

**MEMORANDUM OF UNDERSTANDING NO. 6  
FOR JOINT SUBMISSION TO  
THE BOARD OF LIBRARY COMMISSIONERS AND THE CITY COUNCIL  
REGARDING THE  
LIBRARIAN REPRESENTATION UNIT**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) made  
and entered into this 14th day of June 2006.**

**BY AND BETWEEN**

**THE BOARD OF LIBRARY COMMISSIONERS and THE CITY ADMINISTRATIVE  
OFFICER (hereinafter referred to as "Management")**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO (hereinafter referred to as "Union" or "AFSCME")**

**July 1, 2004 to June 30, 2007**

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Family and Medical Leave Act (FMLA) Benefits  
Bilingual Premium  
Substitute Time/Training Requests

**ARTICLE 1**            **RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance (ERO) of the City and applicable State law, the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, was certified on June 5, 1975 by the Employee Relations Board (ERB) as the certified representative of City employees in the Librarian Unit (hereinafter referred to as "Unit") previously found to be appropriate by the ERB. Management hereby recognizes AFSCME, AFL-CIO, as the exclusive representative of the employees in said Unit, subject to the right of the employee to represent himself/herself. The term "employee(s)" as used herein, shall refer only to employees in the classifications listed in Appendices A through D, Salaries, as well as such classes as may be added hereafter to the Unit by the ERB.

**ARTICLE 2**            **PARTIES TO MOU**

This MOU is entered into on June 14, 2006, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Library Department, (hereinafter referred to as "Management") and authorized representatives of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Librarian Unit.

**ARTICLE 3**            **IMPLEMENTATION OF MOU**

This MOU constitutes a joint recommendation of Management and the Union. It shall not be binding in whole or in part on the parties listed below unless and until:

- a.     Union membership has ratified this MOU, and the Union has notified the City Administrative Officer (CAO) in writing that it has approved this MOU in its entirety; and
- b.     The City Librarian or Board of Library Commissioners has approved this MOU in its entirety in the manner required by law; and
- c.     The City Council has approved this MOU in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this MOU which require such resolutions, ordinances or amendments will become operative on the effective date of the resolutions, ordinances or amendments unless otherwise specified.

**ARTICLE 4**            **TERM**

The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 3, Implementation of MOU, are fully met, but in no event shall said MOU become effective prior to 12:00 a.m. on July 1, 2004. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2007.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 5, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.

**ARTICLE 5**            **CALENDAR FOR SUCCESSOR MOU**

Written proposals by the Union for a successor MOU shall be submitted to Management no later than March 31, 2007. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of the proposals.

**ARTICLE 6**            **OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the heads of those departments represented herein for action, neither the Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department heads, nor meet with the Mayor, members of the City Council or said department heads individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or department heads, nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

**ARTICLE 7**            **PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or the Library Commission. If any part or provision of the MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that many of the employees covered by this MOU may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 *et seq.* (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

**ARTICLE 8**            **UNION INFORMATION**

The Union shall be allowed to make a presentation regarding general Union information during each department orientation session during the Human Resources section of the orientation.

The president of the Guild, or designee, will be allowed to meet with each new employee to discuss the Union when an orientation has not been scheduled during the employee's first six months of service.

**ARTICLE 9**            **UNIT MEMBERSHIP LIST**

Management will provide Union, in writing and on computer diskette, within thirty (30) days from the effective date of this MOU and each thirty (30) days thereafter, an alphabetized list of employees subject to this MOU, to include each employee's name, employee number, class code, class title, Union membership status, and location by department and division, as applicable. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter.

**ARTICLE 10**          **NONDISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, religion, national origin, gender, age, sexual orientation, marital status, disability or Union activity. Rules, standards, regulations and policies affecting bargaining unit employees will be uniformly applied.

**ARTICLE 11**          **NOTICE OF CHANGES IN WORK RULES**

Whenever new working rules are established or changes made in existing work rules affecting conditions of employment, Management shall give the Union reasonable and timely notice of the opportunity to consult with Management prior to placing the new rules or changes in existing rules into effect.

The Union agrees to notify Management promptly of its intent to exercise its right of consultation granted under this Article.

Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new working rules or make changes in existing rules in cases of emergency. Provided, however, when such new work rules or changes in existing work rules, as the case may be, must be adopted immediately, without prior notice to the Union, notice shall be given and the opportunity to consult shall be given at the earliest practical time following adoption of such new work rules or changes in existing work rules, as the case may be.

Notwithstanding the above, no new work rules or changes in existing work rules shall be adopted and/or implemented in a manner which conflicts with the provisions of the Meyers-Milias-Brown Act or the Employee Relations Ordinance.

## **ARTICLE 12            EMPLOYMENT OPPORTUNITIES**

The Personnel Department will mail to the Union copies of all recruitment bulletins. Tentative examination bulletins, approved by the Head of the Examining Division of the Personnel Department, will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Board of Civil Service Commissioners.

## **ARTICLE 13            WORK ACCESS**

A Staff Representative of the Union shall have access to Library facilities during working hours for the purpose of assisting employees covered under this MOU, in adjusting their grievances when such assistance is requested by the grievant(s), or investigating grievances arising out of the interpretation and/or application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated Management representative of the Library Department. In the event immediate access cannot be authorized, the Union's representative shall be informed as to the time when access can be granted.

Union shall provide a list of its representatives to the head of the Library Department and shall keep said list current.

This Article shall not be construed as a limitation on the authority of Management to restrict access to areas designated "security" or "confidential".

## **ARTICLE 14            USE OF CITY FACILITIES**

The Union may use City facilities, on prior approval, for the purpose of holding meetings if such facilities can be made available, provided such use will not interfere with departmental operations. Employees will attend said meetings on their own time.

It is understood that if the use of a facility requires a fee for rental or such service(s) as special set-up, security, or cleanup, the Union will pay such cost(s).

**ARTICLE 15**            **BULLETIN BOARDS**

**Section I**

Management will continue to provide a bulletin board or space at all work locations, which may be used by the Union for the following purposes:

- a. Notices of Union meetings.
- b. Notices of Union elections and their results.
- c. Notices of Union recreational and social events.
- d. Notices of official Union business.
- e. Written material other than "a" through "d" above shall be submitted to the Department Management Representative for approval prior to posting.

**Section II**

All notices or written material prior to being posted shall be identified with an official stamp of Union or initials of a Union Representative and bear a removal date.

**ARTICLE 16**            **PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP**

The following agency shop provisions shall apply to employees in classifications listed in Appendices A through D, herein.

**A. DUES/FEES**

1. a. Each permanent employee\* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay Union a service fee in an amount not to exceed periodic dues, and general assessments of Union for the term of this MOU, or a period of three (3) years from the operative date of this article, whichever comes first. Such amounts shall be determined by Union and implemented by Management in the first payroll period, which starts 30 days after written notice of the new amount is received by the Controller. (\*A

permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment.)

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC to the contrary, during the term of this MOU, payroll deductions requested by an employee in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than AFSCME Local 2626, will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and the Union shall jointly notify all new members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

## **B. EXCEPTIONS**

### **1. Management and Confidential Employees**

In accordance with Section 3502.5(c) of the Government Code, the provisions of this Article shall not apply to management or confidential employees.

Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

### **2. Religious Objections**

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a

separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

**C. MANAGEMENT RESPONSIBILITIES**

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
  - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide Union with the name, home address, and employee number of each permanent employee.
4. The Controller shall provide the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

**D. UNION RESPONSIBILITIES**

1. AFSCME, Local 2626, shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and

an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et. al. v. Hudson, 106 S. Ct. 1066 (1986).
3. Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City against all other claims, including costs of suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

#### **E. RESCISSION**

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event that this article is overturned by the employees in this representation unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

#### **ARTICLE 17**      **FEDERAL POLITICAL ACTION CHECK-OFF**

During the term of this MOU, a payroll deduction will be continued by the Union for the purpose of allowing employees in this Unit to contribute towards the Union's federal election activities.

