

Service Employees' International Union Local 1021 and Sonoma County Library
2024 Successor Agreement Negotiations

Union Stewards

Union Proposal (November 1, 2024)

4.7 Union Stewards

4.7.1 Designation of Union Stewards

The Union may designate ~~up to 14~~ Union Stewards within the entire Library system to represent bargaining unit employees. Designation of the ~~14~~ Union Stewards shall be at the sole discretion of the Union. The Union will notify the Human Resources Department of any change to the list of Union Stewards

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Service Employees' International Union Local 1021 and Sonoma County Library
2024 Successor Agreement Negotiations

Release Time

Union Counter Proposal (December 6, 2024)

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4.8.1 Release Time

Release time is time during the employee's regular work schedule during which the employee is released from job duties to attend to Library-Union business or Union business. Release time for employees shall be provided as specified in this MOU and as required by law. The time demands on any one employee shall be within reasonable limits and shall be subject to pre-approval by the employee's supervisor. The Union's request for release time shall not be made nor denied capriciously or arbitrarily.

4.8.1.1 The Union shall request release time seven (7) calendar days in advance of the release date, except by mutual agreement. The Union shall make every effort to notify the Library as soon as possible and consider departmental operations when designating employees for release time in these situations. The Union shall specify in the request whether the time to be used will be considered as Library- Union business time or Union business time, and the employee shall designate note which category of time is to be used on their timesheets.

4.8.3 Union Business Release Time

4.8.3.1 The Union shall be granted a total of 80 hours of paid release time each fiscal year to attend to union business related to the Library. ~~The following list of activities shall be considered Union business release time and shall be charged to the Union's bank of hours~~

~~4.8.1.1.1 Steward trainings~~

~~4.8.1.1.2 Union-sponsored classes and seminars~~

~~4.8.1.1.3 Chapter elections~~

**Sonoma County Library – SEIU Local 1021
2024 MOU Negotiations**

Proposal: Library Proposal Section 7.3 – Extra Help Work
Passed: January 17, 2025

7.3 Extra-Help Work

7.3.1 Use of Extra-Help

Extra-help employees are hired to provide coverage for absences of full-time and part-time employees, vacancies and/or to provide extra-help for temporary increases in workload. ~~The Library will not use extra-help on a permanent basis to staff programs and services.~~

7.3.2 Compensation

Upon initial employment, all extra-help employees are compensated at Step 1 of the salary schedule for the job classification worked. An extra-help employee shall receive a step increase to Step 2 on completion of 2,080 hours in paid status. Upon completion of an additional 2,080 hours in paid status, an extra-help employee shall receive a step increase to Step 3. Extra-help employees are subject to any other change in rate of pay applicable to regular employees.

7.3.2.1 Effective with the first full pay period following approval of the MOU by the Library Commission, current extra-help employees shall receive the appropriate step increases required by Article 7.3.2.

7.3.3 Maximum Hours per Fiscal Year

The total number of hours ~~worked by in paid status by~~ an extra-help employee shall not exceed 960 hours per fiscal year.

7.3.4 No Guarantee of Hours or Continued Employment

Extra-help employees do not have any guarantee of hours or continued employment. The Library has the right to add or remove extra-help employees from extra-help replacement software upon notice to the affected individual, not subject to the Disciplinary Procedure or Grievance Procedure as described in this MOU. Removal from extra-help replacement software will not preclude reapplication.

7.3.5 Holiday Compensation

Extra-help employees shall be eligible to receive holiday compensation for recognized holidays occurring during any calendar month in which the employee would otherwise have worked 160 hours.

~~7.3.6 Incorrect Assignments~~

~~If an employee arrives at an extra help assignment and is informed by the person in charge that they have been incorrectly assigned, both parties should jointly determine the source of the error.~~

~~7.3.6.1 If the incorrect extra help assignment is the Library's error, the employee has the following options:~~

- ~~a) Work the extra help assignment, or~~
- ~~b) Be re-assigned to another extra help assignment, or~~
- ~~c) Decline to work another extra help assignment and not receive compensation.~~

~~7.3.6.2 If the incorrect extra help assignment is the employee's error, the employee has the following options:~~

- ~~a) To be re-assigned to another extra help assignment, or~~
- ~~b) a) To decline to work another extra help assignment and not receive compensation.~~

~~7.3.7~~ 7.3.6 Hours Counted if Appointed to Regular Position

If an extra-help employee is appointed to a part-time or full-time allocated budgeted position, all hours worked as an extra-help employee shall be counted to determine the employee's initial step placement on the salary schedule.

TENTATIVE AGREEMENT

FOR THE UNION



FOR THE LIBRARY



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Service Employees' International Union Local 1021 and Sonoma County Library
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Union Counter Proposal (January 17, 2025)

7.4 Overtime and Compensatory Time Off (CTO)

7.4.1 Overtime

Employees are not permitted to work overtime except as authorized in writing by the appropriate Division Manager or designee.

7.4.1.1 In cases of emergency, when the employee's appropriate Division Manager or designee is not available to authorize overtime, an employee may work the overtime, ~~without receiving prior approval; however~~ The employee must, approval should be obtained, inform the Division Manager as soon as possible after the work is performed. Otherwise, working overtime without advance approval, as described in this Article, is grounds for discipline.

