

MINUTES
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
BOARD OF TRUSTEES MEETING
LAS VEGAS, NEVADA
SEPTEMBER 14, 2006
(approved November 9, 2006)

The Board of Trustees of the Las Vegas-Clark County Library District met in regular session in the West Las Vegas Library, Las Vegas, Nevada, at 6:00 p.m., Thursday, September 14, 2006.

Present: Board: V. Davis-Hoggard F. Sponer
A. Arthurholtz K. Benavidez
T. Wong K. Carter
L. Overstreet L. Harala
A. Aguirre

Counsel: G. Welt

Absent: E. Sanchez

Staff: Daniel L. Walters, Executive Director
Numerous Staff

Guests: Thomas Schoeman, CEO, JMA

V. Davis-Hoggard, Chair, called the meeting to order at 6:01 p.m.

Roll Call All members listed above represent a quorum. Chair Hoggard noted that Trustee Sanchez's absence is excused. Trustee Harala arrived at 6:07 p.m.

Agenda Chair Hoggard proposed changing the order of the Agenda. Items VI.A.1-7 moved to after Item VIII.D. Item VI.B. moved to after Item X. Trustee Aguirre moved to approve the Agenda as changed. There was no opposition and the motion carried.

Executive Session for labor negotiations briefing by staff and Counsel. (Item III) Chair Hoggard moved that the Board adjourn into Executive Session for labor negotiations briefing by staff and counsel. Hoggard indicated it was to be a closed session and no action would be taken.

There was no opposition and the motion passed. The meeting was recessed at 6:03 p.m.

Chair Hoggard moved that the Board resume. There was no opposition and the motion passed. The meeting resumed at approximately 7:05 p.m.

Approval of Proposed Minutes Regular Session, July 13, 2006, Risk Management Committee, July 13, 2006 and Design Workshop, July 20, 2006. (Item IV) Trustee Arthurholtz moved to approve the Minutes of the Board of Trustees Meeting held July 13, 2006. There was no opposition and the motion passed with Trustee Carter abstaining. Trustee Arthurholtz moved to approve the minutes of the Risk Management Committee Meeting held July 13, 2006. There was no opposition from Committee members and the motion passed with Trustee Carter abstaining. Trustee Aguirre moved to approve the minutes of the Design Workshop held July 20, 2006 with the following amendment:

1. Remove the words, "over 70" from the last paragraph on page two. Noted by Trustee Wong.

There was no opposition and the motion carried with Trustee Carter abstaining.

Chair's Report
(Item V.)

Chair Hoggard asked Trustees to check their schedules to confirm a quorum would be present at the October Board meeting, which will be held on Tuesday, October 10. Chair Hoggard will be unable to attend; Vice-Chair Sponer will chair. Trustees confirmed attendance for a quorum.

Chair Hoggard also asked Trustees to confirm their attendance at the Thursday, November 9 Board meeting. Trustees confirmed attendance for a quorum.

Chair Hoggard congratulated Trustee Wong on his recent award as "Trustee of the Year" by the Nevada Library Association and thanked him for his continuing dedication to the District. There was a round of applause for Trustee Wong.

Chair Hoggard congratulated Trustee Sanchez for the interesting story and flattering photograph in the July issue of Las Vegas magazine. Trustee Sanchez also appeared on the County television channel when Chair Hoggard turned it on at 4:00 a.m. recently, giving viewers information about McCarran Airport.

Chair Hoggard announced the 2006-2007 Board Committees:

STANDING COMMITTEES:

Executive Committee: Verlia Davis-Hoggard, Chair, Francie Sponer, Vice-Chair, Kelly Benavidez, Andi Arthurholtz

Finance and Audit Committee: Andi Arthurholtz, Chair, Louis Overstreet, Francie Sponer, Tim Wong, Kelly Benavidez, Elaine Sanchez, Larry Harala

Risk Management Committee: Ken Carter, Chair, Andi Arthurholtz, Francie Sponer, Aldo Aguirre, Larry Harala

Bylaws Committee: Louis Overstreet, Chair; Francie Sponer, Andi Arthurholtz, Larry Harala and Counsel Gerald Welt

SPECIAL/AD HOC COMMITTEES:

Legislative Committee: Verlia Davis-Hoggard, Chair, the Board will serve as a Committee of the Whole

Las Vegas Art Museum Board Representation: Aldo Aguirre, Kelly Benavidez

Unfinished Business
(Item VII.)

None.

Consent Agenda:

Trustees Aguirre and Benavidez disclosed that they serve on the Board of the Latin Chamber of Commerce with Mr. Robert Gomez of Magic

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1. Discussion and possible Board action to approve the days of closing for calendar year 2007.

Brite Janitorial, one of the firms proposed for a janitorial service contract. Both stated they had no involvement in the contract negotiation.

Trustee Overstreet disclosed that he serves on the Board of the Valley Center Opportunity Zone Community Development Corporation with Mr. Gomez, had no involvement in the contract negotiation and therefore had no conflict.

2. Discussion and possible Board action to adopt a revision to the policy on longevity payments to employees.

Counsel Welt declared that no conflicts existed.

Trustee Sponer moved to approve the Consent Agenda in its entirety. There was no opposition and the motion passed.

3. Discussion and possible Board action regarding contract award to TestMarc_x for the LEED certification testing and commissioning for Centennial Hills Library.