Said contributions shall be deducted by the Controller from twenty-four (24) biweekly payroll checks of each employee in this Unit who voluntarily consents to said contribution by submitting a payroll deduction card signed by the individual employee. Remittance of the

amount of said deductions shall be sent to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said deductions were deducted.

Contributions shall be made payable as directed by the Union to the Political Action Committee, P.E.O.P.L.E., of the Union.

A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.

It is agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

## **ARTICLE 18            SALARIES**

- a. The parties to this MOU jointly recommend to the City Council and the Mayor approval of the salary ranges set forth in Appendices A through D, Salaries.
- b. The salary ranges set forth in Appendix A shall become effective on July 1, 2004.
- c. The salary ranges set forth in Appendix B shall become effective on July 1, 2005.
- d. The salary ranges set forth in Appendix C shall become effective on July 1, 2006.
- e. The salary ranges set forth in Appendix D shall become effective on January 1, 2007.

## **ARTICLE 19            OVERTIME PRACTICES**

### **Section I - Assignment of Overtime**

When Management requires the use of overtime, the assignment of staff to work overtime shall be distributed as equitably as possible consistent with other sections of this Article.

In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime "white time" is absolutely prohibited; all hours worked by employees in this Unit shall be recorded on their time sheet. Employees in this Unit may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a

supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

## **Section II - Rate and Method of Overtime Compensation**

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. All employees in this Unit shall be compensated in time off at the rate of one and one half (1½) hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of Management.

## **Section III – Compensated Time Off**

Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO which is in excess of 80 hours prior to the end of the fiscal year, Management may require employees to use CTO that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO unduly disrupts the operations of the department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

Under no circumstances shall compensated time off (CTO) in excess of 240 hours be accumulated.

## **1040/2080 Plan**

Management reserves the right to develop 26-week/1040 hour or 52-week/2080 hour work periods under FLSA Section 7(b) [29 USC §207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility. Implementation of this work schedule is subject to agreement by the parties and certification of the Union as bona fide by the National Labor Relations Board (NLRB).

**ARTICLE 20**

**NIGHT ASSIGNMENT AND SHIFT DIFFERENTIAL PAY**

**a) Second Night Assignment**

The Library Department shall pay the bonus for all hours worked by a full-time librarian during the second night assignment. For the purpose of this Article, the second night assignment will be considered to be any scheduling requirement by Management that mandates that an employee must work a second evening shift in the same calendar week, which is considered to be Sunday through the following Saturday. An evening shift shall be considered to be any 8-hour work shift that starts at either 11:10 a.m. or 11:40 a.m. and ends at 8:10 p.m. or later.

The bonus shall be at the second premium level rate above the appropriate step rate of the salary range prescribed for the class of the employee working the qualifying shift.

Employees who specifically request to work a second night assignment are excluded from receiving the second night assignment bonus.

**b) Shift Differential**

Notwithstanding the provisions of Note N of Schedule A in Section 4.61 of the Los Angeles Administrative Code (LAAC), any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive, for each such day worked, salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74 and 4.75 of the LAAC.

**ARTICLE 21**

**SUBSTITUTION FOR SUPERVISOR**

**Absence of Regular Supervisor**

Whenever Management initially assigns an employee to be temporarily in charge of a unit due to the absence of the regular supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of fifteen (15) working days in such assignment at his/her regular rate of compensation.

Approved leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the 15-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

### **Vacant Supervisory Position**

Whenever Management temporarily assigns an employee to be in charge of a unit due to a supervisory vacancy, such employee shall become eligible for additional compensation on the first day of said assignment.

### **Reassignment as Substitute Supervisor**

Whenever Management reassigns the same employee to be in charge of the same unit due to a 15 working day or more absence of a supervisor, such employee shall become eligible for additional compensation retroactive to the first day of such assignment. An additional qualifying period shall not be required for each subsequent incident of reassignment.

### **Compensation**

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level above the appropriate step rate of the salary range prescribed for his/her class.

### **Status Review**

Acting pay is not intended as compensation for a long-term out-of-class assignment. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Management will review the acting assignment with the employee every three (3) months. At that time, the employee may request or Management may determine that the employee may be removed from the acting assignment.

Management will provide the Guild with a list of employees in acting positions on a quarterly basis. The list will include: name of employee; date of appointment to acting position; location of acting position; review date; desire of employee to continue in acting position; review determination.

### **Management Right**

Management retains the right to determine the status of a vacancy.

## **ARTICLE 22            BILINGUAL DIFFERENTIAL**

In accordance with Section 4.84 of the LAAC, whenever Management of the Library Department determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or speak, write and interpret a

language other than English, the Library department will transmit to the Controller a written statement approving payment of a bilingual premium to the person occupying such a position and possessing such bilingual skills.

After authorizing payment of a bilingual premium, Library Management shall certify to the Controller the name of any person eligible for a bilingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.

Persons qualifying for a bilingual premium shall receive one premium level rate for duties requiring that they converse fluently in a language other than English or two premium level rates for duties requiring that they interpret another language other than English, in addition to conversing fluently in that language.

Such compensation shall be retroactive to the employee's first day in a bilingual position.

**ARTICLE 23**            **SIGN LANGUAGE PREMIUM**

Any qualified employee covered by the provisions of the MOU, who is requested by the Communications Assistance Center to utilize sign language skills in the performance of his/her job duties, shall be compensated at the first premium level rate above his/her step rate of the salary range for his/her class for each business day the skill is utilized. Such premium pay shall be administered in accordance with and subject to all requirements and provisions of Section 4.84.1 of the LAAC.

**ARTICLE 24**            **MILEAGE**

Each employee who is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement rate shall be in accordance with an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

**ARTICLE 25**            **TRAVEL ALLOWANCE**

The following sections shall be operative the start of the payroll period following the date of the Council's approval of this MOU.

## **Section I**

Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of two dollars (\$2.00) for each day that such travel occurs. The parties agree that all other provisions of Section 4.220 - 4.226 of the LAAC, which relate to payment for travel of employees from their homes to temporary job locations remain unchanged.

## **Section II**

Notwithstanding Section 4.22.1 of the LAAC, whenever an employee is required by Management to use his/her personal vehicle for City business within a workday, he/she shall receive payment at the rate of two dollars (\$2.00) for each day that such use occurs.

## **Section III**

Where an employee qualifies under both Sections I and II above, such employee shall be entitled to receive three dollars (\$3.00) per day.

## **ARTICLE 26      SCHEDULE CHANGES FOR PERSONAL BUSINESS**

Management may allow an employee time off with pay, not to exceed eight hours in any one payroll period for personal business (except for changes on the 9/80 day off or the split day) provided that such time off so allowed shall either be made up in full within the same workweek that time is taken or charged against the employee's accrued and unused vacation or overtime bank on an hourly basis.

## **ARTICLE 27      GRIEVANCE PROCEDURE**

### **Section I - Definitions**

A grievance is defined as any dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

### **Section II - Responsibilities and Rights**

- a. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Charter. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair

labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.

- b. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- c. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels; provided, however, that when more than one employee is aggrieved and the facts and issues of the alleged grievance are the same and if all affected employees agree to waive their right to discuss the grievance with their immediate supervisor, a single immediate supervisor will be designated to discuss the grievance at the informal level with one affected employee and the employee's representative. Such grievance will be processed as a single grievance through all formal levels of review.

All affected employees involved in the action must waive their respective right to discuss the grievance at the informal level with their immediate supervisor on a form provided by Management prior to the discussion with the designated supervisor.

- d. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
- e. Management shall notify Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a full-time Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the full-time Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Department Management Representative of his/her intention. The Union is to be notified of the resolution of all other formal grievances.

### **Section III - Procedure**

The grievance procedure for employees covered by this MOU shall be as follows:

### **Step 1 - Informal Discussion**

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day during which the event upon which the grievance is based occurred.

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

### **Step 2 - First Level of Review**

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Library Department upon the person designated to review the grievance at Step 2 within ten (10) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

### **Step 3 - General Manager Review (Second Level of Review)**

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within ten (10) calendar days following receipt of the grievance response at Step 2. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or his/her designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render a written decision within thirty (30) calendar days from the date said notice was submitted.

