

MEMORANDUM OF UNDERSTANDING
2015-2017
ORANGE COUNTY PUBLIC LAW LIBRARY
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
FOR THE ORANGE COUNTY PUBLIC LAW LIBRARY UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the Orange County Public Law Library and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Orange County Public Law Library Unit for the period beginning July 1, 2015 through June 30, 2017.

For the employees in the Orange County Public Law Library Unit, this Memorandum of Understanding supersedes the Personnel Resolution for all items covered in this agreement. The Personnel Resolution remains in full force and effect for all matters not covered in the Memorandum of Understanding and for those employees not represented by the Orange County Employees Association. Except as specifically modified by the Memorandum of Understanding, the Personnel Resolution remains in full force and effect.

TABLE OF CONTENTS

Division I: Definitions	4
Division II: General Articles	5
Section 1: RECOGNITION	5
Section 2: SEPARABILITY	5
Section 3: OCEA AND EMPLOYEE RIGHTS	5
Section 4: MANAGEMENT RIGHTS	6
Division III: Terms and Conditions of Employment	6
Section 5: REGULATION OF EMPLOYEES	6
Section 6: SELECTION PROCEDURES	8
Section 7: PERSONNEL RECORDS	9
Section 8: WORK WEEK AND PAY ELEMENTS	9
Section 9: BENEFITS PROVISIONS	12
Section 10: HOLIDAYS	13
Section 11: ANNUAL LEAVE	15
Section 12: LEAVES OF ABSENCE	20
Section 13: FAMILY AND MEDICAL LEAVE (FMLA)	23
Section 14: MEDICAL LEAVE NON-FMLA (MEDLOA)	27
Section 15: PREGNANCY LEAVE	27
Section 16: OCCUPATIONAL DISABILITY LEAVE	27
Section 17: JURY/WITNESS DUTY LEAVE	28
Section 18: BEREAVEMENT LEAVE	28
Section 19: CATASTROPHIC LEAVE	28
Section 20: DEPARTMENTAL LEAVE	28
Section 21: OFFICIAL LEAVE	28
Section 23: DISCIPLINARY PROCESS	29
Section 24: GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS	31
Section 25: MILEAGE ALLOWANCE/COST REIMBURSEMENT	36
Section 26: TUITION REIMBURSEMENT PROGRAM	36

Section 27: EDUCATIONAL, PARAPROFESSIONAL, & PROFESSIONAL REIMBURSEMENT PROGRAM	38
Section 28: COMPENSATION FOR EMPLOYEES	41
Section 29: PAY FOR NEW EMPLOYEES	41
Section 30: MERIT INCREASE WITHIN RANGE	42
Section 31: SALARY ON PROMOTION	43
Section 32: POSITION CLASSIFICATION PLAN	43
Section 33: NUMBER AND CLASSIFICATION OF ACTIVATED POSITIONS	44
Section 34: SALARY PAYMENT PROCEDURE	45
Section 35: LAYOFF PROCEDURE	45
Section 36: WORK PLACE REGULATIONS	47
Section 37: PARKING	48
Exhibit A: Salary Schedule	49

Division I: Definitions

The following terms as used in this Resolution shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Trustees of the Orange County Public Law Library.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge, or retirement.

DIRECTOR shall mean the Director of the Orange County Public Law Library.

EMPLOYEES shall mean all persons employed by the Orange County Public Law Library.

EXTRA HELP EMPLOYEE shall mean a person employed in an extra help position.

INTRODUCTORY EMPLOYEE shall mean the first six-month period of time an employee is in a regular, full-time or part-time position and shall include professional employees but shall exclude extra help.

PROFESSIONAL EMPLOYEE shall mean a person who has fulfilled criteria for experience and/or educational background and who is in a position designated as a professional employee position.

REGULAR FULL-TIME EMPLOYEE shall mean a person employed in a position defined as regular full time.

REGULAR PART-TIME EMPLOYEE shall mean a person employed in a position defined as regular part time.

Division II: General Articles

Section 1: RECOGNITION

Pursuant to the Resolution Establishing the Procedure for an Employee Representative Organization to be recognized by the Orange County Public Law Library and applicable State Law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Orange County Public Law Library Unit.

Section 2: SEPARABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 3: OCEA AND EMPLOYEE RIGHTS

A. Employee Rights

The Law Library shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

B. Payroll Deduction

1. The Law Library shall instruct the Auditor-Controller to deduct from the pay warrants of OCEA members such membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Law Library. The Auditor-Controller shall be requested to promptly transmit the dues and insurance premiums so deducted to OCEA. The Law Library shall not be liable for any act by the County of Orange, its officers or employees.
2. OCEA shall notify the Law Library, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

C. Employee Information Listing

During the term of this Memorandum, the Law Library shall provide OCEA with a listing of all current employees in this Unit once each year or within

thirty (30) days of a change occurring in this listing. Such file shall include the employee name, job classification, salary range, and step.

D. Use of Bulletin Boards

Space shall be made available to OCEA on a Law Library bulletin board within the Representation Unit provided such use does not interfere with the needs of the Law Library, and material posted is not derogatory to the Law Library, its employees or other employee organizations. Each notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

E. Use of Law Library Facilities

OCEA may, with the approval of the Law Library Director, hold meetings of its members on Law Library property during nonworking hours provided request is made to the Law Library Director as to the specific location and dates of the meeting prior to such meeting.

Section 4: MANAGEMENT RIGHTS

The Law Library retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the Law Library and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

Division III: Terms and Conditions of Employment

Section 5: REGULATION OF EMPLOYEES

- A. There is hereby adopted a merit system for the personnel administration of the Orange County Public Law Library ("Library"). Except when required by budget constraints or reorganization and except for professional employees, all appointments, promotions, demotions, and discharges will be based on merit and longevity in the position.
- B. All employees shall hold their positions subject to rules and regulations established by resolution of the Board.

C. Introductory Period

1. New Introductory Period

An employee employed in a regular position shall be placed on a new Introductory Period for twenty-six weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2. Failure of Introductory Period

a. An employee on a new Introductory Period may be released at the sole discretion of the Law Library at any time without right of appeal or hearing, except where an employee alleges that his or her Introductory Period release was based on discrimination by the Law Library.

b. An employee who alleges that his or her Introductory Period release was based on discrimination by the Law Library in violation of Section 5.G, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new Introductory Period.

3. General Provisions

a. When the Law Library Director or his/her representative passes an employee on Introductory Period, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. An employee who is permitted by the Law Library to work beyond the end of an Introductory Period shall be deemed to have passed such Introductory Period.

b. An employee who is on Introductory Period may not transfer from one department to another in the same class without the approval of the Law Library Director.

D. Library employees shall avoid situations that create actual or potential conflicts in which an employee's actions or loyalties are divided between personal and Library interests or between the Library interests and those of another. If an employee has a question as to whether or not a conflict of interest may exist, the employee must bring it to the attention of his or her supervisor. No employee shall solicit or accept any payment, fee, or consideration from a supplier or vendor that does business with the Library. Unsolicited gifts of nominal value are excluded from this paragraph.

- E. Attorneys employed by the Library are prohibited from engaging in the private practice of law.
- F. The Library is an equal employment opportunity employer. The Library will not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, medical condition, marital status, citizenship status, military service status, or any other characteristic protected by state or federal law or local ordinance. As a governmental entity, the Library will enforce all applicable laws and regulations.
- G. The Library is committed to providing a work environment that is free of discrimination. In keeping with this policy, the Library strictly prohibits harassment of any kind, including harassment on the basis of sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, marital status, veteran status, sexual orientation, or any other characteristic protected under federal or state law or local ordinance. Each employee shall report any act or omission which violates this policy to his or her supervisor.
- H. The Law Library is committed to providing a work environment in which all employees receive the same respect and courtesy. Each employee shall report any act or omission which violates this policy to his or her supervisor or the Library Director.

