

**SEIU Local 721**  
**Riverside County Law Library**  
**Memorandum of Understanding**

**July 1, 2015,**  
**through**  
**June 30, 2018**





MEMORANDUM OF UNDERSTANDING

2015 – 2018

RIVERSIDE COUNTY LAW LIBRARY

AND

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721



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2015 Bargaining Team

ARTICLE 1  
TERM

Section 1. Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Riverside County Law Library, (hereinafter referred to as "Library") and the Service Employees International Union, Local 721, (hereinafter referred to as "SEIU") as the Exclusive Employee Organization for all persons employed by the Library, excluding management.

This MOU is in effect from July 1, 2015, to 12:00 a.m. (midnight) of June 30, 2018.

All provisions of this MOU shall remain in full force and effect until a new successor MOU has been agreed upon between the parties.

Section 2. Successor Agreement

In the event either party desires to negotiate a successor MOU, the party shall serve on the other party, during the period of one hundred and fifty (150) calendar days to one hundred and twenty (120) calendar days prior to the expiration of the current MOU, its written request to commence negotiations for such successor MOU.

Negotiations shall begin within thirty (30) days after receipt of the request unless otherwise agreed to by the parties.

Sections of this MOU not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2  
FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the bargaining unit. Where Management finds it necessary to make such changes, it shall notify SEIU indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the bargaining unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where SEIU requests to negotiate

with the Library, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the bargaining unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify SEIU of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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

- C. Except as specifically provided herein, it is agreed and understood that each party 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 or with respect to any other matters within the scope of negotiations during the term of the MOU.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the Library's Board of Trustees.
- E. The Library retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which Library operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its offices and boards, and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service.

The Library agrees that it will not exercise the foregoing management rights in an arbitrary or capricious manner.

### ARTICLE 3 WORKWEEK AND OVERTIME

#### Section 1. Workweek

The normal full time work period shall be forty (40) hours per week, or eighty (80) hours in a two (2) week period. Work weeks will comply with the Fair Labor Standards Act (FLSA). Employees shall be given written notice of no less than one (1) pay period before assigned work schedules are changed, unless mutually and voluntarily agreed to otherwise by the employee.

## Section 2. Overtime

- A. Overtime. The Library shall pay overtime at one and one-half (1½) times the FLSA regular rate of pay for all hours approved, and actually worked, over forty (40) hours in a work week.
- B. Authorization for Overtime Work. Performance of overtime work may be authorized by the Director, the Board, or a management/supervisory designee. It is the policy of the Board that overtime work is discouraged, and should be limited to emergencies and the performance of urgent functions.

There shall be no favoritism in the assignment of overtime work.

- C. Minimum Overtime on Call-Back. An employee that is called back to work shall receive minimum credit for one (1) hour's work. If an employee should complete the work required, and subsequently be recalled during the minimum credit period, no additional compensation shall be paid for until the minimum time has been worked by the employee.

## ARTICLE 4 PAY PRACTICES

### Section 1. Merit Pay Program

Pursuant to the 2014-2015 MOU, the Library established a Merit Pay Program to provide an opportunity for salary increases based upon individual job performance and budget considerations.

- A. Eligibility. Eligibility is based on merit which has been documented by a performance evaluation that is satisfactory or better. The merit pay program is intended to reward employees who excel in their positions and/or duty assignments as demonstrated through the performance evaluation process. Employees can expect to progress by demonstrating they are fully competent in all phases of assigned work processes and can work independently.
- B. Date of Eligibility. The employee's anniversary date shall be used to determine the date of eligibility.
- C. Salary Advancement. Advancement shall not be automatic. An evaluation of the incumbent's skill and performance level must be completed and approved by management.

A qualified, experienced, and conscientious employee may expect to advance following the completion of any required probationary period by providing satisfactory service.

- D. Salary Steps. Salary steps within approved salary ranges shall be no less than one percent (1%) higher than the previous salary step.