4. Discussion and possible Board action regarding contract awards for janitorial maintenance services.

5. Discussion and possible Board action regarding contract awards for landscape maintenance services. (Items VIII.A.1-5)

Discussion and possible Board action regarding approval of the Design Development Phase for the Centennial Hills Library. (Item VIII.B.)

General Services Director Steve Rice presented this item. He introduced Thomas Schoeman, CEO of JMA to present the Design Development plans to the Board.

Mr. Schoeman explained that the Design Development Phase was a further refinement from the Schematic Design Phase presented at the July 13 Board meeting. Using plans mounted on easels, Schoeman described the changes made since the Schematic Design Phase, which incorporated District staff and Board input. Several progress/review

meetings have been conducted with JMA and the District's Centennial Hills Library building committee through the Design Development Phase as well as a Design Workshop for Trustees.

Mr. Schoeman explained the site plan, elevations, and the building layout which included the location of separate adult and children's collections, computer areas including a homework help center, community meeting room, operations center for sorting books and staff space. The lighting plan was provided. Finish options for the interior and exterior were also described and samples shown.

Mr. Schoeman said the project was on schedule and he expects construction beginning in April, 2007. He then explained the updated budget. The current estimate is 2% over the anticipated budget which includes an 18% contingency and escalation factor. JMA will adjust the base proposal items prior to putting the project out to bid, and include certain finish items as options (e.g., masonry-base, stone-option) so the Board can make a final decision once the construction bids are received.

Mr. Walters said he met with Trustee Sanchez earlier in the week and discussed the Design Development proposal. She was very pleased at how the project is moving forward and expressed her support.

Mr. Schoeman expressed his thanks to District staff for their input and prompt response to JMA's many detailed questions as they moved through the process.

Trustee Benavidez moved to approve the Design Development Phase for Centennial Hills Library and to authorize the Executive Director to have JMA Architecture Studios proceed with the Construction Documents Phase. There was no opposition and the motion passed.

Mr. Walters thanked the staff Centennial Hills building committee for their hard work. There was a round of applause.

Discussion and possible Board action to declare fines and fees totaling \$882,575.31 that are five years old, dating from the year 2001, as uncollectible and purge from District records. (Item VIII.C.)

Deputy Director Morss presented this item. He emphasized that this is not a "forgiveness" program and gave a brief summary to the Board of collection efforts made by the District including notices and the yearly Amnesty Week program.

There are 10,378 outstanding accounts from the year 2001. Approximately 2,500 accounts show less than \$25.00 owed. If these patrons had returned these items during an Amnesty week, their fines and fees would have been waived. For those patrons who owe more than \$300, their library cards will be manually blocked so they will not be able to get a new card and check out items until they clear their outstanding charges.

Staff again recommends that the Board declare fines and fees that are older than five years as uncollectible. By clearing these fines and fees

the District will be able to purge these inactive patrons and delete these items from the database.

Chair Hoggard asked Mr. Morss to confirm that patrons are advised they will be subject to collection efforts should they not return District materials at the time they apply for a library card. Morss confirmed that all patrons are provided the District's policy and procedures at the time they receive a new library card. The policy and procedures describe how items circulate and what happens if District materials are not returned on time, which includes being reported to a collection agency.

Trustee Carter moved to declare all fines and fees accrued in 2001, totaling \$882,575.31 as uncollectible and authorize staff to purge from District records. There was no opposition and the motion passed.

Discussion and possible Board action to authorize the Executive Director to execute a contract for Materials Security and Automated Materials Handling System consulting services with Joseph Ford & Associates. (Item VIII.D.)

IT Director Al Prendergast presented this item. In May 2005, the District completed its most recent *Strategic Service Plan* which called for the District to complete an investigative study for implementing self-charge capabilities. The *Strategic Plan* cited the critical need for the District to identify new technologies necessary to provide needed efficiencies to assist staff with handling the over 95% increase in library circulation that has occurred over the past few years.

In reviewing emerging technologies, the greatest potential for accomplishing these tasks appears to be through the leveraging of Radio Frequency Identification (RFID) technology. RFID technology will simplify the self-charge function and assist with sorting, security, and inventory of District materials by both District staff and patrons.

Joseph Ford & Associates is a library automation consulting firm that assisted the District on the procurement of the Innovative Interfaces, Inc. Integrated Library System. As a result of this experience with Mr. Ford and his knowledge of our systems, staff recommends that it would be best to contract with Joseph Ford and Associates for these services.

Mr. Walters disclosed that he has known Mr. Ford since graduate school and Mr. Ford has worked at other institutions where Mr. Walters has been a CEO. Walters advised the Board that Mr. Prendergast had negotiated contract terms with Mr. Ford. Mr. Welt declared that no conflicts existed.

Trustee Sponer moved to authorize the Executive Director to negotiate a contract, subject to approval by counsel, with Joseph Ford & Associates for Materials Security and Automated Materials Handling System consulting services not to exceed \$67,280 for professional services, \$10,000 for travel expenses and \$500 for other expenses. There was no opposition and the motion passed.

Executive Director's Report (Item VI.A.)

Chair Hoggard complimented District staff on their many activities and moved to accept Reports VI.A. 1-7 with the exception of the Director's

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Report which she would like Mr. Walters to present. There was no opposition and the reports were accepted.

In addition to his written report presented to Trustees, Mr. Walters acknowledged again the work of District staff and mentioned his work on the ongoing labor negotiations which will be discussed later in the meeting.