Section 6: SELECTION PROCEDURES

- A. The Director shall determine the method of evaluating the qualifications of applicants.
- B. The Director shall determine the selection methods for the filling of all positions.
- C. The professional employees shall be appointed by and serve at the pleasure of the Board, as at-will employees. At-will status means the employment relationship is voluntary, having no specified term, and either party, the employee or the Board, may terminate the employment relationship at any time, with or without any specified advance notice, and with or without cause. The provisions in Sections 23 and 24 of this Memorandum of Understanding do not apply to at-will employees. Professional employees are included in the bargaining unit and except for the provisions of this paragraph, have the other rights and privileges provided under this Memorandum of Understanding.

Section 7: PERSONNEL RECORDS

- A. The Director is authorized to establish an annual, or more often, employee performance evaluation program for each department.
- B. When a performance evaluation is completed on an employee, it shall be discussed with the employee personally by the supervisor, and the copy of the report and all attachments shall be given to the employee.
- C. A personnel file shall be maintained for each employee. The contents of the file, except for letters of reference and certain other limited kinds of information are open for inspection at reasonable times and at reasonable intervals by the employee. The personnel records maintained by the Library shall be confidential subject to release only upon permission of the employee, or a subpoena, court order, order of an administrative agency, or in actions involving the employee. Any information requested about an employee by a prospective employer or other person requesting verification of employment will be submitted only if the employee gives a written release allowing the Library to offer the information or the Library is providing only the dates of employment, the last or present job title, and the fact of employment.
- D. Employees will receive copies of any written reprimand which is placed in the file. An employee shall have the right to respond in writing or personal interview to any official written reprimand or substandard performance evaluation which is placed in the personnel file, provided that such response is related strictly to the facts and issues addressed in the written reprimand or substandard performance evaluation, is presented within thirty (30) days of the occurrence, and is reasonable in content and length. Such a written response shall become a permanent part of the employee's official personnel file.
- E. Employees may also, from time to time, submit other employment related information for inclusion in their personnel file. Such information, if relevant to their employment status with the Library, may be included in the personnel file, so long as it conforms to the guidelines outlined in the above paragraph regarding facts, issues, and reasonableness.

Section 8: WORK WEEK AND PAY ELEMENTS

- A. The official work week or work period for Library employees shall be as follows:
 - 1. Except as otherwise provided below, the official work week for full time employees shall be forty (40) hours and shall begin on each Friday and

end with the following Thursday. Work performed in excess of forty (40) hours of paid time in a work week shall be overtime.

2. Certain Law Library employees may elect to work an alternate work shift schedule, referred to as "9/80." This is defined as eight (8) Nine-hour shifts, plus one (1) Eight-hour shift with one day off every other week. The work period for employees who elect an alternate work schedule may be established on a pay period basis, starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period. Such work shall not be regularly scheduled on more than ten (10) calendar days during any work period and scheduled days off shall fall on at least two consecutive calendar days. Work ordered and performed in excess of eighty (80) hours of paid time in a work period shall be overtime. Election of such an alternate work schedule by an employee will be subject to approval of the Law Library Director, and fulfillment of operational needs of the Library.
- B. The Director may authorize employees to take one 15-minute rest period during each four (4) full hours of work performed by such employees in a work day. If no rest period is authorized by the Director, or if authorized and not taken by an employee, the Director may not shorten the employee's work day, work week or otherwise grant any compensation for this time.
 - C. If, in the judgment of the Director, work beyond the normal work day, work week or work period is required, the Director may order such work.
 - D. Overtime shall be converted to compensatory time at one and one-half (1-1/2) times the regular rate. Compensatory time may be granted as compensatory time off or paid for at the discretion of the Director. All compensatory time in excess of forty (40) hours accumulated by an employee at any one time shall be paid for and no compensatory time off shall be authorized. Compensatory time earned by extra help employees shall be paid for in the pay period in which it is earned. Overtime may only be authorized by the Director or a supervisor. In order to be authorized to work overtime, the employee must obtain permission from his or her supervisor. If the employee works overtime without permission, the employee may be disciplined up to and including discharge. Only authorized overtime is permitted, and any person who works unauthorized overtime shall be subject to discipline.
 - E. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each quarter hour actually worked on the assigned night shift. A night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4:00 p.m. and 8:00 a.m. The rate of

night shift differential shall be five percent (5%) of the employee's basic hourly rate with a minimum of fifty cents (\$.50) per hour. The minimum night shift differential earned shall be one quarter hour (1/4) and additional time worked over the quarter hour shall be calculated to the nearest quarter (1/4) hour.

F. Call back pay is payable when an employee returns to work because of a request by the Director or his or her designee, made after the employee has completed his or her normal work shift and left the work station. The employee shall be credited with a minimum of four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

1. Except as provided in this Section 8.G., call-back shall be paid at one and one-half (1-1/2) times the regular rate.
2. Call-back pay shall apply only when an employee is required to physically return to the work place (e.g., leave home or another off-duty location) in order to perform required duties.

G. Remote reporting pay is payable when, at the request of the Director or his or her designee, an employee is required to perform work as follows:

1. At a time other than his or her regularly scheduled work shift; and
2. At a location other than his or her regularly scheduled work place.

The employee shall be credited with a minimum of two (2) hours work plus all hours of work in excess of two (2) hours in which the employee is continuously engaged in work at a location other than his or her regularly scheduled work place.

Except as provided in this Section 8.G., remote reporting shall be paid at one and one-half (1-1/2) times the regular rate.

H. A qualified employee who meets the following criteria shall receive an additional amount of \$.40 per hour as determined by the Board.

1. The employee must be assigned by the Director to speak or translate a specific language in addition to English. This includes specialized communication skills such as sign language.
2. The employee must regularly and frequently speak and/or translate a second language at least once daily.
3. The employee must be qualified and must maintain the qualification as determined by the Director to be eligible for this benefit.

- I. An employee who works on Sunday shall be paid his or her regular hourly rate plus 52.3% of such hourly rate.
- J. Shift supervision pay is payable during the hours when the Evening Supervisor or Saturday Supervisor is in charge of the facility (hours not between 8:00 a.m. and 5:00 p.m., Monday through Friday.) Shift supervision differential shall be ten percent (10%) of the employee's basic hourly rate. The minimum shift supervision pay earned shall be on quarter (1/4) hours and additional time worked over the quarter hour shall be calculated to the nearest quarter (1/4) hour.

Section 9: BENEFITS PROVISIONS

- A. For this Memorandum of Understanding and this term of agreement only, the Law Library will provide access to the following benefit plans for its regular full-time and regular part-time employees who meet the eligibility requirements. These benefit plans are currently provided:
 - 1. The County of Orange Medical Plan
 - 2. The OCEA Health & Welfare Plan
 - 3. The County of Orange Retiree Medical Plan
 - 4. The Orange County Employees Retirement System
 - 5. NACO Deferred Compensation Program

It is the intent of the Law Library to continue to provide benefit plans for its employees which are substantially comparable to those provided by like employers, subject to cost, availability and market conditions.

- B. Retiree Medical Benefits, for the purposes of Section 9.A.3. above, shall be administered as follows:
 - 1. Effective January 1, 2007, Law Library employees shall participate in the County of Orange Retiree Medical Program ("the RMP"). All provisions of the County of Orange Retiree Medical Program shall apply to the Orange County Public Law Library subject to the revisions between the County and the Orange County Employees Association.
 - 2. The Law Library shall pay the full cost for Law Library employee participation in the County's RMP, estimated at 3.5% of each regular and probationary employee's base salary exclusive of overtime.
 - 3. Law Library employee contributions to the County's former Retiree Medical Insurance Program shall cease as of December 21, 2006.

4. The amount of the cash benefit available to an employee active prior to September 12, 2006, who separates from the Law Library and does not qualify for a Retiree Medical Grant under the RMP, is frozen as of December 31, 2006.
5. Beginning June 22, 2007, each regular and probationary Law Library employee shall contribute 1.75% of the employee's base salary exclusive of overtime through payroll deduction, to be an additional contribution to the employee's OCERS retirement account. Beginning June 22, 2007, the Law Library will reduce its employer contribution to OCERS by 1.75% of each regular, limited-term, and probationary employee's base salary exclusive of overtime.