Employees who receive a meets standards, or above, rating on their performance evaluation shall be eligible for a merit pay advance as follows:

- a. Meets Standards: 1 salary step (1%)
- b. Exceeds Standards: 1 to 3 salary steps (1 - 3%)
- c. Outstanding: 3 to 5 salary steps (3 - 5%)

- E. Advancement Procedure. The following provisions shall govern the normal advancement procedures on a salary range:

1. Consideration of Eligibility by Director. No later than thirty (30) days prior to an employee's eligibility date for consideration, the Director or designee shall complete a performance evaluation on the employee.

After reviewing the employee's performance evaluation with the employee, the Director or designee shall subsequently advise the employee in writing, prior to the employee's anniversary date, whether or not the Director approves a merit pay advancement and the amount of the increase. If the Director approves a salary increase, such advancement shall commence on the employee's anniversary date.

2. Failure to Consider Employee's Eligibility. Should an employee be overlooked through error, and upon discovery of the error the employee is recommended for a merit salary increase, the Director shall authorize retroactive payment of the employee from the date the merit increase was originally due.

## Section 2. New Employees

- A. Except as otherwise provided by this MOU, a new employee shall be appointed at the lowest rate on the salary range for their classification.
- B. The Library may appoint a new employee in a specified class to a higher rate within the salary range if the employee has:
  - (1) qualifications substantially greater than the minimum for the class; and
  - (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced rate proposed.

### Section 3. Promotion

On promotion, the employee shall be compensated at a rate no less than five percent (5%) higher than their previous rate of compensation.

The effective date of all promotions shall coincide with the first working day of a pay period.

### Section 4. Demotion

On demotion, the salary rate shall be reduced no greater than five percent (5%) less than the employee's previous rate. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.

## ARTICLE 5 GENERAL PERSONNEL PROVISIONS

### Section 1. Probation

- A. Initial Probationary Status. Each employee shall be in an initial probationary status from the effective date of his/her initial employment in a regular position in a paid status until the required initial probationary period, and any extension, is completed without separation from employment with the Library.

A regular employee who has not completed the initial probationary period serves at the pleasure of the Library and may be released from employment without cause or prior notice. Such an employee is not entitled to the review procedure provided for in the Library's Personnel Manual.

- B. Length of Initial Probation. The length of the initial probationary period is one thousand and forty (1040) hours in a paid status, not including overtime, for all positions.

- C. Probation of Regular Employees Following Promotion. During the first five hundred and twenty (520) hours of service in a paid status, excluding overtime, following a promotion, a regular employee who held regular status at the time of the promotion shall, upon the request of Management, be returned to a position in their previously held classification.

If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion.

Section 2. Anniversary Dates

The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of one thousand and forty (1040) hours in a paid status, not including overtime, in the position.

The first anniversary date as a result of a promotion or reclassification, which involved a salary increase, shall be the first day of the pay period following the completion of five hundred and twenty (520) hours in a paid status, not including overtime, in the position.

The second anniversary date shall be the first day of the pay period following the completion of an additional two thousand and eighty (2080) hours in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

ARTICLE 6  
ANNUAL LEAVE

Section 1. Accruals

A. Employees shall accrue hours into an Annual Leave Bank (ALB) in lieu of vacation and sick leave accruals.

B. Full Time Employees. The rate of accrual for full time employees shall be based on the number of continuous years of service in a paid status.

(1) ALB accruals for Professional employees are as follows:

Years 0 - < 3:	8.92 hours per pay period	(28 days per year)
Years 3 - < 10:	10.46 hours per pay period	(34 days per year)
Years 10+:	12.00 hours per pay period	(39 days per year)

(2) ALB accruals for Para-Professional employees are as follows:

Years 0 - <3:	7.08 hours per pay period	(23 days per year)
Years 3 - <10:	8.62 hours per pay period	(28 days per year)
Years 10+:	10.16 hours per pay period	(33 days per year)

C. Part Time Employees. The rate of accrual for part time employees shall be based upon their regular weekly work schedules.