7.4.1.2 Employees authorized or directed to work overtime due to emergency situations must do so.

7.4.1.3 ~~With the approval of a Division Manager, an employee may be authorized to work remotely.~~

7.4.2 Non-exempt Employees

If a non-exempt employee ~~is authorized and~~ actually works more than 40 hours in a workweek, the non-exempt employee will be compensated at the rate of one and a half hours for each hour of overtime worked payable either in cash at the employee's regular rate of pay or in CTO.

7.4.2.1 ~~Prior to the end of the pay period in which~~ Before the overtime is worked, employees shall notify their supervisor of their choice to have overtime paid out or included in CTO. When an employee fails to notify the supervisor of their selection the default shall be CTO compensation.

7.4.2.2 Only actual hours worked and holiday pay hours are counted toward the 40 hour threshold for the purposes of calculating FLSA overtime pay. For example, an employee's hours of sick leave and vacation absences during the workweek do not count

toward the 40 hour threshold.

7.4.3 **Exempt Employees**

The Library will not schedule employees to work more than 80 hours in a pay period. The Library will encourage and make every attempt to allow exempt employees to flex their time rather than actually work more than 80 hours in a pay period. Should this not be possible, exempt employees who are authorized per Article 7.4.1 and actually work more than 80 hours in a pay period will be compensated at the rate of one and a half hours for each hour of overtime worked payable either in cash at the employee's base hourly rate or in CTO.

7.4.3.1 Only actual hours worked and holiday pay hours are counted toward the 80 hour threshold. For example, an employee's hours of sick leave and vacation absences during the workweek do not count toward the 80 hour threshold.

7.4.4 **Compensatory Time Off (CTO) – Use**

The Library will grant an employee's request to use their accrued CTO provided:

- a) The employee makes the request to their supervisor with reasonable notice, and
- b) The operational needs of the department can be reasonably met given the absence.

7.4.4.1 If the employee does not provide reasonable notice, or if the Library cannot accommodate the time off, the employee may cash out the CTO requested at the end of the following pay period.

7.4.5 **Payment for Compensatory Time above 80 Hours**

Employees shall be allowed to ~~accumulate~~ **retain** no more than 80 hours of CTO. Annually during the first pay period each November, all hours earned above this maximum will be compensated in cash at the employee's regular rate of pay.

7.4.6 **Payment for Unused Compensatory Time at Separation**

Each employee who separates from the Library shall be entitled to payment

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for 100% of accrued compensatory time at the higher of the employee's

- a) Regular rate of pay at the time of their separation, or
- b) An average of their base regular hourly rate of pay during the last three (3) years of employment.

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Service Employees' International Union Local 1021 and Sonoma County Library
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Union Proposal (April 9, 2025)

7.5.2 Meal Periods – Duty-Free

- 7.5.2.1 Employees shall be required to take a duty-free, unpaid meal period for any work shift longer than six (6) hours, to be taken as close to the middle of the employee's shift as possible given operational needs. The duration of the meal period may not be less than 30 minutes, nor greater than 60 minutes. Supervisors shall schedule employees' meal periods. Different meal periods may be assigned to different departments in the Library. Duty-free meal periods shall not be considered as time worked. ~~Generally, meal periods may not be combined with breaks and may not be taken at the beginning or end of an employee's shift.~~ **Meal periods may only be combined with breaks with the pre-approval of the employee's immediate supervisor approval or designee considering operational needs. The employee's immediate supervisor shall notify the Division Manager of the approval.** ~~However, meal periods may be combined with breaks with the Division Manager's approval considering operational needs. An employee shall contact the employee's immediate supervisor to request approval to combine a meal period and breaks. The immediate supervisor will contact the Division Manager regarding the employee's request and inform the employee of the Division Manager's decision.~~

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**Sonoma County Library – SEIU Local 1021
2024 MOU Negotiations**

Proposal: Library Proposal – Section 7.6 – Standby and Callback Pay

Passed: April 30, 2025 114

7.6.1 Standby Duty

Standby duty requires that an employee, assigned by the employee's ~~Division~~ **Department** Manager or Designee, be available for prompt response to urgent Library issues, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Standby duty shall not be considered as hours worked. In no case shall an employee continue to receive standby pay once called back to work.

7.6.1.1 Employees in the Facilities Department may be assigned to standby duty to respond to emergencies on a weekly rotating schedule. ~~in the absence of management personnel~~. Facilities employees assigned to standby duty shall be compensated at ~~\$4.50~~ **\$7.00** per hour for every hour assigned to standby duty.

7.6.1.2 Employees in ~~the~~ Information Technology **Department** who are assigned standby duty on a monthly rotating schedule ~~to~~ **will** be available to monitor and address technical issues. ~~are credited~~ **Employees working twelve (12) hours of weekly on standby duty will be compensated** with six (6) hours of pay at the employee's regular rate or six (6) hours of CTO for ~~one (1)~~ **each week** of standby duty. at the employee's base hourly rate.

An IT employee who is not available for one or more days of their standby duty may trade with another IT employee, to ensure everyone is equally compensated, upon approval from a supervisor or manager. These trades will not impact the standby pay of the employee on standby duty.

7.6.2 Callback

If an employee must return to a work location to respond to a call after the employee has already left work for the day, they will be credited with a minimum of two (2) hours of overtime pay or CTO at time and one half for the time spent handling the situation, including travel time **and any mileage above their regularly scheduled commute**. ~~In other cases, the Library does not call~~

~~employees back to the work site. In emergency situations, Management personnel or commercial firms would typically be used.~~

- 7.6.2.1 Facilities employees who respond to telephone calls from or on behalf of the Library after hours, while not on standby duty, shall be compensated for the actual time worked but no less than 15 minutes.