Section 10: HOLIDAYS

- A. All employees, except extra help employees, shall be eligible for holiday pay.
- B. The Library shall observe all holidays established by resolution of the Board of Trustees. The holidays presently scheduled for the term of this Current Memorandum of Understanding are:

2015:

Independence Day, July 3 Observed
Labor Day, September 7
Veteran's Day, November 11
Thanksgiving Day, November 26
Day after Thanksgiving, November 27
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31

2016:

New Year's Day, January 1
Martin Luther King, Jr. Day, January 18
Presidents Day, February 15
Cesar Chavez Day, March 31
Memorial Day, May 30
Independence Day, July 4
Labor Day, September 5
Veteran's Day, November 11
Thanksgiving Day, November 24
Day after Thanksgiving, November 25
Christmas Eve, December 24
Christmas Day, December 26 Observed
New Year's Eve, December 31

2017:

New Year's Day, January 2
Martin Luther King, Jr. Day, January 16
Presidents Day, February 20
Cesar Chavez Day, March 31
Memorial Day, May 29

- C. On each designated holiday, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.
- D. When a holiday falls on a Sunday, the next day shall be observed as the holiday.
- E. An employee must be paid for all, or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With departmental approval compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
- F. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- G. An employee who is terminating his or her employment for reasons other than paid retirement and whose last day as a paid employee is the day before an authorized holiday shall not be paid for that holiday.
- H. An employee who is required to work on an authorized holiday and who meets the requirements contained in Section 10.E. above shall receive, in addition to his or her regular pay, compensatory time on a straight time basis for the time actually worked.
- I. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive non-cashable comp time equal to the number of hours the employee was regularly scheduled to work. A part-time employee shall receive non-cashable comp time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
- J. For the Thanksgiving Holiday, when designated as provided in Section 10.B. above, the Law Library will close at 4:00 p.m. on the Wednesday preceding Thanksgiving Day.

- K. Each year on March 1, the Law Library will grant to all regular employees employed as of that date a non-cashable contribution of two (2) hours compensatory time. This time is to be used by the end of the same calendar year or it is forfeited.
- L. The Library will be closed on the following Saturdays (adjacent to specific holidays) during this Current Memorandum of Understanding:

- July 4, 2015 (Independence Day)
- September 5, 2015 (Labor Day)
- November 28, 2015 (Thanksgiving)
- December 26, 2015 (Christmas)
- January 2, 2016 (New Year's)
- May 28, 2016 (Memorial Day)
- July 2, 2016 (Independence Day)
- September 3, 2016 (Labor Day)
- November 26, 2016 (Thanksgiving)
- May 27, 2017 (Memorial Day)

These closed days are NOT holidays. Employees shall be given the option of either taking the time off without pay or will be permitted to apply any leave balances they might have for that day.

Section 11: ANNUAL LEAVE

The Annual Leave provisions shall apply to regular employees hired on or after July 15, 1977. Annual leave will consist of the combined sick leave, vacation balances, and accruals for employees covered by the Annual Leave Plan.

- A. Accumulation of Annual Leave
 - 1. During the first three (3) years of employment, a regular employee shall earn approximately five (5) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred fifty-two [152] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
 - 2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately eight (8) hours and nineteen (19) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred sixteen [216] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

3. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time service [20,800 hours], an employee in a regular or limited-term position shall earn nine (9) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
4. Once per year, on a calendar year basis, an additional forty (40) hours of annual leave time will be awarded to regular employees who have completed 20 years of continuous regular full-time service. The hours will be awarded as non-cashable comp time. Comp time awarded on this basis must be used before any other paid time off, and must be taken within one year of being awarded, or it will be forfeit.
5. Annual Leave earned shall be added to the employee's annual leave balance upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates service.
6. Effective June 26, 2015, the maximum allowable annual leave at any one (1) time for an employee shall be six hundred forty (640) hours. Employees with accrued annual leave hours above 640 on June 25, 2015 shall have those hours paid off at full value.
7. Extra help employees shall not earn annual leave.
8. On a one-time basis to automatically expire after June 30, 2017, the Law Library grants to all employees employed as of July 1, 2015, a one-time, non-cashable contribution of 32 hours compensatory time in FY 2015-2016 and grants to all employees employed as of July 1, 2016, a one-time, non-cashable contribution of 32 hours compensatory time in FY 2016-2017. Each contribution must be used by the end of the fiscal year in which it is given or it is forfeited.

B. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:
 - a. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
 - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
 - c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a

physician designated by the Law Library that the presence of the employee on duty would endanger the health of others.

- d. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, registered domestic partner or ward.
 - e. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
 - f. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
 3. Annual Leave shall not be applied to absences which occur on a holiday.

C. Use of Annual Leave for Vacation

1. Calendared annual leave, including vacations, shall be scheduled for employees by the Law Library; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
2. No scheduled annual leave will be cancelled by the Law Library except in cases of emergency.
3. No employee shall be required to return to work in any capacity during the time of his or her paid annual leave from Law Library service, except in cases of emergency.
4. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from Law Library service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer, or Election Night Help.

5. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.

D. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
2. An Official Leave of Absence shall cause the aforementioned ten (10) years (Section A.3.) of full-time service to be postponed a number of calendar days equal to the Official Leave.
3. When an employee's service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten years (Section A.3.) of service, with the part-time service being applied proportionately to the appropriate full-time interval.
4. Additional annual leave earned during the period of annual leave may be taken consecutively.
5. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
6. When a person is reemployed in a regular position, the Law Library Director may, upon the request of the employee, apply the period of previous continuous service for the purpose of determining annual leave earning rates.
7. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the Law Library.
8. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the

plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

E. Payoff of Unused Annual Leave

1. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to twenty-four (24) hours each or one (1) increment of up to forty-eight (48) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.
2. On June 28, 2013, an assessment will be made of the number of hours of accrued annual leave for each employee. If an employee has more than 320 hours annual leave, the hours above 320 will be recorded. These hours remain available for the employee to use under the provisions of Section 11B and 11C. Upon the employee separating from service, if an employee continues to have more than 320 hours of annual leave, they shall be paid for all hours over 320 up to the amount recorded on June 28, 2013 in a lump sum payment as provided below:

A maximum of 1600 hours of the accrued annual leave balance has cash value. Three hundred sixty (360) hours are paid at 100% using the employee's salary rate upon the date of separation; the remaining balance, after the 360 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance. All calculations for hours above 360 are made using the employee's hourly salary rate as of June 27, 2013.

3. As of June 26, 2015, the following formula is used to pay off in a lump sum the employee's unused annual leave balance upon the employee's separation from service:

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	200 hours maximum paid at 100% using the employee's salary rate at the date of separation
3 but less than 10 years	280 hours maximum paid at 100% using the employee's salary rate at the date of separation

10 or more years

A maximum of 360 hours of the accrued annual leave balance has cash value, paid at 100% using the employee's salary rate at the date of separation. Hours above 360 have no cash value

Employees with leave balances above 320 hours on June 28, 2013 are paid off under Section 11 E2 above.

4. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

Section 12: LEAVES OF ABSENCE

- A. The Library recognizes that certain circumstances may require absence from work. The Library provides the following Leaves of Absence (LOA), or approved time off from work, either paid or unpaid, to assist employees in these times. Subject to legal and other eligibility requirements, regular, full-time and regular, part-time employees are eligible for leaves of absence.

Except as otherwise specifically noted, or where required by state or federal law, the following provisions are applicable to all leaves of absence.

- B. General Provisions

1. Eligibility

All regular full-time and regular part-time employees are eligible for leaves of absence. Except for Family and Medical Leave (FMLA), and Medical Leave Non-FMLA (MedLOA), employees are eligible for leaves of absence upon hire. Eligibility for FMLA and MedLOA are described below. Except where required by law, Extra Help employees are not eligible for leaves of absence.

2. Notice

All requests for leave of absence must be made in writing, at least 30 calendar days prior to the beginning of the leave, or, in an emergency, as soon as it is known that time off will be required. Failure to give sufficient notice of the need for a leave of absence may result in denial or postponement of the leave.