Part time employees who are in a paid status for more or less than their designated weekly hour status for a fiscal year quarter shall be re-characterized

at the end of that quarter based on their actual pattern of work and hours in a paid status during that quarter.

(1) Part Time Employees Scheduled to Work 20 Hours or More per Week:

A part time employee regularly scheduled to work twenty (20) hours or more per week shall accrue ALB hours on a proportional basis as follows:

- (i) Employees in a paid status for twenty (20) to twenty-nine (29) hours per week shall accrue fifty percent (50%) of the applicable hours.
- (ii) Employees in a paid status for thirty (30) to thirty-four (34) hours per week shall accrue seventy-five percent (75%) of the applicable hours.
- (iii) Employees in a paid status for thirty-five (35) to thirty-nine (39) hours per week shall accrue one hundred percent (100%) of the applicable hours.

(2) Part Time Employees Scheduled to Work Less Than 20 Hours per Week:

Effective July 1, 2015, part time employees working less than twenty (20) hours per week are eligible for twenty-four (24) hours of sick leave per year.

On July 1<sup>st</sup> of each year, this sick leave balance will reset to twenty-four (24) hours.

New employees are eligible to use these sick leave hours only after completing ninety (90) calendar days of employment with the Library.

Sick leave may be used for any reason listed in Section 2 of this article, excluding:

- 1. Personal use of the employee, such as vacation.

When electing to use paid sick leave, the employee must use a minimum increment of two (2) hours.

Employees who are rehired within one (1) year from the date of separation shall have any unused sick leave balance reinstated for that calendar year.

D. Maximum Accruals.

- (1) All employees regularly scheduled to work twenty (20) hours or more each week are eligible to accrue up to a maximum of four hundred and eighty (480) hours.

- (2) Part time employees regularly scheduled to work less than twenty (20) hours each week are not eligible to accrue ALB hours. Any unused sick leave hours will be forfeited on June 30<sup>th</sup> of each year and will not roll over to the next calendar year.

Section 2. Reason for Usage. Use of accrued ALB shall be allowed for the purpose of any of the following:

1. Personal use of the employee, such as vacation.
2. Personal injury or illness of the employee
3. Injury or illness of a family member
4. Preventative medical, vision, or dental care for the employee or a family member
5. As reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery there from, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work.
6. Employee is victim of domestic violence, sexual assault, or stalking
7. Any other condition as allowed by law

Section 3. Definition of Family Members.

A family member, for the purpose of this article, is defined as a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in *loco parentis*) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, and a sibling.

Section 4. Reporting Requirements.

An employee reporting off work for injury, illness, or any other sick leave use, shall call their immediate supervisor, and make direct voice contact, within one (1) hour before the employee's scheduled starting time.

In the event the employee's immediate supervisor is unavailable, the employee shall call the Library Director and make direct voice contact.

If the Director is unavailable, the employee shall call the Riverside branch front desk and leave a phone message for their immediate supervisor and the Director. The employee must leave a contact phone number for the supervisor or Director to return their call, make direct voice contact, and authorize the employee's absence.

#### Section 5. Medical Certification Program

When in the judgment of management, good cause exists for believing an employee may be abusing annual leave for the purpose of sick leave, the employee shall first be placed on notice in writing.

If within sixty (60) days of being put on such written notice, the Library has good reason to believe the employee is continuing to abuse annual leave for the purpose of sick leave, the employee may be placed on a medical certification program.

An employee placed on a medical certification program shall only be allowed paid annual leave, for the purpose of sick leave, by producing a medical certificate signed by a physician, dentist, or other legally authorized health care provider. Such certificate must include a written statement stating the date(s) of the illness/injury and that the illness/injury prevents the employee from being able to work.

Employees on a medical certification program shall have their annual leave usage for the purpose of sick leave reviewed every six (6) months. If the review shows substantial improvement they shall be removed from the category of having to provide the medical certificate for each absence.

Section 6. Payout of Annual Leave. Upon separation from service, retirement, disability retirement, or death of an employee regularly scheduled to work twenty (20) hours or more each week, all accumulated hours of ALB shall be paid out at the rate of one hundred percent (100%) of the employee's current salary.