Union Counter Proposal (January 30, 2025)

7.7 Public Service Staffing

7.7.1 Public Service Work Schedules

Regular public service staff will not be regularly scheduled to work more than five (5) days per week. It is the intent of the Library to provide regular employees with two (2) consecutive days off, twice a month. Library supervisors will work to ensure this happens. Except for emergencies, the work schedule for a public service staff member at a Library location shall not be changed without 15 ~~fifteen~~ working days' notice. The Library shall notify the Union and at the request of the Union shall meet and confer concerning the change. Such meet and confer shall begin within five (5) days of receipt of the notice.

7.7.2 Public Service Minimum Staffing

Unless otherwise approved by the employee's supervisor, there must be a minimum of two (2) employees in the building at any time worked outside of public service hours except at rural stations.

7.7.3 Absences of Regular Employees

Within established budgets, absences of regular employees may be covered using any of the following staffing resources. : according to the following priority order: ~~(list has been reordered)~~


- a) Part-time extra-help hours,
- b) Full-time extra-help hours,
- c) Extra-help employees,
- d) Regional staffing: including asking an employee to work at another location within their regular schedule or asking an employee to flex their time on a voluntary basis so that a branch can stay open.
- e) If none of the above are available to cover a shift, the Library may fill the shift by offering overtime. Offering overtime must be approved by a Division Manager or above- designee.


7.7.4 Time Required to be Worked Beyond End of Shift

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Regular public service staff who are required to stay in the building beyond the end of their shift will inform their supervisor of the overage of time and will record the time as hours worked. Employees shall be compensated for the actual time worked beyond the end of their shift in accordance with Article 7.4.2 or Article 7.4.3. Extra-help employees will record on their timesheet the actual time worked.

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Union Counter Proposal (February 19, 2025)

7.8 Work Schedules

7.8.1 Work Schedules Generally

Work schedules shall be assigned to the employee by their supervisor to meet the operational needs of the Library. Employees may request an alternative work schedule, participate in a job sharing arrangement and/or flex their time with the approval of their supervisor, Division Manager or designee, so long as the operational needs of the Library are met.

7.8.2 Alternative Work Schedules

The Library recognizes that alternative work schedules may benefit both employees and the Library. ~~Full-time~~ employees may request and the Library may approve an alternative work schedule. Requests for alternative work schedules shall be made in writing to the appropriate ~~supervisor or~~ **Department/**Division Manager.

Different types of schedules may be implemented depending upon the operational needs of each department. The Library retains the right to determine the methods, means and personnel necessary to satisfy the operational needs of each department.

~~An employee requesting an alternative work schedule shall demonstrate as part of their request that the public service and/or operational needs of their department will continue to be met, and that any impacted employees are consulted regarding the requested alternative work schedule.~~

7.8.2.1 ~~Requests meeting these criteria shall not be arbitrarily denied. Reasons for denial may include, but are not limited to, insufficient personnel and the inability to meet operational needs of the department. The Department/Division Manager may deny requests for alternative work schedules based on operational needs.~~ Denial of a specific request shall not be grievable.

7.8.2.2 Requests for alternative work schedules shall be given to the ~~supervisor or~~ **Department/**Division Manager at least three (3) weeks before the proposed schedule is to begin. The approving authority's response, in writing, shall be given to

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employees within ~~two~~ three (2 3) weeks. Alternative work schedules shall start at the beginning of a pay period and end at the end of a pay period.

7.8.2.3 An alternative work schedule may be discontinued due to:

- a) A change in personnel, or
- b) At the request of the employee, or
- c) The determination by the Library that operational needs are being adversely affected.

A discontinued alternative work schedule might not result in the employee reverting to their previous fixed work schedule.

7.8.2.4 Whenever possible, notice regarding discontinuation of an alternative work schedule shall be made in writing to the employee or supervisor a minimum of ~~two~~ three (2 3) weeks before the alternative work schedule is to be discontinued.

7.8.2.5 An alternative work schedule does not entitle an employee to additional compensation above their previous fixed work schedule.

7.8.2.6 When there is a holiday, see Article 11.4 for the following schedule **scheduling** options are available to part-time employees and employees on an approved alternative work schedule. ~~The employee and supervisor shall discuss the options prior to the holiday and reach mutual agreement on which option will be used, according to the following priority order:~~

- ~~a) Flex the employee's time for the week or pay period in which the holiday falls to ensure the employee receives the entitled number of paid holiday hours and works the remaining number of hours.~~
- ~~b) Use paid vacation or CTO for any regularly scheduled hours in excess of the entitled paid holiday hours.~~
- ~~c) Earn CTO for the number of hours the employee would have normally been entitled to as paid holiday hours if the holiday falls on a regularly scheduled day off.~~

7.8.3 Flex Time

An employee may request a deviation from their regular work schedule in order to accommodate personal needs or operational needs. Approval of employee requests shall be at the discretion of the employee's supervisor or Division Manager. On occasion, the Library may request an employee flex their time; however, agreement to do so shall be voluntary.