Public Services and Security Report (Item VI.A.1.)

Approved.

Business Office Report (Item VI.A.2.)

Approved.

Human Resources Report (Item VI.A.3.)

Approved.

Technology Report (Item VI.A.4.)

Approved.

General Services Report (Item VI.A.5.)

Approved.

Marketing Report (Item VI.A.6.)

Approved.

Development Report (Item VI.A.7.)

Approved.

Public Comment (Item X.)

Sixteen people were signed up for Public Comment. Mr. Welt reminded Trustees that Board policy allows each speaker to have a maximum of three minutes to speak with a total of forty-five minutes allowed for this Item. If more than fifteen people are signed up, the Chair can proportionally reduce the time allotted to each speaker.

Mr. Welt then confirmed that Mr. Gary Mauger, the representative of the Teamsters Union, had requested additional time. Welt indicated that, while normal Board policy does not allow any speaker in Public Comment to give up their time to another speaker, due to the interest in recognizing Mr. Mauger's representation of the union, the Board will allow other people signed up for Public Comment to give up their time to allow Mr. Mauger to speak for a maximum of twenty minutes. Mr. Welt then asked that each person signed up for Public Comment be polled to confirm their agreement to give up their time to Mr. Mauger.

Larry Griffith, Kim Conklin, Becky Monaco, Anthony Hudson, Arthur K. Cabrales, Antonio Rosales, John Stephens, Denise Gerdes, Susan Williams, Sally Feldman and Yolie Flores yielded their time to Mr. Mauger.

Deborah Jackson, Beatrice Turner and Addie Hudson did not yield their time.

There was one unreadable name. No one came forward to acknowledge.

Mr. Welt announced that the individuals who did not yield their time would speak in the order in which they signed up for three minutes per person. Mr. Mauger would speak last.

Deborah Jackson – 1950 Simmons St, #1155, Las Vegas. Described herself as a former District employee and community activist who supports the union and District staff. She is speaking because she is concerned about the issues under negotiation such as longevity, seniority and health benefits.

Ms. Jackson told the Trustees that the employees were the reason that the District won the Library of the Year award in 2003, not the Director, Jackson stated that the Board owes the employees a contract that works for them so they can take care of their families.

Ms. Jackson also complained about automation in the District, changes she said would eliminate the circulation desk. Jackson questioned what would happen to the circulation staff. She stated that staff wanting more money is not an issue of greed, just a desire for a livable wage.

Ms. Jackson told Trustee Overstreet she had read an article about him that described his work with the union to get workers education so people could have a union job. She told him he should then understand the importance of union jobs. She then told Mr. Walters he should retire.

Beatrice Turner – West Las Vegas, no further address. Ms. Turner asked why employees had to fight to get the benefits they need. She accused the Trustees of allowing the current situation to develop. She questioned the presentation of the new library plans that didn't allow the audience to see what the Trustees were seeing and questioned if the presentation would have been different at another library. Ms. Turner then told Trustee Overstreet that he should know how important the union is, based on his community activities. She mentioned she was running for Constable and would appreciate everyone's vote.

Addie Hudson – 1950 Simmons St, #1157. Ms. Hudson stated she had just moved from Louisiana. She told the Trustees that they did not have to worry about money, unlike the Library Board in New Orleans,

and that the employees should have their contract so they could keep

their houses and their cars.

Gary Mauger – 655 Lava Falls Drive, Las Vegas. When Mr. Mauger's name was called, some members of the audience stood up holding signs supporting the union and applauded. They stood throughout Mr. Mauger's comments.

Mr. Mauger told the Board he was present to tell the other side of the story about the negotiations between the District and the union. Mauger said the Executive Director has decided he wants the absolute power and discretion to pick and choose employees to fill vacancies.

Mr. Mauger then said that the current contract contains mutually agreed upon language that has been included for the past eight years. He also said the union was receptive when the District requested changes mid-term regarding promotions and changes in the manager's contract.

Mr. Mauger said that now, the District, led by its Executive Director, wants to make changes at the expense of its current employees. Mauger mentioned that the Executive Director had been in the news recently describing the money the Library District has saved since the defeat of the last bond issue. Mauger said the amount was approximately \$20 million, with approximately \$10 million more savings projected in the near future. He said the savings have come on the backs of current District employees. He also said that the District continues to grow as does the rest of the valley and the number of full time employees should have the opportunity to grow with the District.

Mr. Mauger said, in the last five years, the number of part-time employees doing bargaining-unit work within the District has grown significantly. Currently, stated Mr. Mauger, the District employs 326 full-time employees and 372 part-time and temporary employees. Most of the part-time employees receive lower wages and no benefits in comparison to their full-time counterparts. Mauger said that by not paying benefits and keeping wages low for the part-time employees, the District has pocketed the savings.

Mr. Mauger continued by saying that the Library District has enjoyed many number one rankings and is considered to be one of the top library districts in the nation. Mauger said those achievements were not won solely by the Executive Director and his upper management team. He then said that the union negotiating team was told by the District's negotiating team that the District needs exemplary employees, not mediocre employees. Mauger said that has been the District's approach throughout the entire negotiating process. He then asked if that is the attitude of the District's management team that the District employees are only mediocre, then how has the District won so many national awards for excellence?