### **Step 4 - Mediation**

If the written decision at Step 3 does not settle the grievance, within ten (10) calendar days of receipt of such response, the grievant and Union jointly may request mediation by letter to the Employee Relations Officer. This step is optional. Either the grievant/Union or Management may waive mediation and proceed directly to arbitration. Within ten (10)

calendar days of receipt of a request for mediation, the Employee Relations Officer shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court reporters shall not be allowed to be present, the rules of evidence shall not apply and no record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion as well as anything said by the parties during mediation shall not be used during any subsequent arbitration. Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may, upon mutual agreement, agree to accept the opinion of the mediator as binding, in lieu of arbitration.

### **Step 5 - Arbitration**

If the written decision at Step 3 or mediation does not settle the grievance, the grievant and Union jointly may serve upon the General Manager of the Library Department a written notice that a written request for arbitration has been filed with the Employee Relations Board (ERB). The request for arbitration must be filed with the ERB within ten (10) calendar days following the date of service of the written decision of the General Manager or his/her designee. Failure of the grievant and Union jointly to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven (7) arbitrators furnished by the ERB, within seven (7) calendar days following receipt of said list.

- a. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The

fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.

- b. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the Parties.
- c. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this MOU.

## **ARTICLE 28      GRIEVANCE REPRESENTATION**

Management recognizes the right of each employee represented herein to represent himself/herself, or to be represented by a representative of his/her choice in the presenting of grievances in the informal discussion with his/her immediate supervisor, and in all formal review levels.

Union may designate a reasonable number of employees as grievance representatives. The Union will provide a list of the designated representatives to Management. The grievant and/or his/her representative may have a reasonable amount of paid time off to process a grievance. However, said representative will receive paid time off only if he/she is a member of the same Unit and Union as the grievant, and is employed within a reasonable distance from the work location of the grievant as determined by the City Librarian or his/her designee. The Chief Steward may replace the designated representative when, in the judgment of the Union, it is necessary to do so. Such replacement is limited to not more than twenty-five percent (25%) of the grievances that necessitate the use of a steward unless there is mutual agreement.

If said representative must leave his/her work location to represent a grievant, the representative shall first obtain approval from his/her supervisor. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, said representative will be informed when time will be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of said representative's request unless otherwise mutually agreed to.

Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein equal to the amount of the delay.

Time spent in presenting grievances outside of regular working hours of the employee and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

## **ARTICLE 29**      **HEALTH AND SAFETY**

### **Section I**

Management will make every reasonable effort to provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor. Said supervisor must:

- a. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
- b. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

### **Section II**

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

### **Section III**

Safety clothing and devices currently provided by Management shall continue to be provided as long as the need exists, and the Union will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.

#### **Section IV - Health and Safety Committee**

Three members of this Unit shall be allowed City time to meet with the Library Business Manager and the Personnel Director, or their alternates, to discuss health, safety, and/or other matters related to employee welfare. Management may invite other members of the Department to attend such meetings if items on the agenda warrant their participation.

The committee shall meet once a month for approximately ninety (90) minutes. The committee shall be responsible for discussion and problem solving where appropriate channels have been explored through the line of authority, and resolution has not been accomplished in a timely manner.

The agenda shall be distributed forty-eight (48) hours in advance. Minutes will be taken by the Union and discussed at the following meeting.

#### **Section V - Ergonomics**

The parties agree the Health and Safety Committee will discuss ergonomic-related issues within the Department.

The City agrees to allocate \$20,000 (total for both MOU 6 and MOU 16) on July 1, 2005 for a Library workstation assessment study. The Health and Safety Committee will determine the facilities to be evaluated and will review the recommendations of the study.

Telephone headsets for use at the reference desk shall be provided to employees upon their written request, including justification.

#### **ARTICLE 30      INTRADEPARTMENTAL TRANSFERS AND REASSIGNMENTS**

The assignment of employees within the Library Department is the exclusive right of the appointing authority. However, Management will consult with employees at least three weeks prior to the effective date of reassignment, except in emergencies. When a vacancy is determined to be available to be filled by the Department, that position will be listed on the Transfer Opportunities Sheet. However, if a position listed on the sheet is filled by the transfer of a current Department employee of the same classification, the position vacated by that employee may be filled without being required to be listed on the next Transfer Opportunities Sheet. The Transfer Opportunities Sheet will be issued every thirty (30) days and will be circulated to staff. Once a position appears on the sheet, employees will have a period of five (5) business days following the date of posting to request reassignment to that position. Current employees who make themselves available for reassignment will be interviewed and considered first for the vacant positions. Only those positions available for transfer or certification will be listed on the Transfer Opportunities Sheet.

Written notification of selection or non-selection for a position will be provided to the employee after selections have been made.

In the event that a mutually agreed to transfer date is delayed, Management shall:

1. Notify the employee of the reason(s) for delay.
2. Effect transfer at the earliest possible date, no longer than 8 weeks.

In addition, employees may submit written requests that they be automatically considered for reassignment to specific branches or departments within the Library whenever a reassignment opportunity exists. Such requests will be submitted and considered in accordance with procedures, which Library Management will prepare and distribute. Management need not select employees who have requested reassignment to specific locations. However, Management will consider all reassignment requests on file for the positions involved prior to making its decision.

The following guidelines, not in priority order, will be reviewed and considered when making necessary reassignments of personnel:

- Community considerations
- Department needs
- Experience and skills
- Language skills
- Medical problems (documented)
- Personal preference
- Seniority in present classification
- Subject specialty
- Travel distance from home
- Dependent care responsibilities

**ARTICLE 31**      **LONG-TERM VACANCIES FOR NON-SUPERVISORY POSITIONS**

When a non-supervisory position has been vacant for a three (3)-month period, the operational impact of that vacancy will be reviewed at both the Principal and Division Librarian level. The ability to address the operational impacts will rest with Management.

**ARTICLE 32**      **REST PERIOD**

**Section I**

Each employee shall be granted a minimum of fifteen (15) minutes of uninterrupted rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day nor in excess of fifteen (15) minutes without the express consent of the designated supervisor.

**Section II**

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

**ARTICLE 33**      **MEAL PERIODS**

**Section I**

Allowable meal periods shall not be counted as work time for any purpose. A meal period shall not be less than one-half hour nor more than one hour in length.

Any member of the Unit who is required to be on call during a scheduled meal period or to take meal breaks in the building shall be given compensatory time off for the scheduled meal period. Compensatory time off shall be taken within the same or following pay period. Compensatory time off not allowed by the end of the following pay period shall be paid in cash at the employee's regular rate.

**Section II**

Any member of the Unit who is assigned an eight-hour work shift on Saturday at branches having three librarians or less, and is required to be on call during the meal period, shall not be called away from the meal period for matters requiring the attention of a professional librarian that can be attended to at the completion of the meal period, unless it is determined to be an emergency or branch business of the most urgent nature.

**ARTICLE 34**      **WORKERS' COMPENSATION**

Management's present practice with regard to Workers' Compensation will be continued during the term of this MOU.

Management shall provide Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

**ARTICLE 35      VACATIONS**

Management's present practices with regard to vacations will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.244-4.256 of the Los Angeles Administrative Code.

Each employee in this unit who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated:

<b>Years of Service Completed</b>	<b>Number of Vacation Days</b>	<b>Monthly Accrual Rate In Hours/Minutes</b>
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

At the completion of the fifth year of City service, employees receive 48 additional hours of vacation as a lump sum. At the completion of each year from the thirteenth through nineteenth year, and at the completion of the twenty-fifth year of City service, employees receive eight additional hours of vacation as a lump sum.

**ARTICLE 36**      **VACATION SCHEDULES**

Vacations will be scheduled as far in advance as possible. When an employee wishes to schedule a vacation, Management will give consideration to the efficient operation of the department, division, subject department or branch where said employee is regularly assigned, the employee's seniority in grade and the date(s) desired by the employee. Unresolved vacation scheduling conflicts may be directed to the next appropriate level of supervision for review and consideration.