7.8.4 Job Sharing

7.8.4.1 The Library recognizes that job sharing arrangements may be of benefit to both the employee and the Library. Full-time ~~Employees~~ may request, and the Library may approve, a job sharing arrangement so long as the operational needs of the Library are met. The Library may review the effectiveness of a job sharing arrangement as the Library deems necessary. Job sharing arrangements are not intended to be permanent.

7.8.4.2 A job sharing arrangement may only be made between employees within the ~~same location and~~ same classification **and with the same Division Manager**, not limited to the same salary step.

A job sharing arrangement may not increase or decrease the total combined FTE of the position(s) being considered.

7.8.4.3 Requests for job sharing arrangements shall be made in writing to the ~~supervisor or~~ Department/Division Manager at least ~~four~~ three (3) weeks before the proposed schedule is to begin. ~~Employees requesting job sharing arrangements will demonstrate as part of their request that the public service and/or operational needs of the department will continue to be met. The supervisor or Division Manager will consult all affected employees in the department regarding the requested job sharing arrangement.~~ The ~~supervisor or~~ Department/Division Manager shall respond in writing to the employees requesting a job sharing arrangement within ~~two~~ three (3) weeks after receiving the proposal.

7.8.4.4 Requests meeting the criteria above shall not be arbitrarily denied. Reasons for denial may include, but are not limited to, staff safety and/or operational needs. Denial of a specific request will not be grievable.

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- 7.8.4.5 Job sharing arrangements are at the sole discretion of the Library and may be discontinued by the Library at any time with a written notice to the employee(s) of at least ~~four~~ three (4 3) weeks. The notice shall contain the operational reasons for the discontinuation. Employees will have an opportunity to respond verbally or in writing to their manager within five (5) calendar days of the notice. A discontinued job sharing arrangement might not result in all affected employees reverting to their previous fixed work schedules.
- 7.8.4.6 Job sharing arrangements may be discontinued by one or more of the employees at any time with written notice of at least ~~four~~ three (4 3) weeks to the Library. In the event the job share is discontinued by one or more of the employees, the original incumbent in the position will have first option to assume the full FTE.
- 7.8.4.7 Any vacancy occurring in a job sharing arrangement shall result in the arrangement being discontinued. If one employee from the original job sharing arrangement remains, that employee shall have first option to assume the vacated FTE or propose an alternative job sharing arrangement with the supervisor's approval. The Library shall have the discretion to approve or deny a new job sharing arrangement.
- 7.8.4.8 Employees in a job sharing arrangement are entitled to prorated benefits including vacation and sick leave accruals, in accordance with this MOU. Employees whose job sharing arrangement results in their working less than 20 hours per week are entitled to prorated vacation and sick leave accrual, but are not entitled to health care, vision and dental benefits.

**Sonoma County Library – SEIU Local 1021
2024 MOU Negotiations**

Proposal: Library Package Proposal Summary

Passed: June 13, 2025

This proposal represents the full economic authority from the Commission. Unless otherwise stated in this proposal, all changes will be effective upon ratification of a full Agreement. This proposal differs from the Library previous proposals in the following ways: (1) retroactive salary schedule increase; (2) the Library agrees to withdraw its proposal regarding part-time employee benefits.

I. Term (Article 2)

3 Years, expiring January 1, 2028

II. Definitions (Article 3)

The parties agree to update the definitions at the conclusion of negotiations and prior to the completion of a final MOU for signatures. Union to provide proposed definitions no later than June 20, 2025.

III. Salaries (Article 8)

2025 Salary Schedule Increase

Effective the first full pay period after ratification of this Agreement, base salary schedules for bargaining unit job classifications shall be increased by 3%¹.

2026 Salary Schedule Increase

Effective the first full pay period in January 2026, base salary schedules for bargaining unit job classifications shall be increased by 3%.

2027 Salary Schedule Increase

Effective the first full pay period in January 2027, base salary schedules for bargaining unit job classifications shall be increased by 3%.

¹ The Library agrees to make this salary increase retroactive the first full pay period in January 2025 if the parties reach tentative agreement on III. Salaries, IV. Market Adjustments, V Living Wage, VI Wellness Benefit, and VII Deferred Compensation Matching Funds as set forth in this proposal no later than June 20, 2025.

IV. Market Adjustments (Article 8.1.5)

In addition to the increases above, effective the first full pay period after ratification of this Agreement, the following classifications will receive market adjustments to move them to the corresponding grade as set forth below.

	Current	Proposed
Account Clerk	Range 12	Range 15
Senior Account Clerk	Range 18	Range 19
Accounting Coordinator	Range 21	Range 23
Graphics Art Specialist	Range 23	Range 26
Marketing Specialist	Range 23	Range 26
Payroll Technician	Range 27	Range 28
Information Technology Technician I	Range 27	Range 30
Information Technology Technician II	Range 33	Range 34
Senior Information Technology Technician	Range 38	Range 39

V. Living Wage (Article 8.1.6)

The classification of Shelver will receive an adjustment to \$20.00 per hour effective the first full pay period following ratification of this Agreement. Thereafter, the Shelver will receive Salary Adjustments as set forth in Section 8.1.