Mr. Mauger said that the District's management team is only as good as the front-line employees working within the Library District. He

characterized employees as continuing to go above and beyond to help the District maintain the highest standards while understaffed and overworked. He also claimed that, after the District received a recent HR award, several members contacted the union to say that the award was a joke and that whoever awarded the honor to the District should have spoken to the employees.

Mr. Mauger complained that during the five months of negotiations that the District's negotiating team acted unprofessionally and set an adversarial tone from the first meeting when they took exception to the union's first proposal. Mauger said the union negotiating committees took the high road instead of retaliating. After the District's union committee convened a workshop, the union negotiating team withdrew or amended two-thirds of the original proposal in order to move the process forward.

The District's proposal, according to Mauger, was one step short of "ludicrous" because it contained no pay increases, complete elimination of seniority, etc. Mauger says the District and the union have resolved part of the economic package, leaving five outstanding issues. The issues are seniority rights, wage and compensation study, building safety, the impact of new technologies, and the District's issue regarding the appropriate unit for staff classified Librarian I.

Mr. Mauger said the language protecting seniority rights along with the grievance and arbitration procedure are the backbone of all labor agreements and the union has spent much time negotiating to protect these rights. In an effort to meet the District's perceived needs, Mauger said the union offered compromises with no attempt by the District to meet the union halfway. In the last session with the District in an attempt to find a resolution, the union was told by the District's negotiating team, "that ship has sailed." Mauger said this was what caused the negotiations to stop completely.

Mr. Mauger said the disagreements are over language that has been in the contract for eight years regarding seniority (i.e. filling of vacancies and the selection process). The District is now telling the union that these issues are non-mandatory subjects of bargaining and refuse to discuss them further. He complained that the District is willing to spend taxpayer dollars to take the issue to court when it has been in the contract since the beginning. This stance has infuriated District employees.

Mr. Mauger asserted that the Executive Director and negotiating team are holding District employees hostage by not implementing the tentatively agreed-to issues. He said that the District's negotiating team threatened the union negotiators that if they did not agree to the District's proposals, union members would not see the tentatively agreed-to monetary package for at least three to four years until the issues are resolved in court.

According to Mr. Mauger, the negotiating stance of the District left an air of negativity and the Trustees can draw their own conclusions on

what happens when that occurs.

In order for the District to remain as a nationally recognized library district, Mr. Mauger said the District must recognize that the employers are number one, as they have given their all to the District and to not be recognized for that achievement is a slap in the face of what the employees are all about. Mr. Mauger said he sees how hard District employees, his members, work and that is why he is so passionate.

On a personal note, he stated he was a forty-year taxpaying resident of Clark County, raising children who have all enjoyed using the District facilities. Until now, Mauger said he had proudly seen the District flourish and grow, treating its employees with the same respect the District expects its staff to deal with its patrons. He says he is stunned and profoundly disappointed in the District's attitude by the stance taken in the negotiations and the general lack of respect the District is showing its employees.

Mr. Mauger hoped that when the Trustees retire to discuss this issue they will decide to treat employees with the dignity and respect they have earned. Mauger continued to say the Trustees could show that respect by directing the management staff to agree to binding arbitration on the outstanding issues. Otherwise, the union will only assume the Library District is indifferent to the recognition owed to their employees and is planning to further increase its savings account on the back of the employees.

Mr. Mauger declared that the union will take the fight further, to the commissions and the legislative branch as it is election season. He also said the issue is not over money, it is over workers rights and fairness. Mauger believes the District has not acted fairly. Some members of the audience applauded.

**Labor Negotiations
Status Report (Item
VI.B.)**

Greg Kamer, the District's representative for labor negotiations, began the presentation of this Item. While Mr. Kamer's name was announced, many members of the audience joined Mr. Mauger by walking out of the meeting.

Mr. Kamer said it was quite interesting that the union representatives and their constituents were walking out when he was going to outline the rest of the story.

Several audience members protested Mr. Kamer's opportunity to speak including those who had yielded their time to Mr. Mauger. Mr. Welt advised the audience that the Mr. Kamer's talk was part of the Labor Negotiations Status Report, on the Agenda after the Public Comment section. General Counsel Welt repeatedly informed those disrupting the meeting that the Board was hearing Item VI.B., "Labor Negotiations Status Report."

Mr. Kamer indicated that there had been thirty-one negotiating sessions, negotiating over four separate collective bargaining agreements. The union and the District had negotiated provisions that contain dignity,

respect, and fair and appropriate wages. Summaries of those agreements, including the economic package, were passed out at the request of Mr. Kamer and are attached to the minutes as Appendix A.

Mr. Kamer continued by saying that the Board has a responsibility, not only to District employees, but also to taxpayers and library users. The items already agreed to by the District and union are responsive to all three needs. Kamer said that he was putting in front of the Trustees and the public what has been agreed to, which is the result of careful and thoughtful negotiation. People can then see for themselves that a fair contract has resulted.

Mr. Kamer continued by saying that the areas about which the union and the District disagree are subjects that the law says are "non-mandatory subjects of bargaining." He also said that the District and the union have reached agreement on all mandatory subjects of bargaining. Kamer said the negotiations have broken down because the union has taken an illegal tact. It has insisted to the point of impasse on negotiating over permissive (non-mandatory) subjects of bargaining.

Mr. Kamer said that the union's illegal approach has caused the District to appeal to the Employment Management Relations Board (EMRB) and charge the union with unfair labor practices and illegal negotiating tactics. Kamer said the District has requested expedited consideration of the union tactics and are waiting for a determination from EMRB.