Unless an emergency precludes, a scheduled vacation, once approved, will not be canceled or changed without the mutual consent of the employee and Management.

**ARTICLE 37**      **HOLIDAYS AND HOLIDAY PAY**

A. The following days shall be treated as holidays during the term of this MOU:

**Holiday**

1. New Year's Day
  2. Martin Luther King's Birthday (third Monday in January)
  3. Presidents' Day (the third Monday in February)
  4. Cesar E. Chavez' Birthday (the last Monday in March)
  5. Memorial Day (the last Monday in May)
  6. Independence Day (July 4)
  7. Labor Day (the first Monday in September)
  8. Columbus Day (the second Monday in October)
  9. Veteran's Day (November 11)
  10. Thanksgiving Day (the fourth Thursday in November)
  11. The Friday after Thanksgiving Day
  12. Christmas Day (December 25)
  13. Any day of portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
  14. One unspecified holiday (per calendar year)
- B. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.

- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled workweek, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under 13 or 14 above occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same calendar week as the holiday.
- H. Employees working in excess of eight (8) hours on any holiday listed from 1 through 12 above, or in excess of four (4) hours on the last working day preceding Christmas Day (prior to January 1, 2003), or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday pay rate for his/her class, but shall not be included when calculating the employee's work week for overtime pay purposes.
- I. An FLSA non-exempt employee who works on any holiday herein will be compensated at the rate of time and one-half (1 ½) for each hour worked, in addition to his/her regular compensation for the day, provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday, Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday.

- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- M. The unspecified holiday shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, and retirement) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service and has completed 500 hours of compensated time.
  - 5. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.
- N.
  - 1.
    - a. A half-time employee, as defined by Section 4.110(a) of the LAAC, shall qualify for and receive the same holiday benefits as a full-time employee, including unspecified holidays except as noted in M.1.b. below; provided, however, that pay for such holiday shall be prorated on the basis of the number of hours normally scheduled to be worked

in relationship to the number of hours required for full-time employment in the class of position.

- b. Half-time employees must complete a period of six consecutive months of service and must have been compensated for at least 500 hours before qualifying for the unspecified holiday.

Half-time employees who transfer to full-time or full-time employees who transfer to half-time are entitled to either a full unspecified holiday (8 hours) or a prorated unspecified holiday depending on their status at the time the holiday is taken. A full-time or half-time employee who transfers to intermittent without having taken any unspecified holiday shall not be entitled to such holiday while in intermittent status.

- 2. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall not be entitled to holiday benefits. An intermittent employee who becomes full-time or half-time and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee shall be required to qualify by completing six consecutive months of service in the full-time or half-time status and to have been compensated for at least 500 hours. Upon completion of said qualifying period, a half-time employee will be allowed prorated benefits as described herein.

**ARTICLE 38**            **NOTIFICATION OF STATUS OF LEAVE REQUEST**

Management will make every reasonable effort to notify employees of the disposition of requests for leaves of absences in a timely manner. When an employee's request for a leave of absence without pay is denied, that employee shall be notified, in writing, of the reason(s) for denial.

**ARTICLE 39**            **SICK LEAVE BENEFITS**

Management's practices with regard to sick leave benefits will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.126, 4.126.2 and 4.128 of the Los Angeles Administrative Code.

**A. Preventive Medical Treatment**

Notwithstanding Section 4.126(d) of the LAAC, twenty-four (24) hours of one hundred percent (100%) sick leave may be used to secure preventive medical treatment for the employee and for members of the employee's immediate family.

**B. Sick Leave Benefit - Part-Time Employees**

Half-time employees as defined by Section 4.110(a) of the LAAC must complete a period of six consecutive months of service, and have been compensated for at least 500 hours before qualifying for sick leave. Upon completion of said qualifying period, a half-time employee will be allowed sick leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

Intermittent employees as defined by Section 4.110(b) of the LAAC shall not be entitled to accrue or use sick leave benefits.

When a full-time or half-time employee becomes an intermittent employee, all accrued and accumulated sick leave for which he/she has been credited shall remain credited to the employee but frozen in the amounts so accrued and accumulated without increase or decrease because of the change in work schedule. Such benefits may only be used if the employee becomes a half-time or full-time employee.

An intermittent employee who becomes a full-time or half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, shall be required to complete the six months qualifying period and to have been compensated for at least 500 hours in accordance with this Article.

**C. Sick Leave Benefit for Pregnancy**

Every full-time and half-time employee in any Department of the City shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work on account of her pregnancy, childbirth or related medical conditions.

**D. Discontinuance of 50% Sick Leave**

Beginning January 1, 1998, employees shall be allowed 12 working days leave at full pay and five working days at 75% of full pay each calendar year plus the days of sick leave accrued and accumulated as provided herein. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

If an employee becomes separated from the service of the City by reason of retirement on or after January 1, 1997, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of separation shall be compensated by cash payment at 25% of the employee's salary rate current at such date of

separation. In no instance will an employee be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement.

**ARTICLE 40**      **FAMILY ILLNESS**

Management's present practices of allowances for leave for illness in family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed twelve (12) days. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the Los Angeles Administrative Code. Upon adoption of a child, an employee will be permitted to use twelve (12) days of family illness sick leave.

The definition of "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step children of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

**ARTICLE 41**      **BEREAVEMENT LEAVE**

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1a-d of the Los Angeles Administrative Code.

For the purposes of this Article, the definition of an immediate family member, as defined in Section 4.127.1 of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great grandparents, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the

immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Intermittent employees as defined by Section 4.110(b) of the LAAC shall not be entitled to compensated leave because of family deaths.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay shall be allowed sick leave with full pay not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

#### **ARTICLE 42      TIME OFF FOR EXAMINATIONS**

Employees shall be granted reasonable time off with pay for the purpose of taking examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

#### **ARTICLE 43      BLOOD DONATIONS**

Employees shall be given reasonable time off with pay to donate blood (including apheresis/platelet donations) when so requested by the Red Cross and/or a hospital.

An employee who donates blood may be required by their supervisor to provide written proof of the date and time that the employee donated blood to the recipient agency. If a supervisor requires written proof of the donation, the employee will be notified prior to the date of donation.

## **ARTICLE 44      JURY SERVICE**

Any full-time or half-time employee, as defined by Section 4.110(a) of the Los Angeles Administrative Code, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary, provided, however, that any jury attendance fees received by any employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service performed on days for which the employee is scheduled to work a portion of a day. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code. The absence of an intermittent employee as defined by Section 4.110(b) of the Los Angeles Administrative Code for the purpose of performing jury service shall be deemed to be an authorized absence without pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

Employees summoned for jury service are not authorized to waive jury attendance fees and will be expected to remit the appropriate fees to the City upon completion of service pursuant to Section 4.111 of the LAAC.

## **ARTICLE 45      DUTY AS A WITNESS**

### **Section I**

Any employee who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall receive his/her regular salary. Provided, however, that any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed an authorized absence with pay. Any money received as

compensation for mileage is not to be considered as part of the employee's pay for these purposes.

A court of competent jurisdiction is defined as a court within the county in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

## **Section II**

Notwithstanding the provisions of Section I of this Article, Management agrees that whenever an employee is subpoenaed to appear as an expert witness during his/her regular working hours, on matters directly related to his/her employment, before a governmental body, agency, board or commission of the United States, or the State of California, said employee shall be released on paid time off; provided, however, that time off with pay will not be granted in cases of appearances where expert witness fees are paid and the amount of such fees equal or exceed the employee's regular rate of pay. In cases where expert witness fees are not paid or such payment is an amount less than the employee's regular rate of pay, Management agrees to either pay the employee's regular rate of pay or pay the difference between the fees paid and the employee's regular rate of pay.

In order to qualify for time off with pay under Section II, the employee must request payment of expert witness fees from the governmental body, agency, board or commission, as the case may be and certify the amount of such fees to be paid, if any, on a form to be provided by Management.