VI. Wellness Benefit (Article 9.3.2) – Accept

VII. Deferred Compensation (Article 9.3.2.1) – Accept

VIII. Miscellaneous The Library agrees to withdrawal of the following proposals

1. 10.5 Part-time employee benefits
2. 14.11 Side Letters
3. New sections: Service Awards and Floaters
4. 9.4.2 - Mileage Reimbursement
5. 13.2.1 - FMLA

IX. Parking Reimbursement (Article 9.5) – Accept Union's April 9, 2025 Proposal related to Article 9.5.

X. Bilingual Pay Side Letter. Incorporate into Article 8.3.2.

XI. Holidays (Article 11) – The parties agree that employees will not be permitted to work their regularly scheduled shift when a branch is closed due to an "observed holiday." Instead, the parties agree to modify Article 11.4.1 to allow a full-time employee to bank "Deferred Holiday" when an observed holiday falls on a full-time employee's regularly scheduled work day. The parties agree to maintain the status quo with respect to 11.4.2.

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Signature: Ian B. Sangster

Ian Sangster
For The Library

Email: isangster@kmtg.com

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Signature: Michael Vitoria

Michael Vitoria (Jun 13, 2025 17:03 PDT)

Michael Vitoria
For the Union

Email: michael.vitoria@seiu1021.org

Service Employees' International Union Local 1021 and Sonoma County Library
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Union Counter Proposal (February 19, 2025)

9.2.2 Building Mechanics and Delivery Drivers

Each regular employee in the job classes Building Mechanic I, Building Mechanic II, and Senior Building Mechanic, Delivery Driver and Supervising Delivery Driver are required to wear uniforms and shall be issued the following work clothes:

- a) 5 shirts,
- b) 5 pants, and
- c) 1 hat.

9.2.2.1 The total annual value of these work clothes shall not exceed six hundred sixty five dollars (\$665). ~~For CalPERS Classic Member employees, the annual value of six hundred five (\$665) and shall will be reported to CalPERS periodically as earned.~~

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Service Employees' International Union Local 1021 and Sonoma County Library
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Union Proposal (December 6, 2024)

9.2.3 Safety Boots

Each employee in the classes of Building Mechanic I, Building Mechanic II, ~~Senior~~ **Supervising** Building Mechanic, Delivery Driver, and Supervising Delivery Driver shall be entitled to an allowance of up to ~~two~~ **four** hundred ~~forty~~ dollars (~~\$250~~ **\$400**) toward the purchase of safety boots.

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Compassionate Leave

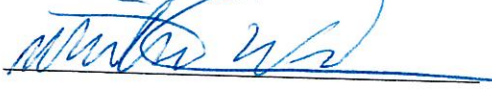
13.7 Compassionate Leave

- 13.7.1 A full-time employee may be granted up to 40 hours of leave with pay (prorated for a part-time employee) in the event of the death of a member of the employee's immediate family.
- 13.7.2 For the purposes of compassionate leave only, "immediate family" shall mean spouse, domestic partner, parent, step-parent, parent in-law, child, step-child, child in-law, sibling, step-sibling, sibling in-law, grandparent, great-grandparent, grandchild, aunt, uncle, niece, or nephew of the employee, ~~the employee's spouse or the employee's domestic partner;~~ parents and children of the employee's domestic partner, or a person with whom the employee has a relationship in loco parentis who served as a parent to the employee when the employee was a minor.
- 13.7.3 Payment for compassionate leave shall be authorized only by the Human Resources Offices Manager's Office or designee.
- 13.7.4 Employees taking compassionate leave shall certify to the Human Resources Office at the time ~~of the leave is taken~~ (1) by providing the name, date of death and relationship of the immediate family member. (see Article 13.7.2); and (2) anticipated length of leave. If the employee is unable to provide written notice of the need for compassionate leave before the leave begins, the employee shall provide telephone notice before the leave begins and ~~shall~~ provide written certification on the first day the employee returns to work.

13.7.5 Sick leave may be used for additional compassionate leave per Article 13.2.4 (f) of the MOU.

TENTATIVE AGREEMENT

FOR THE UNION



FOR THE LIBRARY



DATE SIGNED:

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Service Employees' International Union Local 1021 and Sonoma County Library
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Jury Duty

Union Counter Proposal (December 6, 2024)

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13.9 Jury Duty

- 13.9.1 Employees summoned for jury duty shall be entitled to a leave of absence with full compensation and benefits from the Library, ~~based on their assigned work schedule, for the period of time as they may be~~ each day ✓ required to attend court.
- 13.9.2 ~~Employees are required to inform the jury clerk that they are a government employee and specify full-time or part-time status. The employee shall request Proof of Jury Service and provide the original to Payroll.~~
- 13.9.3 Full-time employees are not entitled to per diem pay for serving jury duty, although part-time employees are entitled to per diem pay for any days of jury service during which they were not regularly scheduled to work. An employee may retain payments allowed for mileage.
- 13.9.4 An employee who is summoned to serve on a jury must notify their supervisor or Division Manager as soon as possible after receiving notice of both possible and actual jury service.
- 13.9.5 If a ~~full-time~~ regular employee scheduled to work ~~on a Tuesday through Saturday or Sunday work schedule~~ is summoned to serve on a jury for a full or partial week including a ~~Monday~~ a regularly scheduled day off, the Library will ~~consider adjusting the~~ their work schedule, so the employee ~~serves and/or works a maximum of 40 hours~~ will not work seven days in a row. For the duration of the employee's jury duty, the Library will treat ~~them~~ the employee as if they are on a Monday through Friday schedule. ~~for the duration of their jury duty service and~~ The employee will be returned to their normal schedule upon at the end of the employees service their jury duty.
- 13.9.6 For the purpose of calculating overtime, any time spent on jury duty is not considered work time.