Payments resulting from death shall be made to the person(s) entitled to receive any death benefits, otherwise, in accordance with the Probate Code.

### ARTICLE 7 OTHER LEAVE PROVISIONS

#### Section 1. Bereavement Leave

The Library agrees to allow regular full time employees up to five (5) working days of leave, three (3) of which will be paid as bereavement leave and the additional two (2) days to be deducted from the employees' ALB.

Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's spouse, child, father, mother, brother, sister, registered domestic

partner, child of a registered domestic partner, grandparent, grandchild, or step-relatives or in-laws of the same categories.

The Library has the right to require proper documentation in support of the requested leave.

Under extenuating circumstances, and with the prior approval of the Library, employees shall be permitted to take up to five (5) additional regularly scheduled working days of leave, provided the employee has sufficient ALB hours accumulated to cover the absence.

## Section 2. Fitness for Duty

In the event the Library believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a period of absence, the Library may require an attending health care provider's certification of the employee's serious health condition.

A physician's certificate, stating that the employee is able to return to work without impairing the health or safety of the public, the employee's health or safety, or the health or safety of the other employees in the Library, is sufficient to show an employee's fitness for duty.

In the event the Library has concerns about the primary physician's findings, the Library may require a second opinion by an alternate health care provider. The cost of this second opinion shall be paid by the Library.

In no event shall an employee return to work after pregnancy, or other extended medical leave of absence, prior to a date to be fixed by his/her physician in a signed statement that he/she is physically able to perform the duties of his/her position.

## Section 3. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act.

## Section 4. Jury Duty and Court Appearances

A full time employee, or a part time employee regularly scheduled to work twenty (20) hours or more per week, who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the Law Library Trust Fund.

A temporary employee, or a part time employee regularly scheduled to work less than twenty (20) hours per week, shall be entitled to retain his/her jury fees, since he/she may not be paid as an employee for time not actually worked as such employee.

Any employee called as a witness arising out of and in the course of his/her employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the Law Library Trust Fund.

An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

## ARTICLE 8 HOLIDAYS

### Section 1. Paid Holidays

New Year's Day  
Martin Luther King, Jr.  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving  
December 24 and 31 when they fall on Monday  
Christmas Day  
December 26 and January 2, when they fall on a Friday

The Friday preceding January 1, February 12, July 4, November 11 or December 25, in lieu of that date when such date falls on Saturday; the Monday following in lieu of that date when such date falls on a Sunday.

### Section 2. Qualifying Factors

- A. Only employees in a paid status of twenty (20) hours or more per week shall be eligible for paid holidays.
- B. A new employee whose first working day is the day after a paid holiday shall not be paid for the holiday.
- C. An employee who is separating from service for reasons other than retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.

- D. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

ARTICLE 9  
BENEFIT PROGRAMS

Section 1. Medical Health Insurance (Professional Employees)

The Library will continue to pay one hundred percent (100%) of the cost of medical health insurance, up to a family HMO plan, selected by the employee from the health plans offered by the County of Riverside. No cash back will be made on any remaining monies.

Section 2. Medical Health Insurance Contributions (Para-Professional Employees)

A. Contribution Amounts (Full Time Employees).

The Library will continue to contribute six hundred and eighty-five dollars (\$685.00) per month toward the cost of medical health insurance, provided the employee is enrolled in one of the Library's health plans.

B. Contribution Amounts (Part Time Employees).

The Library will make contributions toward the costs of medical health insurance, provided the employee is enrolled in one of the Library's health plans, on a pro-rated basis (from the monthly amount set forth for full time employees in Section 2(A) above) as follows

1. Employees regularly scheduled to work for less than twenty (20) hours per week shall not receive any (0%) of the contribution.
2. Employees regularly scheduled to work for twenty (20) to twenty-nine (29) hours per week shall receive fifty percent (50%) of the contribution.
3. Employees regularly scheduled to work for thirty (30) to thirty-four (34) hours per week shall receive seventy-five percent (75%) of the contribution.
4. Employees regularly scheduled to work for thirty-five (35) hours or more per week shall receive one-hundred percent (100%) of the contribution.