## **ARTICLE 46      FAMILY AND MEDICAL LEAVE**

### **I. Authorization for Leave**

Up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 39), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

## **II. Definitions**

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and California Family Rights Act.

- A. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
- C. Parent means a biological, step, adoptive, or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not include parents "in law".
- D. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.
- E. Persons who are "*in loco parentis*" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

## **III. Eligibility**

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

**Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for six (6) weeks (three [3] pay periods) of leave if not disabled due to pregnancy and up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy, inclusive of the aforementioned six-week, non-disability leave.

- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth, adoption or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify his/her employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitation for spouses or domestic partners does not apply to leave taken by one employee to care for the other who is seriously ill, or to care for a child with a serious health condition.

#### **IV. Conditions**

- A. The start of leave for a pregnant employee shall be:
  - 1. During or after the employee's pregnancy where there is no disability, at the employee's discretion; or
  - 2. At the beginning of the employee's pregnancy-related disability that a doctor certifies as necessary.
- B. The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.

- C. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility; or
  - 2. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - 5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
  - 6. Any period of incapacity due to pregnancy or for prenatal care.
- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

Intermittent leave or work on a reduced schedule for the birth, adoption or foster care of a child shall only be permitted at the discretion of Management.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
- H. In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees not disabled by pregnancy are entitled to six (6) weeks (three [3] pay periods) of leave. Employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave, inclusive of the aforementioned six-week, non-disability leave, with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child. Pregnancy leave under the federal Family and Medical Leave Act shall run concurrently with Pregnancy Disability Leave under the FEHA, and must be concluded within one year of the child's birth.

In addition, employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Section III.B. of this Article.)

- I. A personal leave beyond the four (4) months (nine [9] pay periods) of leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## V. **Notice Requirements**

### A. Employee

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days' notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

### B. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall also notify an employee if it designates paid or unpaid leave as qualifying time taken by an employee as family or medical leave qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

## VI. **Applicable Time Off**

Employees who are granted leave in accordance with this Article shall take time off in the following order:

### A. **Childbirth (Mother)**

1. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
2. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

**B. Childbirth (includes father or domestic partner), Adoption, Foster Care, or Family Illness**

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above), However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

**C. Personal Medical Leave**

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
3. Accrued vacation time.
4. Unpaid leave.
5. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

**(Note: An employee under A, B or C above may use compensatory time off after depletion of accrued sick leave and vacation to continue paid leave during the four-month family and medical leave period.)**

**VII. Sick Leave Rate of Pay**

Payment for sick leave usage under VI.A, B and C shall be at the regular accrued rate of 100% or 75%, as appropriate.

**VIII. Monitoring**

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Union upon request.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

**ARTICLE 47**

**PRORATED VACATION AND SICK LEAVE BENEFITS FOR HALF-TIME EMPLOYEES**

Prorated compensated time off benefits shall be provided to half-time employees of the Unit in accordance with various sections of the Los Angeles Administrative Code referenced in this MOU.

Accordingly, benefits of half-time employees are normally calculated on the basis of the number of hours an employee is regularly assigned to work. It is recognized that employees of this Unit may be assigned to work and be compensated for hours in excess of those regularly assigned. Such hours are referred to as Extra-Time hours. Half-time employees of this Unit shall receive prorated benefits for extra-time hours under the following conditions:

1. Prorated extra-time benefits are additional sick and vacation leave for regular civil service half-time employees who are compensated in excess of their regularly assigned 1040 hours during the year but less than full-time. The year is defined as the Controller's 12-month W-2 calendar year.
2. Extra-time benefits shall only be calculated for employees who remain in half-time status for the entire year. Employees who change between half-time and full-time during the W-2 year shall not be eligible for extra-time benefits.
3. Employees shall not receive more than ninety-six (96) hours of 100% sick leave, forty (40) hours of 75% sick leave, and forty (40) hours of 50% sick leave in any W-2 calendar year, regardless of status or number of hours worked. (Effective January 1, 1998, all 50% Sick Leave banks will be frozen.)
4. In accordance with Administrative Code Section 4.254, Accumulation of Vacations, employees are permitted to accumulate vacation not to exceed two (2) annual vacation periods, and all accumulated vacation leave in excess of such amount shall be deemed waived and lost. Employees will be notified of their extra-time vacation award two pay periods prior to the actual accrual.

Employees who are awarded additional vacation time benefits, as a result of extra-time worked will be responsible for the monitoring of their time. All awards in excess of maximum accumulation will be lost and cannot be re-instituted.

5. All prorated sick and vacation leave benefits will be determined by reports prepared by the Controller's Office following the end of the Controller's W-2 calendar year. The implementation of all benefits will be subject to the receipt of the required reports from the Controller's Office to determine the appropriate benefits for all affected employees.

6. The effective date of this Article shall be January 1, 1991. Under no circumstances will there be any benefits provided for extra-time hours worked prior to that date. Prorated extra-time vacation and sick leave benefits will not be awarded until the Controller has provided sufficient documentation for the Library Department to verify extra-time vacation and sick leave benefits.

## **ARTICLE 48            RETIREMENT BENEFITS**

### **A.    Benefits**

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of: 1) one-half the employee's retirement contribution rates, and 2) an additional two percent (2%) of compensation earnable after the one-half subsidy shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

### **B.    Procedure for Benefits Modifications**

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System (LACERS) are affected shall be recommended to the City Council by the City Administrative Officer (CAO) as affecting the membership of all employees in the LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

If agreement is not reached between Management and the organizations representing a majority of the members in the LACERS as to whether any particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

**C. Part-Time Employees**

1. Part-time employees in this Unit eligible for membership in the LACERS shall, upon written request to the appointing authority, be certified as LACERS members under the following conditions:
  - a. Half-time employees hired in accordance with Civil Service provisions of the Charter shall be certified as members upon appointment, or anytime thereafter.
  - b. Half-time employees who are exempt from Civil Service shall be certified following two years of continuous half-time service of at least 1000 compensated hours during each of the two years.
2. This provision shall not apply to employees certified as LACERS members prior to the effective date of this MOU.

**ARTICLE 49      FLEXIBLE BENEFITS PROGRAM**

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council.

If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

**Section I - Health Plans**

The health plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303.

Effective January 1, 2004, Management agrees to contribute a monthly sum not to exceed \$680.02 per month per full-time employee, effective the beginning of the pay period in which the Kaiser yearly premium rate change is implemented, toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS).

Effective January 1, 2005, Management agrees to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$747.40.

Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

During the term of this MOU, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC), who became a member of LACERS following October 1, 1991, and for each employee who transfers from full-time to half-time status following October 1, 1991, a monthly subsidy not to exceed \$261.54, effective January 1, 2004. Half-time employees who, prior to October 1, 1991, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article.

Effective January 1, 2005, Management agrees to contribute for each half-time employee a monthly subsidy not to exceed \$287.46 per employee.

During the term of this MOU, Management's monthly subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single-party rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Any employee who was receiving a full health subsidy as of October 1, 1991, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to October 1, 1991. Any half-time employee with a break in service after October 1, 1991 shall be subject to the partial subsidy provisions in this Article.

Employees who transfer from full-time to half-time under the provisions of Article 45, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to October 1, 1991, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans.

## **Section II - Dental Plans**

The dental plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303.

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following October 1, 1991, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to October 1, 1991, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of October 1, 1991, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to October 1, 1991. Any half-time employee with a break in service after October 1, 1991 shall be subject to the partial subsidy provisions in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to October 1, 1991, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

### **Section III - Definition of Dependent**

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

### **Section IV - General Provisions**

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

The parties mutually understand that the City will expend the above noted funds only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this Article.

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

### **Section V - Subsidy During Family and Medical Leave**

For an employee who is on family or medical leave, under the provisions of Article 45 of this MOU, Management shall continue the City's medical and dental plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of nine (9) pay periods from the qualifying date of the family or medical leave, including the paid and the unpaid portions of the leave. The continuation of the subsidies will be provided only under the following conditions:

- A. The employee shall have been employed continuously by the City for a one year period prior to the beginning of the leave.

- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave to continue the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave to continue the dental plan subsidy.
- C. The City will not continue the subsidies if the employee is covered under a non-City health or dental plan.
- D. The continuance of the health plan subsidy shall include coverage of any new dependent. Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s). Dependents may be added only within 30 days of becoming dependents or during the City's annual open enrollment period.
- E. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then he/she shall be required to reimburse the City for the subsidy provided during the unpaid portion of his/her leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

**ARTICLE 50**            **DISABILITY INSURANCE PROGRAM**

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for active employees who are members of the Los Angeles City Employees' Retirement System (LACERS), provided that sufficient enrollment is maintained to continue to make the plan available. The City's Joint Labor-Management Benefits Committee shall determine the benefits and provider of the plan.

Management shall expend for active employees of this unit who are members of LACERS the sum necessary to cover the cost of a basic disability insurance plan. Management shall also maintain a Supplemental Disability Insurance Plan, enrollment in which is at the discretion of each employee. The full cost of the Supplemental Disability Insurance Plan premiums shall be paid by the individual employees who enroll in the plan.

**ARTICLE 51**            **DEPENDENT CARE REIMBURSEMENT ACCOUNT**

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for employees who are members of the Los Angeles City Employees' Retirement System, provided that sufficient enrollment is maintained to continue to make the account

available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan.

As a qualified Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

## **ARTICLE 52            EMPLOYEE ASSISTANCE PROGRAM**

Management will expend for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP and the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

## **ARTICLE 53            PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her departmental personnel folder at reasonable intervals, upon request, during hours when the departmental personnel office is open for business. Such review shall not be scheduled at a time when it will interfere with the business of the office.

No document shall be placed in an employee's departmental personnel folder unless the concerned employee has been made aware that the item will be placed in the folder and the employee given or offered a copy of said document.

An employee may submit a written rebuttal to any disciplinary or adverse document placed in his/her departmental personnel folder. Such rebuttal shall identify the disciplinary or adverse document and shall be filed in the employee's departmental personnel folder for as long as the adverse document remains. This provision shall not apply to documents placed in said folder prior to the effective date of this MOU.

Upon request, adverse documents in the employee's personnel folder shall be sealed after three (3) years, provided that there have been no other adverse documents placed in the folder since that time. Adverse documents, which have been sealed, will be stored separate and apart from the departmental personnel folder. There will be no reference in the personnel folder to said material. Employee evaluations are not considered adverse documents for the purposes of this paragraph.

Intradepartmental documents, such as correspondence and memos, may be sealed after six (6) months, provided it is recommended by the supervisor and approved by the Division Head.

If sealing is not recommended, the employee shall be given a written response detailing the reasons for denial of the request and the reasons shall also be discussed with the employee. The written response and the reasons for not sealing the document shall not be grievable.

#### **ARTICLE 54            PERFORMANCE EVALUATIONS**

The supervisor who signs an employee's performance evaluation shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period.

If an employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each supervisor. The supervisor who observed the employee for the longest period of time during the evaluation period shall prepare and sign the rating if that supervisor is available to do so.

When no immediate supervisor who supervised the employee during the rating period is available to prepare the rating, the rating shall be prepared and signed by the second-level supervisor.

#### **ARTICLE 55            LIBRARIANS EDUCATIONAL ADVANCEMENT PROGRAM**

Management agrees to provide an appropriation of \$15,900 effective July 1, 2005 to the Personnel Department for the exclusive purpose of funding training programs for classes represented by this Unit. Funds appropriated for this purpose during the term of this MOU shall remain available for use for the full MOU term and shall not revert at the end of each fiscal year. At the end of the stated MOU term, unused funds (funds neither spent nor encumbered for expenditure) shall revert regardless of the status of negotiations over a successor MOU.

Any training proposed must be of direct value to the City and will provide special knowledge and skills to the trainee that cannot be provided through other available in-service programs.

The Union and Management shall have the following responsibilities regarding the Librarians Educational Advancement Program:

##### **Union Responsibilities**

1. Identify the career development needs of the Unit members.

2. Propose training programs to meet those needs. Proposals must be submitted to the Personnel Department at least six months prior to the start of the program.
3. Assist the Personnel Department in developing a career counseling program for Unit members.
4. Disseminate information on available programs to Unit members.

**Management Responsibilities - Personnel Department will:**

1. Consult with the union in developing training proposals.
2. Have final authority for approving all training programs.
3. Administer all training programs.
4. Administer the training funds.
5. Provide career counseling to Unit members.

**It is understood by both parties that:**

1. Programs will be designed for maximum participation, but not all members of the Unit may be able to participate in training. Release time for employees to attend approved programs will be subject to departmental workload and operating needs.
2. Cost of training will include, but not be limited to, instructor fees, training aids and materials, training site rentals, and other training-related costs.
3. Once contracts are signed for training, the necessary payments will be charged to this account.
4. Any leftover funds at the end of the MOU term will be encumbered for this special use.
5. Management retains the right to make the final determination on the content and frequency of training programs offered under this Article;
6. Employees interested in participating in training sessions will notify the Librarians' Guild President, or his/her designee, and provide a copy of the notification to their agency supervisor. The Librarians' Guild will submit the list of employees to Library Management for review and approval. Library Management will provide the list of approved and/or denied candidates to the Guild prior to the training.

**ARTICLE 56            TRAINING OPPORTUNITIES**

It is the intent of the Library Department to provide all training required for full-time and half-time Librarians so that they are able to perform the necessary duties and responsibilities of their assignment and enhance and develop skills, including those that foster promotion and advancement within the department.

The City agrees to allocate \$20,000 on July 1, 2005 to the Library Department to provide intermittent staff time so that staff (represented in both MOUs 6 and 16) can participate in training and conferences.

**ARTICLE 57**            **EXPANDED SERVICE HOURS**

The Library Department will expand hours of operation on an agency-by-agency basis and maintain the expanded hours in a manner consistent with the terms as set forth in the agreement. The resources that will be used on a system-wide basis may include, but not be limited to, agency regular staffing, use of substitutes, part-time employees working extra time and the use of overtime for regular full-time employees.

Under the expanded hours of service proposed for the Los Angeles Public Library, all Rank and File and Supervisory Librarians will be required to work no more than a one-in-four rotation of Sunday work assignments, except for emergency situations.

It is the understanding of the parties to this MOU that the Sunday work shift shall normally consist of five hours of work and that full-time employees scheduled to work the Sunday shift shall be compensated for a full workday (8 hours). Employees who work the reduced 72 hours per pay period schedule for the purpose of this agreement shall be considered full-time employees. Part-time employees shall be compensated for only the hours that they work. Sunday compensation shall not be considered as a premium or bonus compensation, unless it results in overtime as defined in Article 19 of this MOU, and the employee's hourly rate shall not change as a result of the reduced hour shift. It is also understood that if an employee is required to work more than five hours on Sunday, no additional compensation for full-time employees will be provided, as long as the Sunday shift does not exceed eight hours.

The Board of Library Commissioners is committed to providing the fairest work schedules possible to its employees, while providing the highest level of public service possible with the resources available. However, notwithstanding any of the above stated terms and conditions, nothing contained in this Article shall be construed to limit the Board or the Library Department's ability to adequately staff and provide public service at all of its agencies. Nor shall it be construed that, by entering into this agreement, the Board or the Department will relinquish any of its management rights to assign staff as required to serve the needs of the City during the term of this agreement or after it has expired. Nor by this agreement shall it be construed that the Librarians' Guild has relinquished any of its rights under the City's Employee Relations Ordinance or applicable law during the term of this agreement or after it has expired.

**ARTICLE 58**            **AMENDMENT OF MOU TO INCLUDE NEW CLASSES**

Upon written notification from the CAO to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

**ARTICLE 59**            **WORK SCHEDULES**

Pursuant to FLSA, employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the Fair Labor Standards Act.

