the Library, such as language skills.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Human Resources Manager. If these privileges are not exercised within the specified time period, they are automatically forfeited.

**8. REDUCTION TO AN OPEN VACANT POSITION.**

An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position.

**9. DEMOTIONS.**

Upon request of the employee, and with the approval of the Library, an employee who has not held status in a lower classification may be allowed to demote to an open vacant position in the same Department if he/she meets all the requirements of the lower position as determined by the Library.

All employees who are demoted will be paid at the same rate of pay as prior to demotion if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

10. TRANSFERS.

The Library may transfer an employee to an open vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.

Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited his/her ability to transfer.

If the transfer involves a change from one Division to another, both Division Heads must consent unless the Library Director orders the transfer for purposes of economy or efficiency.

**Section 1. PERS Group Health Benefit and Dental Plan**

During the term of this agreement, eligible full-time employees are covered under PERS group health benefit chosen by the employee, and the dental plan chosen by the employer. The Law Library pays the full premiums. Dependents of full-time employees may be covered under a PERS group health benefit plan and the dental plan as referenced in the Employee Handbook. The Law Library pays one half of the premiums and the employee pays the remaining portion of the premium.

**Section 2. Retiree Dental Benefits**

Employees hired as of July 1, 2008, will not be eligible for retiree dental benefits.

**Section 3. Vision Care**

During the term of this agreement, the Law Library will provide eligible full time employees with vision care. The Law Library pays the full premium. Dependents of full time employees may be covered under the vision care plan. The Law Library pays one half of the premium and the employee pays the other half of the premium.

**Section 4. Short-Term Disability**

During the term of this agreement, so long as the short-term disability is in effect, the Law Library will provide eligible full time employees with short-term disability insurance. The Law Library pays the full premium.

**Section 5. Life Insurance**

During the term of this agreement, eligible full time employees are covered under life insurance. The Law Library pays the full premium. Eligible employees shall have the option of purchasing additional life insurance at their own expense.

**Section 6. Branch Assistants**

During the term of this agreement, the Law Library will pay on half of the single premium for PERS Group Medical Health Benefits.

**ARTICLE 34****PARKING**

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The Law Library will continue to make reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

**Section 1. Position Classification Study**

For the purpose of this Article, a classification study is a study by the Law Library Director or his/her designee of the duties and responsibilities assigned to an employee in order to determine whether the employee is appropriately classified.

Employees may submit requests for a Position Classification Study no more than one time in a two year period and not in the same year the Law Library conducts its classification studies.

**Section 2. Procedures**

A request for a classification study may be submitted by an employee who believes his/her position is misclassified. Such request must be submitted in writing to the employee's immediate supervisor or manager. If the employee's immediate supervisor or manager cannot support the employee's request for a classification study, it will be returned within (30) calendar days with a written explanation to the requesting employee. If the employee still believes the request is justified, he/she may submit the request, along with a written explanation, to the Law Library Director or designee. Upon receipt of such request, the Director or his/her designee shall review the request. A classification study will be scheduled if the Director or designee deems one is necessary and appropriate.

**Section 3. Acknowledgement and Progress Reports**

Management agrees to acknowledge within a reasonable time the acceptance or rejection of employee initiated classification study requests. Upon acceptance of the classification study request, management will inform the employee of the estimated completion date of the study. If no follow-up action has been taken within ninety (90) days from the date of the study request, the Director or his/her designee shall provide a progress report to the employees and the Union upon request. The results of the study shall be provided to the employee together with the Director or designee's recommendation regarding implementation or rejection of those results to the Library's Board of Trustees. The decision of the Board of Trustees shall be final.

**Section 4.**

Management agrees to notify the Union, and to consult upon request regarding new classifications whose primary duties are derived from Local 721 represented classifications. Further, subject to the approval of said new classifications by the Law Library, upon accretion of the new classification into the bargaining unit, and upon request of Local 721, the parties agree to negotiate and recommend proposed salaries for approval and implementation to the Library Board of Trustees. The decision of the Board shall be final.

**ARTICLE 36****ADDITIONAL WORK LOAD (part-time unit only)**

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Management will make a reasonable effort to distribute all additional work load in a manner that is not arbitrary or capricious among all part time employees. Additional hour assignments will be based on the needs of the Department. Seniority will prevail when skills are equal.

The current 38.75 hour week shall be converted to a forty (40) hour workweek for all full time staff, with an increase in wages to compensate for the extra fifteen (15) minutes of work.

At the discretion of the Law Library, employees in each division shall be offered the option of participating in a flex-time schedule. Flex Time scheduling can be one of two options:

1. The first option is called a 9/80 schedule. This requires that participating employees work four (4) days for nine (9) hours each day in each workweek. In alternating weeks, the fifth (5th) day will either be an eight (8) hour day or a full day off.
  