3. Duration

Employees must request a leave of absence for a specific period of time; indefinite leaves cannot be granted. If employees are absent longer than seven (7) consecutive work days, employees must request a leave of absence.

Depending on the type of leave and applicable eligibility requirements, leaves may be granted for periods of time as provided by law, or as described in the following sections, but the maximum time available for a leave shall be 180 consecutive calendar days.

Failure to return to work at the expiration of a leave of absence, or being absent without authorized leave for a period of seven (7) calendar days, shall be considered an abandonment of position and a resignation. Such a resignation:

- a. Shall be rescinded if it was physically impossible for the employee to contact his or her department
- b. May be rescinded by the Director in his/her sole discretion

For purposes of determining eligibility and duration for a leave of absence, the year shall be defined as the 12-month period immediately preceding the commencement of the leave.

4. Medical Certification

Leaves necessitated due to health conditions must be supported by proper medical certification. The Library may require medical confirmation of the need or continuing need for any absence due to medical reasons. For FMLA leaves for an employee's serious health condition, except for leaves for disability due to pregnancy, childbirth or related medical conditions, the Library may require a second or third medical opinion, at its own expense, to confirm the need or continuing need for the leave.

5. Benefits during a Leave of Absence

- a. The Library will maintain the group health insurance benefits during the first twelve (12) work weeks of any leaves of absence which the employee takes in the relevant twelve (12) month period for the purposes of non-occupational medical disability, disability due to pregnancy, childbirth or related medical conditions or family care on the same terms and conditions had a leave not been taken.

- b. If an employee is receiving compensation as a result of applying paid time benefits such as annual leave during a leave of absence, annual leave will continue to accrue and holidays will be paid. During an unpaid leave of absence where such paid time benefits are not being applied, annual leave will not accrue, and holidays will not be paid.
- c. Group health insurance benefits will continue during a leave of absence for reasons other than as described in 5.a. above, as long as the employee is receiving compensation as a result of applying paid time benefits such as annual leave. Insurance benefits will continue during a leave of absence where an employee is not receiving any paid time benefits only if the employee arranges to pay premium during his or her absence. It is the employee's responsibility to make arrangements to pay the premiums in a timely manner.

6. Employee Responsibility

While on a leave of absence, it is the employee's responsibility to keep the Library advised of his or her status, to provide an address and phone number where he or she can be reached, make all applicable insurance payments in a timely manner, and comply with all other eligibility requirements as specified by the Library.

Unless notified to the contrary, employees are required to furnish the Library with periodic reports every 30 days on their status and intent to return to work.

7. Reinstatement

For any absence for medical reasons, employees must submit a medical clearance from a health care provider acceptable to the Library before being allowed to return to work.

At the conclusion of any approved leave of absence, the Library will make every reasonable effort to return the employee to the same or an equivalent position, in accordance with any applicable legal requirements.

The failure of an employee to report to work at the conclusion of an approved leave of absence will be considered a voluntary resignation.

8. Exceptions

Exceptions to any provisions of the Leave of Absence policies set forth must be approved by the Director of the Library.

Section 13: FAMILY AND MEDICAL LEAVE (FMLA)

A. Under the federal Family Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA"), an unpaid leave of absence may be granted to employees who have worked for the Law Library for at least twelve (12) months, a minimum of 1,250 hours in the 12 months preceding the leave, and who are employed at a work site where 50 or more employees are employed by the Law Library within 75 miles of that work site. Such employees may be eligible for a leave where they have a bona fide need to care for a seriously ill parent, spouse or child, or for the birth or adoption of a child, or the placement of a foster child. In addition, eligible employees may be granted an unpaid leave of absence caused by their own serious health condition which prevents them from working. Eligible employees may qualify for Military Caregiver Leave or Military Qualifying Exigency Leave under the FMLA, as defined below. All leaves under this policy are referred to as "Medical or Family Care LOA." Unless stated otherwise, the maximum allowable time for any Medical or Family Care LOA under this policy is 12 weeks per a rolling 12 month period. Where possible, Medical or Family Care LOAs under both FMLA and CFRA will run concurrently.

B. Employee Notice

Employees must provide sufficient information for the Law Library to determine if the leave may qualify as a Medical or Family Care LOA, as well as the expected timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization, or continuing treatment by a health care provider, or circumstances that support the need for Military Caregiver Leave or Military Qualifying Exigency Leave as indicated below. Employees also must inform the Law Library if the requested leave is for a reason for which Medical or Family Care LOA was previously taken or certified. When possible, the Law Library requests 30 days notice of the need for leave in order to plan for work coverage. If 30 days notice is not possible, then employees must provide as much notice as practicable under the circumstances and must follow the Law Library's call-in and/or attendance policies.

C. Law Library Notice

Once an employee provides sufficient information, the Law Library will notify the employee (a) whether he or she is eligible for Medical or Family Care LOA and, if so, (b) whether any additional information is required, and (c) the employee's rights and responsibilities regarding such a leave. The Law Library will also notify an eligible employee who has requested Medical or Family Care LOA if the requested leave will be designated as FMLA/CFRA protected leave and counted against the employee's leave entitlement.

If the Law Library determines an employee is not eligible for Medical or Family Care LOA, the Law Library will provide at least one reason for ineligibility. The Law Library will also inform the employee if it determines that the requested leave does not qualify for FMLA/CFRA protection.

Employees not eligible for a Medical or Family Care LOA may be eligible for an unpaid leave of absence due their own disability or medical condition, which will be assessed by the Law Library on a case-by-case basis. The Law Library cannot guarantee reinstatement to employment at the conclusion of such a leave.

D. Serious Health Condition

To qualify for a Medical or Family Care LOA, an employee must have a serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

E. Certification of Need for Medical or Family Care LOA

The Law Library may require an attending health care provider's certification of the employee or family member's serious health condition. The Law Library may also require periodic recertification supporting the need for leave. In any case in which the Law Library has reason to doubt the validity of any medical certification provided to support an employee's

request to take Medical or Family Care LOA because of the employee's own serious health condition, the Law Library may require the opinion of a second and third health care provider consistent with state and federal law.

F. Military Qualifying Exigency Leave

Eligible employees under FMLA may be provided up to twelve (12) weeks of leave in a rolling 12 month period when the employee has a qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is on active duty or has been called to active duty in the National Guard or Reserves in support of a contingency operation. "Qualifying exigency" is defined by law as: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment reintegration briefings, and (8) additional activities where the Law Library and employee agree to the leave. Time off for Military Qualifying Exigency Leave counts towards the 12-week maximum allowable time for Medical or Family Care LOA under FMLA.

G. Military Caregiver Leave

Eligible employees under FMLA may be provided up to 26 weeks (one-half year) of leave during a single 12-month period to care for a covered servicemember. A covered servicemember is the employee's spouse, son, daughter, parent, or next of kin (meaning "nearest blood relative" or person "specially designated") who is recovering from a serious injury or illness which occurred in the line of duty on active duty in the Armed Forces, National Guard, or Reserves, and which may render the servicemember medically unfit to perform his or her military duties; or for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. An employee may take a maximum combined total of 26 weeks of leave for Military Caregiver Leave and Medical or Family Care Leave or Military Qualifying Exigency Leave in a single 12-month period.

H. During Medical or Family Care LOA

During a Medical or Family Care LOA, employees may elect, or the Law Library may require, the use of accrued but unused paid time off including but not limited to annual leave while taking a Medical or Family Care LOA. In order to use any accrued paid leave time, employees must comply with the Law Library's normal paid leave policies.

During a Medical or Family Care LOA, the Law Library will continue to pay all applicable group health insurance premiums which it ordinarily pays on behalf of the employee. Employees must continue to pay the employee portion of the insurance premium during the leave of absence. Failure by an

employee to make his or her premium payment may result in a loss of benefits. If the employee fails to return from this leave, in some circumstances, the Law Library may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave.

Employees need not use their Medical or Family Care LOA entitlement in one block. Such a leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Law Library's operations.