Union Proposal (April 9, 2025)

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Sick Leave Management

A non-probationary employee with a sick leave balance of 40 hours or fewer (or a prorated amount for part-time employees) is considered to be in Sick Leave Management status. While in Sick Leave Management status, for absences of three (3) consecutive work days or more, the employee must provide medical documentation or a doctor's note excusing the employee from work, within seven (7) calendar days of the employee's return to work or as soon as practicable. If the employee fails to provide medical documentation or a doctor's note within seven (7) calendar days of the employee's return to work, or as soon as practicable, the employee may be subject to discipline.

13.2.7 Sick Leave – Exhaustion

An employee who has exhausted their sick leave but has a legitimate and demonstrated need for the use of sick leave may use their accrued vacation or CTO in place of the exhausted sick leave. **For Family Care and Medical Leave eligibility, see Article 13.12.**

13.3 Sick Leave – Conversion to CTO or HRA

An employee with a sick leave balance may convert **up to 80 32 hours per calendar year** to CTO **leaving a minimum sick leave balance of 80 hours after conversion.** as indicated in the chart below:

Hours Sick Leave Used During Previous Calendar Year	May Convert up to a Maximum of:	Minimum Sick Leave Balance after Conversion
8 hours or less (1 day)	32 hours (4 days)	80
8+ to 24 hours (3 days)	24 hours (3 days)	80
24+ to 40 hours (5 days)	16 hours (2 days)	80

- 13.3.1 An employee hired or rehired on or after November 6, 2013, with a sick leave balance as indicated in the chart above in Article 13.3, may convert **up to 500 hours of sick leave each calendar year** the maximum sick leave hours shown above to their HRA account **leaving**

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a minimum sick leave balance of 80 hours after conversion. ~~each~~
~~calendar year, not to exceed a total maximum of 500 hours.~~

Conversion occurs during the second pay period of February each calendar year and shall be based on the sick leave balance on December 31 of the preceding year.

TA
SEIU ~~M. W.~~ Library 5/14/25
5/14/25 VP

**Sonoma County Library – SEIU Local 1021
2024 MOU Negotiations**

Proposal: Library Counter to Union Proposal – Article 16 – Transfers, Promotions and Filling Vacancies 1:16

Passed: April 30, 2025

ARTICLE 16 - TRANSFERS, PROMOTIONS AND FILLING VACANCIES

16.1 Definitions

16.1.1 Classification

Classification is a general category of positions defined by a job title and job description.

16.1.2 Position

A position is an employee's assignment within a classification.

16.1.3 Transfer

Transfer is the movement of an employee from one work location to another work location within the same classification.

16.1.4 Promotion

Promotion is the movement of an employee from one classification to another classification on a higher salary range in the bargaining unit.

16.1.5 Demotion

Demotion is the movement of an employee from one classification to another classification on a lower salary range in the bargaining unit.

16.1.6 Vacancy

A vacancy is a position that has been authorized by the Library Commission, is unoccupied, and has been approved in the current fiscal budget cycle.

~~16.1.7 Acting Position~~

~~Coverage for an employee who is on a leave of absence, of at least two one full weeks.~~

~~16.1.8 Interim Position~~

~~Coverage for a vacancy until filled.~~

16.2 **Filling Vacancies**

16.2.1 During the term of this MOU, the Library shall continue to maintain a list of vacancies by classification, location and FTE that will be made available to employees and the Union. (moved from 6.3.1)

16.2.2 The Library and the Union recognize that changes in job content or services may result in the establishment, revision, and/or elimination of positions. The Union shall be notified of vacancies within 14 calendar days when a vacancy occurs and the Library elects to fill the vacancy.

16.2.3 If there are changes to the position, the Union will be notified within 14 calendar days of the decision. The Union shall advise the Library within 10 calendar days of notification of any request to meet and confer over the change. The Union's meet and confer request shall identify the specific change and/or impact of a change that is covered by the Union's meet and confer request.

16.2.4 If the Library has not reached a decision about the vacancy or no action has been taken within 45 calendar days, the Union shall be notified. The Union shall advise the Library within 10 calendar days of notification of any Union request to meet with the Library regarding the status of the position.

16.2.5 To avoid or minimize any adverse impact of a vacancy on other employees or Library operations, the Library will make all reasonable efforts to fill the vacancy temporarily.

16.2.6 The Library may fill a vacancy by:

- a) Offering additional hours to current part-time staff in the same job classification, or

- b) Offering the position to a staff member in the same classification who had previously requested a transfer (see Article 16.6) ~~or had requested a voluntary demotion, or~~
- c) Offering the position to a person who had applied and completed the recruitment process for the same job classification within the last twelve ~~six~~ months, and who had been placed on a pre-qualified list per Article ~~16.3.2~~ 16.3.1, or
- d) Posting a new job announcement.

16.2.7 Regular employees who have passed ~~six (6) months of their~~ initial probation, **or are in their final three (3) months of probation**, are eligible to apply. Those who meet the minimum qualifications for the position shall will receive preference for vacancies over extra-help employees, and volunteers.