2. The second option is called a 4/10 schedule. This requires that participating employees work four (4) days for ten (10) hours each day in each workweek. The fifth (5th) day will be a full day off.

**ARTICLE 38    INTRODUCTORY TRAINING/PROMOTION/RECLASSIFICATION**

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**Section 1. Introductory Training/Promotion/Reclassification**

- A. All new employees shall serve an introductory training period commencing with their first day of employment and ending with the satisfactory completion of six (6) months of regularly scheduled work.
  
- B. The Library may terminate employees serving an introductory training period at any time, without cause, at the sole discretion of the Library.
  
- C. Employees promoted or reclassified shall serve a probationary period commencing with the first day of assuming the new position and ending with the satisfactory completion of six (6) months of regularly scheduled work.
  
- D. If the promoted employee does not pass his or her probation, the employee may return to his or her previous position.

## Letter of Agreement A

### Performance Evaluation/Merit

It is the Employer's intent to assist its employees in reaching the highest level of accomplishment within their job classification/assignment. In order to accomplish that effort, the Union will meet with the Employer and review the intended process and assist in its development.

Below are the underlying principles which will be used in the development of the intended process and assist in its development.

- Transparent
- Measurable
- The Library is committed to rewarding employees through merit pay. Employees are not automatically entitled to merit pay and should not have an expectation that any merit pay will be received. However, an employee who receives an overall performance evaluation of "Meets Expectations", will typically receive a merit pay of no less than 1%.
- Goals are clear, in writing and attainable and consistent with the employee's job description.
- Rating is substantiated by comment/s which is/are concrete and specific.
- Formal feed-back by supervision will be given in April and August to assist the employee to reach the best level of accomplishment and thereby receive the highest possible merit increase.
- The purpose of an annual review is to permit the supervisor and the employee to engage in mutually respectful dialogue conducted in a professional manner.

## **Letter of Agreement B**

### **FACILITIES "END OF YEAR" CLOSURE – 2008**

All full and part time employees will be paid for the period that the Law Library facilities are closed during the "End of Year" closure from December 24, 2008 through January 1, 2009. Employees who are not regularly scheduled to work during this period are not entitled to any extra pay or additional time off.

The parties agree to meet with the Union Bargaining team and its negotiator to discuss the continued application of the above benefit in future years at the request of either party.

The parties agree to meet and confer in good faith regarding the continued application of the above benefit.

**MEMORANDUM OF UNDERSTANDING**

**2008-2011**

**THE LOS ANGELES COUNTY LAW LIBRARY**

**And**


**THE LOS ANGELES COUNTY EMPLOYEES ASSOCIATION,**

**SEIU, LOCAL 721**

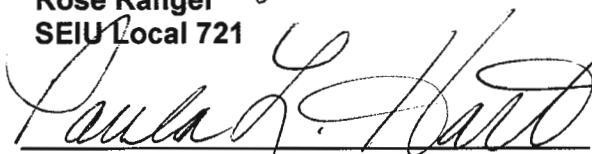
**For The**

**FULL TIME and PART TIME EMPLOYEES UNIT**

**Los Angeles County Employees  
Association**



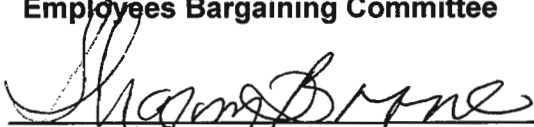
**Rose Rangel  
SEIU Local 721**



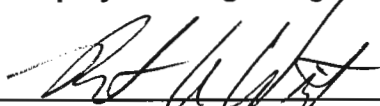
**Paula L. Hart  
Employees Bargaining Committee**



**Christopher Thomas  
Employees Bargaining Committee**



**Sharon Boone  
Employees Bargaining Committee**

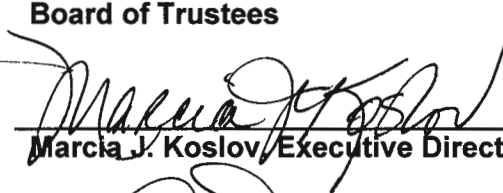


**Robert Wright  
Employees Bargaining Committee**

**Los Angeles County Law Library**



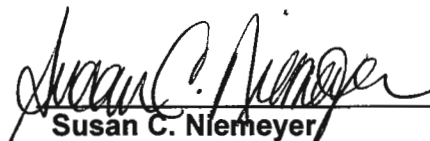
**Susan Steinhauser, President  
Board of Trustees**



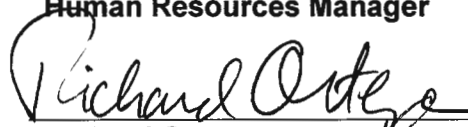
**Marcia J. Koslov, Executive Director**



**Michael C. Blacher, Attorney**



**Susan C. Niemeyer  
Human Resources Manager**



**Richard Ortega  
Director, Business Services**