The Law Library and OCEA agree that certain types of leaves available to employees under this Agreement may meet the requirements of federal and state medical leave and/or pregnancy leave laws. The Law Library may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled

I. Returning to Work from Medical or Family Care LOA.

Employees returning to work upon conclusion of the Medical or Family Care LOA will be returned to their original position or to an equivalent position with equivalent pay and benefits, provided such job would have been available had the employee not taken the leave. Prior to returning to work, where the leave of absence is for the employee's own serious health condition, the employee must provide the Law Library with certification from the attending health care provider indicating the employee is able to resume his or her work.

Failure to return to work from a Medical or Family Care LOA on the designated date may be interpreted as the employee's voluntary resignation.

If the employee returns to work outside of the legally allotted time for such a leave, the employee will only be reinstated if there is an available open position which they are qualified to fill.

J. FMLA/CFRA Protections

Use of any of the leaves permitted by the FMLA and the CFRA cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

It is unlawful for employers to interfere with, restrain, or deny the exercise of any right provided under the FMLA or the CFRA or to discharge or discriminate against any person for opposing any practice made unlawful by either law or for involvement in any proceeding under or relating to the FMLA or the CFRA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides for greater family or medical leave rights.

If employees believe that they have been aggrieved, they may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

Section 14: MEDICAL LEAVE NON-FMLA (MEDLOA)

After an employee in a regular position has been paid for six thousand two hundred forty (6240) regularly scheduled hours the employee shall be granted, upon request, an unpaid leave of absence for non-occupational illness or disability not to exceed 180 days in length.

Section 15: PREGNANCY LEAVE

- A. Each female employee in a regular full-time position and in regular part-time positions is entitled to an unpaid leave of absence due to disability during the time the employee is actually disabled on account of pregnancy, childbirth, or related medical conditions up to a maximum period of four (4) months. This leave may be taken as needed for all disabilities related to each pregnancy and does not have to be taken in one continuous period of time.
- B. If the employee chooses, she may use her annual leave during the pregnancy leave, in addition to the four (4) month unpaid leave. The paid time will be integrated so that the employee does not receive more than one hundred percent (100%) of her regular pay.

Section 16: OCCUPATIONAL DISABILITY LEAVE

- A. Each employee is entitled to take an unpaid leave of absence for the duration of any disability due to an occupational illness or injury. When on occupational disability, the employee must be examined by a health care provider and certified to be disabled from returning to employment. During this leave, the employee will receive worker's compensation insurance benefits, if applicable, in accordance with California law.
- B. Beginning on July 1, 2010, and on each July 1 thereafter, an employee shall be provided with a bank of forty (40) hours of non-cashable Occupational Disability Leave compensatory time. Time provided to an employee under this Section 16B may be used solely for:
 - 1. Attending medical and/or physical therapy appointments; and/or
 - 2. Undergoing medical procedures, resulting from occupational illness or injury. Any unused time provided under this Section shall expire on June 30 of each year and cannot be rolled over into any subsequent year. An employee shall be provided with a new 40-hour bank of non-cashable Occupational Disability Leave

compensatory time on July 1 of each year.

Section 17: JURY/WITNESS DUTY LEAVE

- A. A regular employee who is called for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided he or she deposits his or her fees for such hours of jury duty, exclusive of mileage, to the Library account with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee.
- B. Employees who are required by law pursuant to a subpoena to appear in or out of court or at an administrative hearing as a witness shall not be paid for the time incurred by the employee as a witness. The employee may utilize available annual leave time for this purpose. The employee shall give to his or her supervisor reasonable advance notice of the anticipated absence.

Section 18: BEREAVEMENT LEAVE

- A. Upon request, employees shall receive necessary time off with pay, not to exceed five (5) days in any one instance, to arrange for or attend a funeral of a member of his or her immediate family.
- B. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent, grandchild, registered domestic partner or legal guardian.

Section 19: CATASTROPHIC LEAVE

The Library will administer a Catastrophic Leave procedure designed to permit limited individual donations of annual leave and/or compensatory time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition.

Section 20: DEPARTMENTAL LEAVE

In addition to leaves of absence authorized by federal or state law, the Director may authorize an unpaid departmental leave for a regular employee for a period of time not to exceed fifteen (15) calendar days. An employee shall be authorized for departmental leave only after all accumulated compensatory time has been applied toward payment of the absence.

Section 21: OFFICIAL LEAVE

- A. An official unpaid leave of absence may be authorized for a period of time not to exceed one (1) year. An official leave of absence may be authorized only

OCPLL MOU 2015-2017

after an employee's completion of a departmental leave and after all accumulated compensatory time and annual leave accruals have been applied toward payment of the absence.

- B. A request for an official leave of absence shall be made upon forms prescribed by the Director and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
- C. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of the immediately preceding departmental leave and the official leave.

Section 22: ADMINISTRATIVE LEAVE WITH PAY

The Director may authorize an employee to be absent with pay from his or her regular work area, for reasons other than physical or mental illness for a period of time not to exceed two (2) working days in any calendar year if the Director finds that such absence:

- A. Contributes to the employee's effectiveness in his or her assigned duties or responsibilities; or
- B. Contributes to the functions and goals of the Library.

Section 23: DISCIPLINARY PROCESS

A. Discipline - General Guidelines

1. Discipline may be initiated for various reasons, including, but not limited to, violations of the Law Library's work rules or policies, insubordination, or poor performance. The type of discipline generally depends on the nature of the offense and the employee's record, and may range from verbal counseling to immediate dismissal.
2. The progressive discipline process normally consists of verbal counseling, written warning(s) which could include written reprimands or performance review, and disciplinary action, which may include suspension, discharge, or other action. Any or all of these steps may be utilized or omitted, depending upon individual circumstances and the nature and severity of the infraction, and subject to the procedures outlined below in Section C.
3. If the employee violates any policy of the Library or fails to improve his or her level of performance, termination may result.

4. Progressive discipline must be timely and should follow, as closely as possible, the incident(s) requiring the disciplinary action.
5. Except as specifically provided below, the provisions of this Article do not apply to Introductory or Extra Help employees. Introductory and Extra help employees may request to meet with the Law Library Director to discuss any disciplinary issues.

B. Progressive Discipline

1. With the exception of offenses requiring more stringent action, employees will normally be counseled verbally before receiving a written warning.
2. No regular or introductory employee shall receive a written reprimand, or a substandard performance evaluation, except for reasonable cause.
3. A written reprimand, substandard performance evaluation, suspension, or discharge given to a regular employee may be appealed through the grievance appeal procedure in accordance with Section 24.

C. Disciplinary Action

1. Except for an emergency situation, when a regular employee is proposed to be suspended, reduced in position or discharged, a written notice of such proposed disciplinary action shall be personally served on the employee or mailed by certified mail and U.S. mail to the Employee's address of record at least (10) calendar days prior to the effective date of the proposed action. Such notice shall contain:
 - a. A description of the proposed action and its effective dates;
 - b. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - c. Copies of material on which the proposed action is based;
 - d. A statement of the employee's right to respond either orally or in writing prior to the effective date of such proposed action;
 - e. A statement of the employee's right to appeal, if applicable;
 - f. A statement of the employee's right to representation.
2. The employee shall be given an opportunity to respond either orally or in writing, at the employee's option, within ten (10) days of the date of

mailing or personal service, to the supervisor of the employee with the authority to make an effective recommendation on the proposed disciplinary action of the Law Library Director.

3. The employer shall personally serve and/or mail by first class mail to the employee, at the address of record, written notice either sustaining, modifying or canceling a proposed suspension, reduction in position or discharge prior to the effective date of such action. If a proposed discharge becomes final, the employee shall have the right to appeal such action pursuant to Section 24 on Grievance and Disciplinary appeals.
4. Emergency Suspensions:
 - a. Any regular or introductory employee may be suspended for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation. The employee shall be given an opportunity to respond to the suspension to the Director.
 - b. An emergency means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

Section 24: GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

It is the policy of the Library that day to day interactions between employees and management will provide opportunities for discussing and resolving problems and issues that arise concerning employment matters. If the matter cannot be resolved in this manner, then the procedures set forth in this Section 24, shall be placed into effect.