16.3 **Recruitment Process** ~~Vacancy Job Announcements to Bargaining Unit Employees~~

16.3.1 **Pre-Qualified List** ~~During the term of this MOU, the Library shall continue to maintain a list of vacancies by classification, location and FTE that will be made available to employees and the Union. (Moved to 16.2.1)~~

16.3.1.1 Human Resources will maintain a list of prequalified candidates for each classification.

16.3.1.2 Both internal and external qQualified candidates that successfully complete the recruitment process for a vacancy and are not selected will be placed on a pre-qualified list for the classification for which they applied. Pre-qualified lists will be valid for one (1) year ~~six (6) months~~. The Library will review and consider candidates on the pre-qualified lists and make the hiring Supervisor and Branch/Division Managers aware of all qualified candidates.

16.3.1.3 When a vacancy arises for a classification, candidates on the active pre-qualified list for that classification may be selected to participate in an abbreviated interview with the Hiring Manager and a Human Resources representative.

16.3.2 **Interview Panels**

16.3.2.1 Current employees who apply for vacancies and are invited to participate in the recruitment process, including taking assessments or attending interviews that are scheduled during their assigned work day, may participate without loss of pay or use of accrued leave. Such participation will be considered regular work hours and will qualify for mileage reimbursement for travel between the irregular assigned work location and the recruitment activities.

16.3.2.2 Current employees serving on interview panels will be paid for regular work hours and mileage reimbursement for travel to and from the interview site, less the mileage from home to/from their regularly scheduled branch.

16.3.2.3 ~~The Library shall include a represented employee from the location where the vacancy exists to serve on the interview panel.~~

16.4 Appointments

All appointments are made to the staff of the Sonoma County Library system, i.e., employees are employees of the Sonoma County Library, not a particular branch or facility library. All notifications regarding the recruitment process will be communicated to employees and applicants by Human Resources department staff under the approval of the Library Director.

16.4.1 Appointments, including initial assignments, are subject to change.

16.5 Probationary Period

16.5.1 After accepting an appointment, a new, rehired, or promoted employee shall serve a period of probation beginning on the date of appointment. ~~The probationary period shall be for the purpose of determining the employee's ability to satisfactorily perform the duties of the position.~~ The probationary period for initial appointments of new employees shall be one (1) year. The probationary period for rehired employees, current employees, and promotional appointments shall be six (6) months.

16.5.2 During the probationary period an employee may be rejected at any time by the Library without the right of appeal.

16.5.3 The probationary period will be extended by the length of any authorized

leave(s) of absence (paid or unpaid) of 10 consecutively scheduled work days or more. The extension will not exceed an additional four (4) months.

- 16.5.4 Regular status shall begin on the day following the expiration of the probationary period for an initial appointment.
- 16.5.5 An employee in regular status who is promoted shall serve a new probationary period of six (6) months. An employee who does not successfully pass their promotion/probationary period shall be reinstated to the classification in which the employee held regular status prior to their promotion. Provided, however, that if the cause for not passing the probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to another position. Dismissal procedures granted under Article 19 shall still apply.

16.6 **Transfer or Change in FTEs**

An employee may, at any time, submit a written request to the Human Resources Manager or designee expressing interest to transfer or change their FTE full-time equivalent (FTE)-status.

The Human Resources department shall maintain a file of the requests ~~for transfers~~ received from employees, each calendar year, for immediate reference when a vacancy occurs. After December 31st all such requests shall expire.

~~16.6.1~~ Once each year, in January, the Human Resources Manager or designee will request from staff written expressions of interest in potential transfers to another work location ~~or to increase or decrease their hours while remaining in the same work location and classification~~ or change in FTE. An employee must be in their current position for a minimum of six (6) months, and must have successfully passed their probationary period (if applicable), before applying for a transfer or change in FTE. ~~The process for transfers is outlined in Service Bulletin: HR Procedure for Filling Vacancies.~~

16.6.2 The Library has the discretion to determine if an employee's desire for transfer or change in FTE -can be accommodated. An employee's request for transfer or change in FTE must be matched with qualifications for the position to be filled and is subject to consultation with the supervisor of each affected department.

~~16.6.3 A request for a transfer for purely personal reasons cannot be granted~~

if the result would be the involuntary and unwise transfer of another employee.

Union Counter Proposal (April 9, 2025)

ARTICLE 19 - DISCIPLINE PROCEDURE

19.1 Progressive Discipline

Progressive discipline ensures a fair method of disciplining employees and provides employees with regular feedback about their work performance.

19.1.1 Intent of Progressive Discipline

Progressive discipline is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them with an opportunity to correct any problems. The parties recognize, however, that there are circumstances of such a serious nature as to provide cause for more serious disciplinary action in the first instance.

19.1.2 Progressive Discipline Steps

Any disciplinary action taken shall directly correspond to the nature and severity of the offense. When appropriate, an employee will be verbally counseled in advance of higher-level discipline, including the opportunity for the employee to clarify what may or may not have happened and any reasons for the behavior. Depending on the nature and severity of the offense, progressive discipline may involve one or more of the following steps:

Action	Documentation entered into supervisor file	Documentation entered into personnel file
Verbal counseling	X	
Record of conversation	X	
Written reprimand		X
Suspension of four (4) scheduled work days or less		X
Suspension of five (5) scheduled work days or more		X
Demotion		X
Termination		X

19.1.3 Notice of Work Performance Problems

Problems with work performance shall be brought to an employee's attention ~~through the process described in Article 19.3~~ on a timely basis, generally within ~~45~~ 30 calendar days of the time the supervisor becomes aware of the problem. ~~Any isolated and/or related incident which the Library or immediate supervisor discovered more than one (1) month previously shall not be cause for disciplinary action, other than verbal counseling. Nothing herein precludes the use of such an incident for its cumulative effect. This time limitation shall not apply to problems which the Library determines warrants further inquiry to determine whether discipline or other corrective action is justified.~~

19.1.4 Use of Personnel File Documents in Discipline

All performance related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this MOU shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the appointing authority to take disciplinary action against the employee.