Part time employees who are regularly scheduled to work for more or less than their designated weekly hours for a fiscal year quarter will be re-characterized at the end of that quarter based on their actual work pattern during that quarter.

- C. Cash Back. If any monies remain after such medical health insurance deductions, said monies may continue to be taken in cash back.

### Section 3. Vision Insurance

The Library will continue to pay one hundred percent (100%) of the cost to provide full coverage vision insurance for full time employees only.

Full time employees may opt to purchase vision insurance for eligible family members at their own expense.

Part time employees may opt to purchase vision insurance, for themselves and their eligible family members, at their own cost.

### Section 4. Dental Insurance

The Library will continue to pay one hundred percent (100%) of the cost to provide full coverage dental insurance for full time employees only.

Full time employees may opt to purchase dental insurance for eligible family members at their own cost.

Part time employees may opt to purchase dental insurance, for themselves and their eligible family members, at their own cost.

### Section 5. Life Insurance

The Library will continue to provide full time regular employees with a life insurance policy equal to their annual salary amount, up to fifty thousand dollars (\$50,000).

## ARTICLE 10 RETIREMENT

### Section 1. California Public Employee's Retirement System (CalPERS)

- A. "Classic" Members. For "classic" members of CalPERS, as defined by law, hired prior to January 1, 2013, the Library will continue to pay one hundred percent (100%) of the employer's member contribution (EPMC). Such members will retain a retirement formula of 2%@55 based upon the single highest year's rate of compensation.
- B. "New" Members. For "new" members of CalPERS, as defined by law, hired on or after January 1, 2013, will participate in normal cost sharing as required by the Public Employee's Pension Reform Act of 2013 (PEPRA). Such members will receive a retirement formula of 2%@62 based upon a three (3) year average of final compensation.

### Section 2. Retiree Medical Benefit

The Library will continue to contribute fifty dollars (\$50.00) per month towards the cost of health insurance upon retirement.

ARTICLE 11  
COMPENSATION

The following salary ranges, with defined salary steps of one percent (1%) each, were established on July 1, 2014:

Librarian I	\$17.00 – \$31.50
Librarian II	\$22.12 – \$32.93
Librarian III	\$23.08 – \$38.72
Library Assistant	\$10.00 – \$23.30
Administrative Assistant	\$15.00 – \$23.01

In lieu of conducting a Classification and Compensation Study, the Library will continue to use the most current biennial American Association of Law Libraries (AALL) Salary Survey for State, Court, and County Law Libraries as the basis for establishing salary ranges.

No salary range shall be reduced during the term of this MOU.

ARTICLE 12  
SEPARABILITY

It is understood and agreed that this MOU is subject to all present and future applicable Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE 13  
SECURITY CLAUSE

Any employee, who has authorized union dues deductions on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deductions made by the Library during the term of this MOU.

Employees may opt to terminate such union dues deductions during the period of not less than thirty (30) days and not more than ninety (90) days before the expiration of this MOU, by notifying SEIU, in writing, of their termination of authorization for union dues deductions. Such notification shall be delivered in person, or by U.S.P.S. mail, and should be in the form of a letter, signed and dated by the individual employee, containing the following information: employee name, employee identification number, job classification, employer's name, and a statement of request to cancel union dues deductions for SEIU.

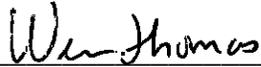
2015 BARGAINING TEAM

**FOR SEIU LOCAL 721**

**FOR THE LIBRARY**

Date 12/08/2015

Date 12/08/2015



\_\_\_\_\_  
Wendy Thomas  
Chief Negotiator



\_\_\_\_\_  
Victoria Williamson  
Chief Negotiator

# Riverside County Law Library

July 1, 2015, through June 30, 2018



**SEIU Local 721**

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**Questions? Call the Member Connection (877) 721-4YOU**

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