A. Scope of Grievance:

1. A grievance may be filed if a management interpretation and application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment as defined in this Memorandum of Understanding.
2. Specifically excluded from the scope of grievances, including appeals, are matters which are:
 - a. Subject to or involving the amendment or change of the Board of Trustees' Resolutions;
 - b. Matters which have other means of appeal;

- c. Position classification; and
 - d. Standard or better performance evaluations.
3. Except as provided in Section G below, in cases of alleged discrimination, only regular employees shall have the right to present a grievance or appeal of disciplinary action or substandard performance evaluation.
 4. Except as specifically provided below, this Article does not apply to Introductory or Extra Help employees.

B. Basic Rules:

1. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
2. Because most problems can be more directly addressed by the immediate supervisor, if any employee has a problem or suggestion for improvement, he or she is encouraged to speak first directly with his or her supervisor. Supervisors are expected to give careful objective consideration to employee complaints and to respond in a timely manner.
3. If after a reasonable period of time (at least 48 hours) the employee does not feel the situation is fully resolved or is not satisfied with the decision or if there is a reason why the employee does not wish to involve the direct supervisor, the employee may communicate orally or in writing to the next supervisor level.
4. No claims shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.
5. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that the employee or the Library might otherwise have to the other's files.
6. By mutual agreement of the employee, the Director and OCEA, any step of the procedure may be waived.
7. By mutual agreement of the employee, the Director and OCEA, the time limits at any step in the procedure may be extended.

8. Every reasonable effort shall be made by the employee and the Library to resolve a grievance/appeal at the lowest possible step in the procedure.

C. Submission of Grievances:

1. Any employee or a recognized employee representative shall have the right to present a grievance. No employee shall be hindered from or disciplined for exercising this right.
2. If any two or more employees have essentially the same grievance, they may, and if requested by the Library must, collectively present and pursue their grievances if they report to the same immediate supervisor.
3. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Director, appoint one (1) or two (2) to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted.

D. Employee Representation:

1. An employee may represent himself or herself or may be represented by a recognized Library employee organization.
2. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at advisory arbitration, and, if necessary shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation of OCEA's position shall not include comments regarding the merits of the grievance. All advisory arbitration decisions shall be given the same weight for precedent.

E. Time off for Processing Grievances/Appeals:

1. Reasonable time off without loss of pay shall be given to:

An employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter.

2. The following sections shall apply in all cases to the reasonable time off without loss of pay:

The grievant shall not interrupt or leave his or her job to pursue the

grievance or appeal if his or her supervisor determines that such interruption or absence will unduly interfere with the work or the unit in which the grievant/appellant is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

F. Grievance/Appeal Steps:

1. Immediate Supervisor: An employee may formally submit a grievance to the immediate supervisor within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the immediate supervisor and/or other representative(s) as may be designated by the Director shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

2. Library Director: If the grievance/appeal is not settled under step one and it concerns:
 - a. An interpretation or application of this Memorandum of Understanding;
 - b. A substandard performance evaluation;
 - c. Deferral or denial of a merit increase or a dispute about the number of steps granted;
 - d. A written reprimand;
 - e. A discharge of any regular, introductory, or extra help employee alleging discrimination; or
 - f. Any suspension or reduction of a regular employee; or
 - g. A discharge of a regular employee;

it may be appealed in writing to the Library Director within seven (7) calendar days after mailing of the written decision from Step One. Appeal of a suspension, and/or reduction, or discharge may be submitted in writing at Step Two within ten (10) calendar days after receipt of the notice of suspension, reduction or discharge. Within fourteen (14) calendar days of receipt of the written grievance/appeal, the Library Director or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant.

The Library Director may find that the order complained of shall be rescinded, modified or upheld. The decision of the Library Director in paragraph b, c, or d above shall be final and binding and shall not be referable to advisory arbitration. The decision of the Library Director in paragraph f above shall not be referable to advisory arbitration, but a request for mediation may be presented as described in paragraph G below.

G. Referrals to Mediation:

1. If a grievance is not resolved under Step Two (f) above, in the case of a suspension or reduction of a regular employee, a request for mediation may be presented in writing to the Library Director within seven (7) calendar days from the date a decision was rendered at Step Two. Within ten (10) days of receipt of the request, the Library Director shall notify the grievant in writing whether or not the Library agrees to mediate the grievance. If the Library does not agree to mediate the matter, the decision of the Library Director in Step Two will be final and binding.
2. If the Library agrees to mediation of the grievance, a qualified mediator, mutually agreed to by the Law Library and OCEA, shall be selected and hear the grievance.
3. Any costs incurred for a qualified mediator shall be shared equally by the employee and the Law Library.

H. Referrals to Advisory Arbitration:

Grievances:

1. If a grievance is not resolved under Step Two (a), (e) or (g), a request for advisory arbitration may be presented in writing to the Library Director within seven (7) calendar days from the date a decision was rendered at Step Two. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.
2. The parties shall either sign a joint issue submission statement or execute and sign separate alternative issue statements after discussing the issues. In either case, the parties shall send copies of their joint or separate submission statements to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

3. The arbitration shall be held pursuant to the rules of the American Arbitration Association, with costs, including a certified shorthand reporter's transcript of the proceeding, to be paid one-half by each party unless the arbitrator(s) determines otherwise.
4. The arbitration decision shall be written and shall include a certified shorthand reporter's transcript of the proceedings. The arbitrator's opinion shall be presented to the Board of Trustees which may accept or reject in whole or in part the arbitrator's decision, based upon the transcript and the arbitrator's written decision.

Section 25: MILEAGE ALLOWANCE/COST REIMBURSEMENT

- A. An employee who is authorized to use a private vehicle in the performance of his or her duties shall be paid for the mileage driven during each monthly period according to the rate paid by the County of Orange for mileage reimbursement.
- B. Employees shall be reimbursed actual costs incurred on behalf of the Library and authorized in advance by the Director.

Section 26: TUITION REIMBURSEMENT PROGRAM

A. Objectives:

The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will:

1. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.
2. Help prepare them for advancement to positions of greater responsibility in Library service.

B. Eligibility of Courses for Tuition Reimbursement:

The following criteria shall be used in determining the eligibility of courses for tuition reimbursement.

1. Courses must be related to the work of the employee's position or occupation.
2. Courses must have reasonable potential for resulting in savings or in more efficient service.

3. Courses must be taken on employee time.
4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him or her from attending local courses.
5. The prerequisite courses for eligible courses are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses which are neither eligible in themselves, nor prerequisites for eligible courses, but which are required for the completion of a Master's or Doctor's degree in a work-related field are eligible for tuition reimbursement.

C. Eligibility of Employees for Tuition Reimbursement:

Regular employees, performing their jobs satisfactorily, are eligible for reimbursement.

D. Nature of Reimbursement:

1. Reimbursement may be made for tuition, registration fees, and laboratory fees. Expenses for parking, travel, meals, books and other incidental costs are not reimbursable.
2. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate course. No reimbursement shall be made for audited courses or incomplete courses.
3. Reimbursement shall be limited as follows:
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee from the Library in one fiscal year shall be one thousand three hundred dollars (\$1,300.00).
 - c. No employee will be reimbursed for expenses totaling less than five dollars (\$5.00) for a single course.
 - d. Reimbursement received from other sources for tuition,

registration fees, and/or lab fees will be deducted from the cost of such expenses in determining the amount which the Library will pay.

E. Outline of Procedure for Tuition Reimbursement:

1. The employee shall apply for tuition reimbursement on forms provided by the Director within thirty (30) calendar days after the starting date of the course.
2. The Director shall evaluate the request for reimbursement and determine approval or denial.
3. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Director as soon as possible. The employee shall also evaluate the course in writing.
4. Upon being informed of certification by the Director, the Auditor shall issue a warrant to the employee for reimbursement.

Section 27: EDUCATIONAL, PARAPROFESSIONAL, & PROFESSIONAL REIMBURSEMENT PROGRAM

A. Objective

Create an Educational, Paraprofessional, and Professional Reimbursement Program designed to support Law Library employees who continue their professional development through a variety of opportunities. This program is in addition to the current tuition reimbursement program outlined in Section 26. To qualify for reimbursement and/or leave with pay, the program or activity must:

1. Be related to the work of the employee's position or occupation.
2. Have the reasonable potential for contributing to achieve the Law Library's operational goals and objectives.