Management may assign employees to work a five/forty, four/ten/ nine/eighty, or other work schedule. Employees may request modified work schedules, if such schedules are generally available in the employee's department/work group. Management may refuse such requests, or require employees to revert to a five/forty work schedule, provided the exercise of this right is not arbitrary, capricious or discriminatory. In the event Management's actions are shown to be arbitrary, capricious or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 26 (Grievance Procedure).

Employees on a nine/eighty modified work schedule shall have designated a regular day off (also known as 9/80 day off) which shall remain fixed. Temporary changes to the designated 9/80 day off at the request of Management or the employee is prohibited unless it is intended for the employee to work additional hours (overtime).

**ARTICLE 60**            **UNION RELEASE TIME**

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities not to exceed ten days (80 hours) per year as provided below. No more than one employee in a work unit shall be allowed release time under this Article at the same time.

- A.     The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.
- B.     The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- C.     Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.

- D. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor-Management Benefits Committee that become effective during this period.
- E. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- F. The Union shall make quarterly payments to the Controller of all reimbursable costs identified in Section E above or in a manner prescribed by the CAO.
- G. Employees on release time shall submit weekly timesheets signed by the employee and the Union (Executive Director of his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- H. Injuries incurred while on Union release time shall not qualify for IOD or workers' compensation benefits.
- I. The employee must have passed probation in his/her current class to be eligible for release time.
- J. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.
- K. The City Administrative Officer shall maintain a list of employees who have been approved for release time and the approved duration.
- L. In addition, the appointing authority may grant to the Librarians' Guild President up to two days (16 hours) per month for employee organization representation activities pursuant to the same criteria outlined above. These 16 hours are the same as and not in addition to hours provided in MOU 16.

**ARTICLE 61**      **FULL UNDERSTANDING**

Management and the Union acknowledge that during the meet and confer process, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals.

The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agree to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 3.

The waiver or breach of any term or condition of this MOU by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

## **ARTICLE 62**            **RETIREE SUBSTITUTE EMPLOYEES**

Within the two months prior to retirement, Librarians may request to be placed on a list for consideration of reemployment in accordance with City Charter Section 1164, Employment by the City of a Retired Member of the System. As provided under 1164(b) a retired LACERS member may be reemployed with Mayoral approval for a period not to exceed 90 days (720 hours) in a fiscal year. The list will consist of those individuals that the Library Department has deemed to have the appropriate and necessary skills for reemployment. Individuals who have requested reemployment shall be notified in writing of the approval or denial and the reasons, if denied, within 30 days of the receipt of the request by the Library Department Human Resources Office. The names of individuals approved to be placed on the list will be submitted to the Mayor's Office for approval of reemployment, subject to prevailing Mayor/Council budget instructions. Submittal of names to the Mayor's Office will be on a monthly basis.

## **ARTICLE 63**            **CONTINUATION OF MERIT PRINCIPLES**

1.     *Statement of Intent.* At the time of execution of this MOU, the Los Angeles County Local Agency Formation Commission ("LAFCO") has approved resolutions calling for the special reorganization of the Valley and Hollywood that will go before the voters on November 5, 2002, and that the Harbor proposal for special reorganization is still being studied by LAFCO. The completion of these proceedings could result in bargaining unit employees being transferred to another public entity during the term of this MOU (hereinafter referred to as "Transferred Employees"). Former California Government Code §56844.2 provides:

Status of public employees under special reorganization; Collective bargaining agreement; Retiree benefits; Representation

- (a)    This section shall only apply to a special reorganization.
- (b)    All public employees to which Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 applies shall continue to be deemed public employees of the original local agency or of the newly incorporated local agency for all the purposes of that chapter, including, but not limited to, the continuation and application of any collective bargaining agreement that applies to these

employees, and all representational and collective bargaining rights under that chapter.

- (c) Any existing collective bargaining agreement shall remain in effect and be fully binding on the original local agency or on the newly incorporated local agency, and on the employee organizations that are parties to the agreement for the balance of the term of the agreement, and until a subsequent agreement has been established.
- (d) Any existing retiree benefits, including, but not limited to, health, dental, and vision care benefits, shall not be diminished.
- (e) Notwithstanding any other provision of law, an employee organization that has been recognized as the exclusive representative of local agency public employees affected by a special reorganization shall retain exclusive representation of the unit employees of the original local agency, or of the newly incorporated local agency.

In consideration of this provision of law, it is the intent of the parties to this MOU to provide in this article, to the extent permitted by law, that Transferred Employees will enjoy certain substantially similar civil service and other protections for the term of the MOU, as described in paragraph 2 below, as they would have enjoyed if they had not been transferred, without unduly constraining the operations of the new jurisdiction. In the event that this article, or any part of this article is found invalid or unenforceable by a court of competent jurisdiction, that event shall not affect the validity or enforceability of the other articles of this MOU. However, if any provision of this article is judicially determined to be invalid, said provision or part shall be deemed invalid and unenforceable but the remainder shall not be affected thereby.

2. *Merit Principles.* If a new jurisdiction that has become subject to this MOU pursuant to former California Government Code §56844.2 fails to adopt or enforce laws which provide, in substance for the employment principles listed below, or those laws do not remain in effect for Transferred Employees during the entire term of this MOU, the following provisions shall apply to Transferred Employees:

- A. **Examinations:** All appointments shall be based on merit. All candidates taking a competitive examination shall be given a score and placed in a rank based on the whole score. The appointing authority shall select from the top three ranks. Applicants who receive a passing score on the examination shall be given a 5% credit added to their whole score for military service, if such persons have served in the armed forces of the United States during time of war or armed insurrection, or during any time when the United States engaged in active military operations against any foreign power, provided such person has been honorably discharged from active service during the five years preceding the examination. All candidates taking a competitive

examination for promotion shall receive a credit for past service, the amount of which may be determined by the new jurisdiction prior to the examination.

- B. Probation: The probationary period for persons appointed in the class of Police Officer shall be eighteen months, measured from the commencement of recruit training. The probationary period for persons appointed in management classes shall be twelve months. The probationary period for persons appointed to entry level positions shall be six months, except that the new jurisdiction may establish a longer period, not to exceed 12 months, if the period is set in advance of the examination and after public hearing. The probationary period for all other non-entry level positions shall be six months, except that the new jurisdiction may establish a shorter period, if the period is set in advance of the examination and after public hearing.
- C. Transfer: An employee shall be allowed to transfer into an equal or lower paying class without further examination, provided he or she possesses the minimum qualifications and the capability of performing the required duties, in the following situations: (a) the employee is incapable of performing his or her duties because of injury, sickness, or disability; or (b) the employee has completed a probationary period.
- D. Layoffs: Any layoff shall be based on seniority in that the employee with the least amount of seniority within the class-group shall be laid off first. Seniority shall be calculated as including all service within the class-group plus any service in a higher class. Any employee laid off shall have the right to revert to a vacant position or displace ("bump") a person in a lower class-group if there are no vacant positions, provided the displacing employee has (a) prior service in the lower class-group and (b) greater seniority than the employee being displaced.
- E. Discipline: An appointing authority may suspend or discharge an employee but only for cause.
- F. Military Leave: An employee who leaves his or her position to serve in the armed forces of the United States shall be entitled to a leave of absence and, upon returning from military service, restoration to his or her position, subject to applicable state and federal law and as further provided by ordinance.
- G. Non-discrimination in benefits: There shall be no discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners.

These provisions (A-G) shall be deemed to be modified to conform to Los Angeles City law in effect on the effective date of the special reorganization.

3. *Disputes.* The grievance procedure shall not apply to disputes concerning the interpretation or application of this article, unless any such dispute would be grievable by a Los Angeles City employee as a matter of law. The new city may directly and immediately incorporate the limitation in the preceding sentence into its Employee Relations Ordinance or Resolution. Such incorporation does not preclude the Union thereafter from seeking its modification or removal.
4. *No Waiver.* Except as provided in paragraph 3, this article shall not be construed as a waiver by the Union of any right it might have under law to meet and confer over the impact that any transfer of employees to another public entity may have on wages, hours, and other terms and conditions of employment.