Mr. Kamer stated that there is a fair contract covering all mandatory subjects of bargaining and that the union, not the District, is holding the employee contract hostage based upon the union's illegal bargaining tactics. According to Kamer, unless the union abandons its illegal tactics, it will take years to have a contract for District employees. He reiterated that the contract is fair and appropriate for anyone who takes the time to review its provisions.

Mr. Kamer commented that it was interesting that Mr. Mauger said he would take the issue to the Legislature as it was the Legislature that said the disputed issues are non-mandatory and permissive subjects. It was also the Legislature that charged the administration, not the union, to determine who is eligible for positions by selecting the most qualified individual for any particular position.

Mr. Kamer said that the issue and problem here is that there is an industrial union that is used to representing private sector employees. In the private sector only rank and file employees are entitled to be in the union. By law, the public sector entity is charged with allowing supervisors, managers and hourly employees in the union. Supervisors and managers are not permitted in the union in the private sector. How does the law balance these rights? Kamer explained that the law provides that in the public sector, issues such as selection do not go to the union. Instead, to properly manage and be responsive to the Board's constituency of taxpayers and library users, the decision for selection stays with the local government employer.

Mr. Kamer said that the District believed that although promotion was not a mandatory subject of bargaining, at the negotiation table, the District was interested in trying to make an accommodation. The District offered a proposal to make any non-supervisor or non-manager (i.e. rank and file) position selection done on the basis of seniority. However, when it comes to professionals, supervisors and managers, the people who lead, the District wants to base selection on the most qualified individual for the job. The District believes, based upon the statute, that it is within its rights to do so.

Mr. Kamer concluded that he applauded the Board and the Executive Director for their leadership in offering to the union a fair contract, a good economic package, health insurance, benefits and job security. But in terms of direction, the District will determine who will get positions as managers and supervisors. Kamer stated that the District has only followed the law while all the union has done is lead its membership down a crooked path. He is hopeful they will reverse course. Kamer thanked Trustees for allowing him to speak at the meeting.

Chair Hoggard then stated that the Board's policy is not to discuss negotiations. The Board instructed its negotiating team at the start of negotiations to achieve a fair and equitable settlement with the union and has been briefed at every board meeting since negotiations began. Hoggard said there are two sides to every story, and the Board is not confident that all employees know the details of the Board's proposal and that it is proof of the Board's commitment and respect for its employees.

The union's insistence on trying to force the Board to agree on a matter that is not required by state law has created an impasse. As a result, the Board filed an unfair labor complaint in April and the union's position is responsible for the breakdown in negotiations.

Chair Hoggard said that Trustees do not intend to discuss these issues at future Board meetings, but in light of the fact that the union broke off negotiations, the Board will comment at this meeting on its position regarding current issues.

Chair Hoggard stated that the Executive Director and negotiating team have followed the Board's direction. The Board's proposal has the overwhelming support of all Trustees.

Chair Hoggard then announced that Trustee Wong who has served the longest on the Board and was present when the union was formed will speak for the Board of Trustees. The Executive Director will then outline the impact of the Board's financial offer to employees.

Trustee Wong said this is a very disturbing discussion, but obviously a discussion that must take place. He wanted to make it clear that it's neither the Trustees nor the Executive Director's position that the employees get hurt in the negotiation. All Trustees want is to come to a conclusion in which everybody is feeling good about the agreement.

He believed the record clearly showed that the Trustees and the managers of the District recognize the importance of the library staff and have shown their commitment to the employees over and over again.

In the past eight years Trustee Wong said he has witnessed the transformation of the District and the exciting professional growth of District employees and its services. He listed many achievements the District can be proud of:

The library collection that was once criticized by the public is now praised by patrons and circulation has increased over 100% in five years.

District staff have completely overhauled library technology from where it was eight years ago. The District is now a national leader in the deployment of technology.

The District's commitment to diversity and its program for recruitment, mentoring and retention has become a national model for other libraries.

The District offers outstanding educational benefits for employees. Many have earned Bachelor and Master degrees with the District's financial assistance. These employees have then gone on to earn promotions in the District.

The District has also received national recognition as Library of the Year, and two John Cotton Dana awards for its community relation campaigns.

Trustee Wong emphasized that with every achievement, the Board of Trustees and the Executive Director have credited the efforts and talents of District staff as the basis for the District's achievements and recognition.

The Board charged its team to negotiate a fair and equitable settlement. Such a settlement must be a balance between employee compensation and assistance with health care costs and contract conditions that assure the District will be able to provide the best service to our community in the future.

The Board is aware of the central areas of disagreement, but absolutely unified that the Board has a fiduciary responsibility to assure that any agreement is in the best interest of District taxpayers, residents and employees.

The Board feels that it cannot justify offering competitive wages and benefits, without the terms of the agreement assuring that the most qualified personnel are always selected, not merely the most senior.

The Board understands that this is not a seniority issue as it has been portrayed by the union. Under the proposal, employees retain many seniority rights and retain rights to transfer to new positions. The

proposal only stipulates that employees must compete and be the most qualified to advance to new positions. This is in the best interest of the community and a fair exchange for a competitive compensation package. Trustee Wong believes that if staff takes a look at what was presented and agreed to already, they will agree that it's a very competitive compensation package, especially with regard to medical benefits and the salary increases.