B. Eligible Employees

All full-time regular and part-time regular employees with standard or better performance are eligible to participate in the program.

Part-time employees who attend approved courses outside their regularly scheduled work hours will receive non-cashable compensatory time.

C. Reimbursement Eligibility

1. The following are eligible for reimbursement:
 - a. Accredited courses related to obtaining a masters or Ph. D.
 - b. Accredited certificate programs.
 - c. Courses related to obtaining or maintaining a professional certification, license, or accreditation.
 - d. Registration costs associated with professional conferences, conventions, and seminars.
 - e. Fees related to certifications or accreditations.
 - f. Professional association membership fees.
2. Courses are not eligible for reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c. Duplicate available in-service training.
 - d. Duplicate training which the employee has already completed.
 - e. Are not job related.

D. Nature of Reimbursement

1. Reimbursement may be made for tuition, registration, and lab fees.
2. Expenses for travel, meals, and lodging are not reimbursable through this program.
3. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate course.
4. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.

5. If an employee is receiving reimbursement from another source that covers a portion of the cost, the Law Library will only pay the remaining amount, after other reimbursements are exhausted.
6. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$500.00.

E. Leave for Attendance at Professional Conferences

A regular employee shall, upon request, receive up to two (2) days (16 hours) Leave with Pay each fiscal year for attendance at professional conferences subject to following conditions:

1. A request must be made and approved in advance in the manner prescribed by the Law Library Director.
2. Attendance at conferences shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time within the division.
3. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate coverage, past record of conference attendance and applicability of the conference to the specific work assignment.
4. Attendance at conferences out of the general area will require approval of the Law Library Director.

F. Request Procedure

1. The employee shall apply for approval of reimbursement through the Law Library Director.
2. The Law Library Director will make efforts to approve the requests of employees when reasonably possible as outlined in the preceding policies.
3. The Law Library Director shall either approve or deny the application based on the criteria set forth in this policy. Approval or denial of the application shall be in the sole discretion of the Law Library Director, based on all relevant factors, including the operational needs of the Library.
4. Upon completion of an approved course, or payment of fees for approved memberships, licenses, certificates or accreditations, the

employee shall furnish proof of payment and proof of grade (where applicable) or copy of seminar outline or conference material (where applicable) to the Law Library as soon as possible.

5. Upon approval of the Law Library Director, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

Section 28: COMPENSATION FOR EMPLOYEES

- A. In addition to the primary responsibility of the Board to determine classification and salary ranges, the Board may, upon recommendation of the Director, specify that the incumbent of a particular position shall occupy any step on the salary range.
- B. Employees shall receive compensation at the bi-weekly or hourly rate for the range and step or flat rate assigned to the class in which the employee is employed.
- C. Salary ranges and pay rates for various classifications shall be as set forth in the attached Exhibit A. These rates shall be effective June 28, 2013 reflecting a 1% general wage increase, and June 27, 2014, reflecting a 1% general wage increase.

Section 29: PAY FOR NEW EMPLOYEES

- A. Upon the recommendation of the Director, the Board may authorize recruitment of professional employees at a step higher than the first step of the salary range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range or authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships and may fix new merit increase eligibility dates.
- B. The Director may authorize the appointment of non-professional employees at any of the first five (5) steps of the salary range. Such appointments shall be made only when the Director makes a determination that there is a direct and measurable benefit to the Library for such appointments. In determining whether or not the provisions of this paragraph shall be applicable to a class or an individual applicant, the Director shall consider the extent to which the following factors characterize the class or individual applicant:
 1. It is one in which an individual applicant's previous training and experience enable him or her to make a greater contribution than a less experienced employee.

2. It is one in which there is difficulty in recruiting qualified experienced applicants in the class.
3. It is one in which the performance of the incumbents in a class has a significant impact on Library programs and policies.

Appointments at advanced steps under the provisions of this paragraph shall be based on an evaluation of the quality and quantity of an applicant's training and experience.

Section 30: MERIT INCREASE WITHIN RANGE

- A. Extra help employees shall not be eligible for merit increases within range.
- B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation or decision of the Director.
- C. A new employee in a regular position shall have a merit increase eligibility date, which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of the fifty-two (52) week intervals.
- D. An employee in a part time regular position who has not completed one thousand forty (1040) regularly scheduled hours by the first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) regularly scheduled hours. Likewise, an employee in a part-time regular position who has not completed two thousand eighty (2080) regularly scheduled hours between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) regularly scheduled hours. When an employee's record consists of a combination of full-time regular and part-time regular service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. Merit increases may be granted for one (1), two (2), three (3), or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a one (1) step increase.
- F. If, in the Director's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the Director may defer a decision regarding the merit increase any number of pay periods but not to exceed thirteen (13) pay periods. The

employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth (13th) pay period. The employee's merit increase eligibility date shall not be changed by such deferment.

- G. The Director shall notify the Auditor-Controller in writing of all merit increases and such notification shall constitute authorization for the Auditor-Controller to make payment to the employee at the higher rate. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee be recommended for the merit increase, the Auditor-Controller shall compensate the employee for the additional salary the employee would have received dating from the merit increase eligibility date.

Section 31: SALARY ON PROMOTION

A regular employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would constitute a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the new range. A new merit increase eligibility date shall be established which will be the first day of the pay period following the completion of the first twenty-six (26) weeks of service in the class.

Section 32: POSITION CLASSIFICATION PLAN

A. Classification and Reclassification of Positions:

1. The Position Classification Plan of the Law Library shall consist of the class titles and class specification[s] adopted by the Board of Trustees.
2. The Law Library Director shall administer the Position Classification Plan for all positions in the Library.
3. Any classification or reclassification of a position shall be based upon an investigation and analysis of the duties and responsibilities assigned to the position. The Law Library Director is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the position Classification Plan.
4. All decisions regarding classification or reclassification of a position shall be the responsibility of the Board of Trustees, which shall have sole authority and discretion in making such decisions.
5. The Law Library will provide OCEA with information concerning any new classification specification for any proposed class relevant to this Bargaining Unit. The Law Library agrees to meet and confer with

OCEA on the salary range and introductory period for any proposed change in a classification.

B. Procedure for Requesting Reclassification of a Position:

1. An employee who believes his or her position is not properly classified may submit a written request for review of the position classification to the Law Library Director. Such requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.
2. The Director will review the request and determine if a reclassification is appropriate. The Director will provide a response to the employee within 30 days of submission of the request. The time for response by the Director may be extended upon mutual agreement of the Director and OCEA.
3. If the request is recommended for approval, the Director shall submit the proposed reclassification to the Board of Trustees for approval. The Director shall also advise the OCEA of the request, pursuant to paragraph A.5 above.
4. If the request is denied, the Director shall so advise the employee and the OCEA.
5. All decisions regarding classification or reclassification of a position shall be the responsibility of the Board of Trustees, which shall have sole authority and discretion in making such decisions. If requested by the Employee and/or OCEA, the Law Library Director shall meet and discuss with the Employee and/or OCEA the Law Library's denial of classification request.

Section 33: NUMBER AND CLASSIFICATION OF ACTIVATED POSITIONS

- A. The number of activated regular positions shall be as designated by the Board.
- B. The Director is authorized to reclassify positions when such reclassifications are consistent with classification concepts, classification specifications, and salaries adopted by the Board.
- C. The Director is authorized to reclassify positions resulting from organizational changes only after review and approval by the Board.
- D. The Director may appoint extra help employees as needed.

Section 34: SALARY PAYMENT PROCEDURE

- A. A pay period shall cover fourteen (14) calendar days and shall start on a Friday and end with the second Thursday thereafter. Employees shall be paid about eight (8) days after the end of a pay period, usually on a Friday.
- B. Effective July 1, 2010, all employees will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.