19.2 Job Performance and Rules of Conduct

Any permanent employee may be disciplined or dismissed for reasonable cause including, but not limited to:

- a) Unauthorized absence, such as tardiness, abuse of break and lunch privileges, or abuse of sick leave
- b) Neglect of duty; failure to meet reasonable work performance standards and requirements, including work quality or quantity
- c) Hostile treatment of others, such as bullying, harassing, sexually harassing, threatening, intimidating, coercing or fighting
- d) Failure to follow established Library policies, Core Competencies, procedures, rules or safety regulations
- e) Release of information that is considered confidential
- f) Theft committed during working hours; unauthorized removal of Library property or the property of another employee or person from the work premises at any time

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- g) Altering, falsifying or omitting material information in any Library document or record, or for the purpose of obtaining employment with the Library
- h) Making materially false statements, lying
- i) Incapacity due to mental or physical disability, as permitted by law
- j) Intoxication while on duty, including using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, controlled substances, or hallucinatory agents while on Library property or in vehicles during work hours or reporting to work under such conditions. This does not prohibit the possession and proper use of drugs prescribed by a licensed physician. The use of prescribed medications is not prohibited as long as they do not interfere with the employee's ability to safely perform their duties.
- k) Insubordination
- l) Refusal to comply with a proper directive to undergo a medical examination
- m) Deliberate or negligent damage to public or Library property; misuse of Library supplies or equipment; unauthorized use of Library vehicles, equipment or property.

19.3 Verbal Counseling, Record of Conversation, Written Reprimand

19.3.1 Information Provided by Library

When the action taken is verbal counseling, a record of conversation or a written reprimand, the following information will be provided:

- a) A clear statement of the problem and/or the behaviors observed;
- b) Any relevant policy, procedure, memo, work plan, e-mail, reference in the MOU, etc. that may have been violated;
- c) The supervisor's statement of expected conduct and time period for correction of the problem; and
- d) A statement of consequences which will follow if the behavior is not corrected or if expectations are not met within the specified timeframe.

19.3.2 Employee Right to Respond

An employee may respond in writing to a verbal counseling or record of conversation, and the employee's response shall be attached to any documentation entered into the supervisor file. An employee may respond in writing to a written reprimand, and the employee's written response will be attached to the written reprimand entered into the employee's personnel file.

19.3.3 Appeal of Written Reprimand

A Written Reprimand may be appealed to the Library Director or Designee at Level II of Article 17, Grievance Procedure. The Library Director or Designee's decision shall be final and there shall be no further appeal. A failure to appeal within 10 calendar days of the date the Written Reprimand is served on the employee waives this appeal right under the MOU.

19.4 Procedure for Dismissal or Suspension or Demotion

19.4.1 Preliminary Written Notice

Before taking disciplinary action, the Library shall serve written notice of the proposed action on the affected employee. The notice shall include a statement of the charges and documentation upon which the proposed action is based.

19.4.2 Employee Right to Respond

The employee shall have the right to respond to the charges against the employee in person, in writing, or both within seven (7) calendar days following the day the notice was served. If the Library receives no response, the right to respond will be deemed waived.

19.4.2.1 The employee may submit a written request within the seven (7) calendar days for an extension of response time. The request must show good cause and be for a reasonable period, not to exceed 20 calendar days from the day the notice was served. The Library may choose to extend the response time.

19.4.2.2 The Library shall consider the affected employee's response, if any, in determining the propriety and nature of disciplinary action.

19.4.3 **Notice of Discipline**

The Library's formal disciplinary order shall be in writing, specifically state the reason for the action, and be effective from the date the formal disciplinary order is served upon the affected employee. The formal disciplinary order shall include the cause and the specific acts and omissions on which the disciplinary action is based. Any written materials, reports or documentation on which the disciplinary action is based shall be attached to the Notice of Discipline. The formal disciplinary order shall also describe the employee's appeal rights.

19.4.4 **Appeal Procedure – Dismissal, Suspension or Demotion**

A dismissal, suspension or demotion may be appealed to binding arbitration at Level IV of Article 17, Grievance Procedure by filing for arbitration within 30 calendar days of the date the Notice of Discipline is served on the employee. A failure to request arbitration within 30 calendar days of the date the Notice of Discipline is served on the employee waives all appeal rights under this MOU. ~~The arbitration shall be held no later than one year after the request for arbitration.~~

The moving ~~appealing~~ party shall, within ~~thirty (30)~~ 30 calendar days of filing for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. The arbitrator shall be selected within ~~forty five (45)~~ 60 calendar days of filing for arbitration. An extension of the ~~thirty (30)~~ 60 calendar day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

~~Immediate Suspension~~

~~The Library may suspend the employee with pay at any time during the discipline process.~~

19.4.5 **Administrative Leave**

An employee, who is suspected of misconduct or violating Library policy, may be placed on ~~Paid-paid~~ Administrative Leave pending the Library's investigation. The employee shall be provided with written notice of the leave, ~~which will include the initial reason for the basis of the investigation.~~