The Board has a fiduciary responsibility to not succumb to the pressure of the union to accept its bargaining positions on promotion, hiring and transfers, all specific areas that Nevada State Law declares are, and he quoted, "... subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation."

Trustee Wong continued to say that if the Board must turn to Nevada's courts rather than be coerced to accept conditions that state law reserves for its discretion, such action is in the best interest of District taxpayers and residents.

It has been suggested that the District implement the wage package and seek mediation or arbitration over the terms of disagreement. The Board's overwhelming sentiment rejects such a suggestion.

The District is and has been recognized as an exemplary employer. There have been only three arbitration issues in its eight year history with the union and two decisions were found in the District's favor. This is a record of the District's commitment to resolve issues and not the record of a heavy-handed employer.

The Board and administration respect employees' rights to bargain.

The fact is that the union walked away from the table and cancelled meetings that had been scheduled to discuss these outstanding issues. The Trustees and administration hope the union will reconsider and accept the Board's proposals.

Trustee Wong concluded by saying that it's very disturbing to hear some of the things that are being said personally about the Executive Director and the management team as well as the Trustees and the negotiating team. He said he wanted to share his vote of confidence in the Executive Director and the negotiating team going forward.

Trustee Overstreet expressed his support for the Executive Director and his outstanding job. He also wanted to state for the record, that his father, Purvis Overstreet, was a member of the Teamsters in Cleveland, Ohio from October 1, 1942 to September 30, 1977. Overstreet said he was the beneficiary of that work in terms of a college education. He also said that to suggest that he would not be fair or support fairness for the union is just ludicrous.

Trustee Aguirre expressed support for the fine work of the Executive Director and fully endorsed the recommendations made by the Library District negotiating team.

Trustee Arthurholtz wanted to state for the record that she completely supports the Library District and also wanted to thank those employees and union members that decided to stay to listen to both sides.

Trustee Sponer wanted to say for the record that she believes Trustees are united in their support for the Executive Director. Sponer said she is very proud of the District's record and the Executive Director's superb leadership. Sponer also said she is pleased to be a member of the Library Board supporting Mr. Walters and the District negotiators.

Trustee Carter said he also gave his complete support to the Executive Director, the Board and the employees. He commented that some of the things said were very disconcerting but emphasized that it was important to realize that in the heat of passion, this happens. Carter continued to say that it was the Board's responsibility to take all things into consideration, which they have done with the negotiation and presentation of a fair contract.

Trustee Harala said he would like to echo the comments of his fellow Trustees and express his full support of Mr. Walters and the management team throughout the process. He also said that Mr. Walters has exemplified brilliant leadership as the Director and is constantly impressed with him and his team. Harala stated he is also impressed with District staff. He realized this is a tough issue for all involved.

Trustee Benavidez first thanked employees who stayed to listen. She encouraged all staff to research, learn about the issues, and come to their own conclusions as the Trustees have done. She acknowledges that it has not been easy for Trustees, either. Benavidez said her brother and father have been active in labor unions, including the Teamsters, so she does understand the importance of labor negotiations. She wants employees to understand that the Board takes their responsibilities seriously. Board members do not blindly follow; they do their own research to make decisions. Benavidez said she wanted to thank Mr. Walters for doing an such an awesome job. She believed the Board and District staff would not be what they are without Mr. Walters' leadership.

Chair Hoggard stated that her support for Mr. Walters was unequivocal. She said she was so proud to be on this Board, with Mr. Walters as Executive Director, and the staff Mr. Walters has surrounded himself with. She is constantly amazed at the offerings, such as Staff Day. Hoggard stated she has been to libraries around the country. She knows that the District is one of the nation's most progressive libraries and treats its employees better than in many other places. She also encouraged staff to read the handout passed out earlier so that people can familiarize themselves with what is in the contract.

Mr. Walters said he is disturbed by some things he had heard during the meeting. First, he wanted to make it clear that at no time during his tenure at the District has he ever suggested or taken credit for the work of its wonderful staff. Walters said he has always understood that the achievements of the District have been because of the creativity and

growth of the current staff. Staff leaped at the opportunity once the District began to provide resources and education, training, and the opportunity to learn new technologies. Walters stated that he continued to admire District staff more than any other staff he's worked with in his career.

Mr. Walters said the Board charged him and his staff to work on an agreement that reflected the District's absolute commitment to staff while also understanding the burdens of rising costs and the difficulty of the challenges of both wages and health care costs. He urged staff to examine the tentative agreements handout. Everything listed is aimed at making life better for District staff.

Mr. Walters gave two examples, first, the new Domestic Partner provisions, and second, wage increases of 4% the first year, 3.5% the second year, and three years of 3% increases. Walters and the Board do not believe that the details of the proposals have been shared with all of the membership. He reiterated that the tentative agreements provide a host of benefits for employees that are a reflection of the Board's commitment and are not indications that the Board is penurious and watching every penny.

Mr. Walters then explained the economic impact on three classes of employees. Any employee who reviews the handout can determine how it will impact them. Walters also said the staff will not lose their jobs due to the impact of new technology. The new technology will be used to take away the most obnoxious aspects of book handling in order that staff can focus on more rewarding activities.

Circulation Assistant – Walters said that a mid-range Circulation Assistant position will have a savings of \$1,200 per year in health care costs. This equates to a 3.9% increase in wages. Adding in the 4% salary increase, a Circulation Assistant will receive a 7.9% raise in the first year of the contract.