Section 35: LAYOFF PROCEDURE

A. General Provisions:

- 1. If the Board of Trustees determines that a reduction in the workforce is warranted because of lack of work, reorganization, or other considerations, it will reduce the work force through layoff.
- 2. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- 3. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the Law Library, as determined by the Director.
- 4. When two (2) or more departments are consolidated or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved departments shall be subject to layoff if one is necessary.

B. Procedure:

- 1. Employees shall be selected for layoff after departmental analysis by the Director. Fair and consistent treatment will be applied.
- 2. Layoffs may be implemented on a department-wide basis in one or more departments. Employees shall be selected for layoff based on consideration of a combination of factors, including but not limited to, employment status, past performance and productivity, qualifications, skills, attitude, attendance and punctuality.
- 3. In cases where the Director determines that general performance and other factors are equal, length of continuous service will be considered in selecting employees for layoff. Suspension shall remove one year length of service for purposes of layoff. For purposes of this section, only the most recent performance evaluation or notice of suspension

will be considered.

4. Length of service for the purpose of determining layoff order is defined as the total number of full and partial months that the employee has worked for the Law Library, not including any periods during which the employee was on a Departmental Leave or Official Leave as described in Section 20 and 21 of the Memorandum of Understanding.
5. All benefits and benefits accruals will cease upon layoff, including insurance coverage for the employee and any dependents. Annual Leave benefits will be paid according to the provisions as described in Section 11 of the Memorandum of Understanding. Benefits continuation coverage will be available pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

C. Re-employment:

1. Employees shall be eligible for re-employment for one year from the date of their layoff.
2. In order to be eligible for re-employment, an employee has the responsibility to keep the Law Library informed as to his or her current address and telephone number.
3. Re-employment notices will be sent by U. S. Mail, to the last known address.
4. An employee must respond within five (5) working days after mailing of the notice to return to work and must return to work within ten (10) days or lose his or her re-employment privileges.
5. Upon re-employment, an employee shall receive full credit for all time of service prior to layoff, as it applies to accrual rates for benefits such as annual leave and leaves of absence. An employee recalled from layoff shall begin to accrue these benefits at the same level of accrual that applied at the time of layoff. Employees will not, however, be re-credited with any accrued time off which was paid out at the time of layoff. Any accumulated annual leave time in the employee's account as of the date of layoff which was not paid out at the time of layoff shall be restored. Reinstatement to the Orange County Retirement System shall be in accordance with its rules and regulations. The benefits restored to the employee hired after layoff shall be in accordance with the Personnel Resolution and/or Memorandum of Understanding in effect at the time of re-employment.

Section 36: WORK PLACE REGULATIONS

- A. The Library reserves the right, upon reasonable cause, to search work stations, lockers, and desks at the work place for illegal drugs, alcohol, weapons, or stolen property.
- B. The employee does not have any reasonable expectation of privacy in and may not withhold permission for the Library searches of company supplied containers, including desks, lockers, tool boxes, and company vehicles.
- C. The Library retains the right to access information. Although employees may have individual access codes to voice mail, E-mail, and computer network systems, these systems are accessible at all times by the Library and may be subject to periodic, unannounced inspections by the Library for business purposes. All system pass codes must be available to the Library, and employees may not use pass codes that are unknown to the Library. Backup copies of E-mail and voice mail may be maintained and can be referenced for business and legal reasons.
- D. Uses of computer systems are restricted to the Library's business. Employees are not permitted to use the Library's information systems in any way that may be disruptive or offensive to others, including but not limited to the transmission of any message which may be construed as harassment or disparagement of others.
- E. Each Library employee is expected to present a clean and professional image to customers, co-workers, and management.
- F. The Library hereby adopts an Injury and Illness Prevention Program (IIPP). Each employee shall comply with its procedures and fulfill its requirements.
- G. In order to prevent violence, the Library requires that each employee report all threats of violence, both direct and indirect, as soon as possible to that employee's supervisor or to any other available supervisor. Each employee is encouraged to cooperate fully with law enforcement, and medical personnel who respond to any calls for help. Each employee is encouraged not to put himself or herself in any peril.
- H. The Library administers a Dependent Care Assistance Program that allows employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.
- I. In accordance with County of Orange restrictions, smoking is strictly prohibited in any office building or enclosed premises of the Library, including lunch rooms, restrooms and lounges, or in any Library vehicle.

- J. The work place shall be drug free for all employees in order to provide a safe and healthy work environment. The illegal use, sale, distribution, or possession of narcotics, drugs, or controlled substances while on the job on property maintained by the Library will result in immediate discharge. Conviction for the illegal sale, use, or possession of narcotics, drugs, or controlled substances off duty or off the Library's property also may result in discharge. The policy does not apply to the legal use of controlled substances such as prescription drugs prescribed by a licensed physician or over the counter medications that are purchased at a store.
- K. In order to protect the rights of the employees and the patrons of the Law Library and to avoid disruption within the Law Library premises, employees may not engage in political activity inside the Library premises during the working hours of the Law Library or display political material(s) inside the Law Library premises, except as otherwise specifically required by law.

Section 37: PARKING

- A. Employees will be reimbursed up to \$100.00 per month for parking or public transportation expenses upon submission of appropriate receipts.
- B. If an employee qualifies for and has received a current, valid Department of Motor Vehicles disabled parking certificate, then the parking reimbursement shall be calculated in order for the employee's cost not to exceed the monthly amount paid by most other employees.
- C. During the winter months when it gets dark before the Law Library closes, employees working on Saturday will be allowed to move their cars to the Superblock Parking Lot (adjacent to the Library) during their shift break. The cost of this partial-day parking will be reimbursed upon submission of appropriate receipts.

Exhibit A: Salary Schedule

SALARY SCHEDULE AS OF JUNE 26, 2015 (1.0 Percent General Wage Increase Added)												
RANGE	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY		ANNUAL
3	1437.60	17.97	1510.40	18.88	1583.20	19.79	1663.99	20.80	1747.23	21.84		37,377.60 - 45,427.20
6	1545.66	19.32	1623.18	20.29	1704.79	21.31	1789.66	22.37	1880.25	23.50		40,185.60 - 48,880.00
14	1880.25	23.50	1973.60	24.67	2071.21	25.89	2175.67	27.20	2284.21	28.55		48,880.00 - 59,384.00
20	2175.67	27.20	2284.21	28.55	2397.64	29.97	2517.61	31.47	2644.92	33.06		56,576.00 - 68,764.80
24	2397.64	29.97	2517.61	31.47	2644.92	33.06	2775.49	34.69	2915.85	36.45		62,337.60 - 75,816.00

SALARY SCHEDULE AS OF JUNE 24, 2016 (1.0 Percent General Wage Increase Added)												
RANGE	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY		ANNUAL
3	1451.49	18.14	1524.85	19.06	1599.03	19.99	1680.63	21.01	1764.70	22.06		37,731.20 - 45,884.80
6	1561.11	19.51	1639.41	20.49	1721.84	21.52	1807.56	22.59	1899.05	23.74		40,580.80 - 49,379.20
14	1899.05	23.74	1993.84	24.92	2091.92	26.15	2197.43	27.47	2307.05	28.84		49,379.20 - 59,987.20
20	2197.43	27.47	2307.05	28.84	2421.62	30.27	2543.20	31.79	2671.36	33.39		57,137.60 - 69,451.20
24	2421.62	30.27	2543.20	31.79	2671.36	33.39	2803.24	35.04	2945.60	36.82		62,961.60 - 76,585.60

**MEMORANDUM OF UNDERSTANDING
2015-2017
ORANGE COUNTY PUBLIC LAW LIBRARY
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
FOR THE
ORANGE COUNTY PUBLIC LAW LIBRARY UNIT**

ORANGE COUNTY
EMPLOYEES ASSOCIATION

ORANGE COUNTY
PUBLIC LAW LIBRARY

Michele A. Dulson Date
Orange County Public Law Library Unit

Maryruth Storer, Director Date
Orange County Public Law Library

Debra White Date
Orange County Public Law Library Unit

Aaron Peardon Date
Senior Labor Representative
Orange County Employees Association

Heather Sutherland Date
Labor Representative
Orange County Employees Association