Librarian I (doing reference work) and Children's Assistant – Walters said the staff in these positions will also receive a \$1,200 health care cost reduction that equates to a 2.5% increase. Coupled with the 4% salary increase in the first year of the contract, staff in this position will receive a 6.5% raise.

Department Head (working in a library) – Walters said staff in this position will receive the same \$1,200 health care savings, which equates to a 1.8% increase. Coupled with the 4% salary increase in the first year of the contract, staff in this position will receive a 5.8% increase in the first year of the contract.

According to Mr. Walters, the proposal recognizes those working on the front lines, particularly those staff on the lower end of the salary schedule. The reduction in health care costs is due to a Trustee and management commitment that District staff deserves help with health care costs. The proposal was designed to provide help for health care because Trustees and administration know that is a difficult burden for employees.

Mr. Walters then reiterated that if the District is providing such a competitive package, it must make achievement, not seniority, the basis for promotion in the District. Walters contrasted the District with other libraries in its peer group (public libraries serving populations of 1 million or more). There are no promotions without competition. Also, there are no transfers in the City or County without competition. The District is asking only that the most qualified individuals are the ones that achieve promotions. Walters then said that this will ensure the public that staff who are working hard and achieve have the right to advance to the higher paying positions.

Mr. Walters again encouraged staff to look at the proposal. He said it was a reflection of the administration's advocacy and the Board's absolute commitment to a very sound financial package for staff. The District's proposal is a recognition of the achievements over the last several years and confidence that there will be a strong package for the years to come.

**Announcements
(Item IX.)**

The next Board Meeting will be held Tuesday, October 10, 2006 in the Clark County Library at 6:00 p.m.

**Adjournment (Item
XI.)**

Chair Hoggard moved to adjourn the meeting at 8:25 p.m. There was no opposition and the motion carried.

Respectfully submitted,

Kelly Benavidez, Secretary

**APPENDIX A to Minutes – Board of Trustees’ Meeting
September 14, 2006**

**LVCCLD AND TEAMSTERS LOCAL 14
TENTATIVE AGREEMENTS**

In view of the present status of collective bargaining agreement negotiations, the following is a summary of those tentative agreements previously reached with the Union, subject to approval by both the Board of Trustees for the Library District and the Union’s membership. For purposes of convenience, this summary is separated by economic and general language issues.

ECONOMIC ISSUES

9.2.c/9.2.d/ 9.2.e	Wages	Provides for wage increases during the life of the contract as follows: 2006 – 4%, 2007 – 3.5%, 2008 through 2010 – 3% each year.
9.7	Longevity	Eliminates longevity benefits for any employees hired after October 1, 2006.
12.3.a/12.3.b/ 12.3.c	Medical Insurance	Sets forth medical reimbursement contributions by the Library District for the life of the contract as follows: 2006 – 90% for single (\$292.40) and/or family (\$824.48) coverage 2007 – 90% for single (\$324.16) and/or family (\$914.01) coverage 2008 – 90% for single (\$359.70) and/or family (\$1,014.24) coverage 2009 – 90% for single (\$399.52) and/or family (\$1,126.51) coverage 2010 – 90% for single (\$444.14) and/or family (\$1,252.32) coverage Employees required to pay the remaining 10% of the foregoing premiums.

LANGUAGE ISSUES

<u>Section No.</u>	<u>Title</u>	<u>Substantive Change</u>
2.3.c	Investigations	Increases from four (4) working days to ten (10) working days the commencement of an investigation

<u>Section No.</u>	<u>Title</u>	<u>Substantive Change</u>
		by the Human Resources Department.
3.5 (New)	Right to Representation	Permits a Shop Steward and/or Business Agent, if requested by an employee, to participate in an investigatory interview and all levels of the grievance procedure.
5.1	Union Dues and Initiation Fees	Requires the Library District to provide written notification of all compensation changes for bargaining unit employees to the Union.
6.2	Procedural Steps	Step 1: Allows the Library District to designate an individual, other than the employee’s immediate supervisor, for purposes of furnishing an initial response to a grievance.
6.3	Written Presentation	Allows for the summary dismissal of a grievance which does not satisfy the enumerated requirements contained in this Section, and permits the Union five (5) working days to correct any deficiencies following notice of the deficiency by the Library District. Also requires that all grievances shall be presented on the Union’s standard grievance form with the understanding that such form will not expand or change any substantive rights.
7.3	Arbitrator’s Jurisdiction	Outlines that the written award of an arbitrator shall be issued within three (3) months of the arbitrator’s receipt of the parties’ post-hearing briefs and that, if not, the arbitrator shall waive one-half of his fee.
7.4	Mediation	Changes mediation from a mandatory process to one that is voluntary upon the consent of all parties.
7.5	Fees and Expenses of the Arbitrator	Requires that an employee proceeding to arbitration on his or her own behalf without the assistance of the Union shall be required to deposit in advance the anticipated fees and expenses of the arbitrator and specifies that a failure to make such deposit within twenty (20) days of the demand will render the grievance withdrawn with prejudice.

<u>Section No.</u>	<u>Title</u>	<u>Substantive Change</u>
		Also specifies that all court reporter fees shall be shared equally between the Union and the Library District.
8.2	Determination of Layoffs	Adds language that within thirty (30) days of receipt of a letter by the Library District identifying previous positions held by bargaining unit employees, the Union has thirty (30) days to respond with any challenges. If no timely challenges are made, the positions identified will be presumed to be correct.
10.5	Regular Workday (Shift)	Adds language that the Library District retains discretion to determine the regular workday as either an eight (8) hour or ten (10) hour shift.
11.1	Leave Accrual and Usage	Provides that exempt employees may have accrued leave deducted in one (1) hour increments.
11.1.c	Floating Holiday	Memorializes current practice regarding the availability and scheduling of floating holidays.
11.2.c	Scheduling	Allows employees to schedule vacation leave in increments of at least forty (40) or more hours not to exceed 144 hours. Also increases the time to fifteen (15) working days for a supervisor to respond to the request for vacation leave before it will be considered approved.
11.3.a	Educational Assistance	Permits reimbursement for accredited MLIS or equivalent programs and increases the maximum reimbursement to six (6) college credits per fiscal year.
11.6	Sick Leave	Expands the definition of family member to include domestic/life partners as declared by new Library District policy.
11.9.d	Bereavement Leave	Expands the definition of spouse to include domestic partners as declared by new Library District policy. Also increases the amount of bereavement leave to

<u>Section No.</u>	<u>Title</u>	<u>Substantive Change</u>
		four (4) days when the death occurs 500 or more miles away and the employee is required to travel to the location.
12.3	Medical Insurance	Specifies that the Union agrees to offer coverage pursuant to the Teamster Security Fund to all full-time, non-represented employees.
12.5 (New)	Supplemental Insurance	Allows employees to enroll at their own cost in supplemental insurance benefits offered through the Library District including short term disability, supplemental group term life insurance and cancer insurance.
13.4 (New)	Driving Records	Incorporates existing Library District policy regarding the furnishing of driving records for those employees whose position requires the driving of a District vehicle.
14.1	Required Pay	Provides that in the event the legislature increases the PERS contribution rate above 19.75%, any such increases shall be borne solely by the employee, consistent with legislative mandate.
15.1.a	Contract Dates	Specifies that the effective date of the agreement is July 1, 2006 and shall expire at midnight on June 30, 2011.
15.3.b	Amended Department Rules and Regulations	Increases from five (5) to ten (10) working days the advance notice to be provided to the Union in the event of any rule amendments.
Exhibit C	Family and Medical Leave of Absence Policy	Expands the definition of family member to include domestic partners as declared by new Library District policy.

<u>Section No.</u>	<u>Title</u>	<u>Substantive Change</u>
Exhibit E	Drug Free Workplace Policy	<p>Allows for retesting at an applicant’s own expense for pre-employment testing at a laboratory of the District’s choice.</p> <p>Also permits the Library District to require a third confirming test, the cost of which will be borne by the District. In the event of a third test, the result of that test shall be final and binding.</p> <p>Also permits automatic dismissal of an employee for a positive drug or alcohol test result in the absence of an acceptable explanation with such dismissal not being subject to grievance or arbitration.</p>
Exhibit G (New)	Recognition of Domestic Partner Policy	Sets forth the Library District’s new policy regarding the recognition of domestic partners for certain employment-related benefits, including applicable forms.



N.R.S.288.150

C

West's Nevada Revised Statutes Annotated Currentness

Title 23. Public Officers and Employees

Chapter 288. Relations Between Governments and Public Employees (Refs & Annos)

Recognition of and Negotiation with Employee Organizations (Refs & Annos)

•• 288.150. Negotiations by employer with recognized employee organization: Subjects of mandatory bargaining; matters reserved to employer without negotiation

1. Except as provided in subsection 4, every local government employer shall negotiate in good faith through one or more representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached must be reduced to writing.

2. The scope of mandatory bargaining is limited to:

(a) Salary or wage rates or other forms of direct monetary compensation.

(b) Sick leave.

(c) Vacation leave.

(d) Holidays.

(e) Other paid or nonpaid leaves of absence.

(f) Insurance benefits.

(g) Total hours of work required of an employee on each workday or work week.

(h) Total number of days' work required of an employee in a work year.

(i) Discharge and disciplinary procedures.

(j) Recognition clause.

(k) The method used to classify employees in the bargaining unit.

(l) Deduction of dues for the recognized employee organization.

(m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.

(n) No-strike provisions consistent with the provisions of this chapter.

(o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.

(p) General savings clauses.

N.R.S.288.150

- (q) Duration of collective bargaining agreements.
- (r) Safety of the employee.
- (s) Teacher preparation time.
- (t) Materials and supplies for classrooms.
- (u) The policies for the transfer and reassignment of teachers.
- (v) Procedures for reduction in work force.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.

(c) The right to determine:

- (1) Appropriate staffing levels and work performance standards, except for safety considerations;
- (2) The content of the workday, including without limitation work load factors, except for safety considerations;
- (3) The quality and quantity of services to be offered to the public; and
- (4) The means and methods of offering those services.

(d) Safety of the public.

4. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.

5. The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

6. This section does not preclude, but this chapter does not require the local government employer to negotiate subject matters enumerated in subsection 3 which are outside the scope of mandatory bargaining. The local government employer shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate those matters.

7. Contract provisions presently existing in signed and ratified agreements as of May 15, 1975, at 12 p.m. remain negotiable.

Added by Laws 1969, p. 1377. Amended by Laws 1971, p. 1503; Laws 1975, p. 919; Laws 1983, p. 1622; Laws