MOU06-07

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU the day, month, and year first written above.

AFSCME Local 2626  
Librarian Unit Representatives

City of Los Angeles  
Management Representatives

Roy Stone 6/14/06  
Roy Stone, President Date  
AFSCME, Local 2626

William T. Fujioka 6-14-06  
William T. Fujioka Date  
City Administrative Officer

Verdel L. Flores 6-14-06  
Verdel Flores Date

\_\_\_\_\_  
Library Department Date

Shirley Matulich 6/14/06  
Shirley Matulich Date

\_\_\_\_\_  
Controller Date

Gil Peterson 6/14/06  
Gil Peterson Date

\_\_\_\_\_  
Personnel Department Date

Marilyn J. Smithson 6/20/06  
Marilyn Smithson Date

FOR THE CITY ATTORNEY:

Maureen Douglas 6/14/06  
Maureen Douglas Date  
AFSCME, Council 36

Zona P. Houston  
6-6-06  
Date

## APPENDIX A, SALARIES

Effective July 1, 2004

<u>Code No.</u>	<u>Class Title</u>	<u>Range</u>	<u>Salary</u>
6152-1	Librarian I (Note 3)	2098(3)	\$48,838.32 - \$54,434.16
6152-2	Librarian II (Note 3)	2463	\$51,427.44 - \$63,892.80
6152-3	Librarian III	2680	\$55,958.40 - \$69,530.40
15766	Transitional Worker		

**Note 1:** Any employee in the classes of Librarian I, Code 6152-1, Librarian II, Code 6152-2, and Librarian III, Code 6152-3, when assigned to the Catalog Department and required to catalog materials in two or more languages other than in English on a regular basis, shall receive for each such day worked, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class.

**Note 2:** Any employee assigned by Management to perform duties related to the acquisition or cataloging of library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class for each day so assigned.

**Note 3: Step Advancement for Librarians**

- a. During the term of this MOU, any employee in the class of Librarian I, Code 6152-1, who completes 12 months on the fifth step of the salary range prescribed for that class, shall advance to the class of Librarian II, Code 6152-2, and be placed on the lowest step of the salary range prescribed for that class which provides at least a five (5) percent increase over the rate received in the former pay grade.
- b. Notwithstanding Section 4.92 of the LAAC, the first salary step advancement for an employee who advances from Librarian I to Librarian II shall take place in the payroll period which includes the date 12 months from the date of appointment to Librarian II.
- c. The date 12 months from the date of appointment shall be the employee's anniversary date, except under the circumstances provided in Section 4.92(a)(2) of the LAAC. Each employee shall advance to the next higher step in the salary range in the payroll period, which includes the employee's anniversary date until the top step of the salary range is reached.

- d. These provisions shall also be applicable to part-time employees who work a regular schedule of half-time or more.

**Note 4:** Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.

**APPENDIX A  
(MOU 6)  
Operative on July 1, 2004**

**Range: 2098(3)**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY			23.39	24.69	26.07
BIWEEKLY			1,871.20	1,975.20	2,085.60
MONTHLY			4,069.86	4296.46	4,536.18
ANNUAL			48,838.32	51,552.72	54,434.16

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**Range: 2463**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	24.63	26.00	27.45	28.98	30.60
BIWEEKLY	1,970.40	2,080.00	2,196.00	2,318.40	2,448.00
MONTHLY	4,285.62	4,524.00	4,776.30	5,042.52	5,324.40
ANNUAL	51,427.44	54,288.00	57,315.60	60,510.24	63,892.80

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**Range: 2680**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	26.80	28.29	29.87	31.54	33.30
BIWEEKLY	2,144.00	2,263.20	2,389.60	2,523.20	2,664.00
MONTHLY	4,663.20	4,922.46	5,197.38	5,487.96	5,794.20
ANNUAL	55,958.40	59,069.52	62,368.56	65,855.52	69,530.40

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## **APPENDIX B, SALARIES**

**Effective July 1, 2005**

<b><u>Code No.</u></b>	<b><u>Class Title</u></b>	<b><u>Range</u></b>	<b><u>Salary</u></b>
6152-1	Librarian I (Note 3)	2141(3)	\$49,820 – \$55,520
6152-2	Librarian II (Note 3)	2512	\$52,450 - \$65,166
6152-3	Librarian III	2735	\$57,106 – \$70,929
15766	Transitional Worker		

**Note 1:** Any employee in the classes of Librarian I, Code 6152-1, Librarian II, Code 6152-2, and Librarian III, Code 6152-3, when assigned to the Catalog Department and required to catalog materials in two or more languages other than in English on a regular basis, shall receive for each such day worked, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class.

**Note 2:** Any employee assigned by Management to perform duties related to the acquisition or cataloging of library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class for each day so assigned.

**Note 3: Step Advancement for Librarians**

- a. During the term of this MOU, any employee in the class of Librarian I, Code 6152-1, who completes 12 months on the fifth step of the salary range prescribed for that class, shall advance to the class of Librarian II, Code 6152-2, and be placed on the lowest step of the salary range prescribed for that class which provides at least a five (5) percent increase over the rate received in the former pay grade.
- b. Notwithstanding Section 4.92 of the LAAC, the first salary step advancement for an employee who advances from Librarian I to Librarian II shall take place in the payroll period which includes the date 12 months from the date of appointment to Librarian II.
- c. The date 12 months from the date of appointment shall be the employee's anniversary date, except under the circumstances provided in Section 4.92(a)(2) of the LAAC. Each employee shall advance to the next higher step in the salary range in the payroll period, which includes the employee's anniversary date until the top step of the salary range is reached.

- d. These provisions shall also be applicable to part-time employees who work a regular schedule of half-time or more.

**Note 4:** Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.

**APPENDIX B  
(MOU 6)  
Operative on July 1, 2005**

**Range: 2141(3)**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY			23.86	25.19	26.59
BIWEEKLY			1,908.80	2,015.20	2,127.20
MONTHLY			4,151.64	4,383.06	4,626.66
ANNUAL			49,819.68	52,596.72	55,519.92

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**Range: 2512**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	25.12	26.52	28.00	29.56	31.21
BIWEEKLY	2009.60	2,121.60	2,240.00	2,364.80	2,496.80
MONTHLY	4,370.88	4,614.48	4,872.00	5,143.44	5,430.54
ANNUAL	52,450.56	55,373.76	58,464.00	61,721.28	65,166.48

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**Range: 2735**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	27.35	28.87	30.48	32.18	33.97
BIWEEKLY	2,188.00	2,309.60	2,438.40	2,574.40	2,717.60
MONTHLY	4,758.90	5,023.38	5,303.52	5,599.32	5,910.78
ANNUAL	57,106.80	60,280.56	63,642.24	67,191.84	70,929.36

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## APPENDIX C, SALARIES

Effective July 1, 2006

<u>Code No.</u>	<u>Class Title</u>	<u>Range</u>	<u>Salary</u>
6152-1	Librarian I (Note 3)	2183(3)	\$50,822 - \$56,647
6152-2	Librarian II (Note 3)	2562	\$53,494 - \$66,461
6152-3	Librarian III	2789	\$58,234 - \$72,349
15766	Transitional Worker		

**Note 1:** Any employee in the classes of Librarian I, Code 6152-1, Librarian II, Code 6152-2, and Librarian III, Code 6152-3, when assigned to the Catalog Department and required to catalog materials in two or more languages other than in English on a regular basis, shall receive for each such day worked, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class.

**Note 2:** Any employee assigned by Management to perform duties related to the acquisition or cataloging of library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class for each day so assigned.

**Note 3: Step Advancement for Librarians**

- a. During the term of this MOU, any employee in the class of Librarian I, Code 6152-1, who completes 12 months on the fifth step of the salary range prescribed for that class, shall advance to the class of Librarian II, Code 6152-2, and be placed on the lowest step of the salary range prescribed for that class which provides at least a five (5) percent increase over the rate received in the former pay grade.
- b. Notwithstanding Section 4.92 of the LAAC, the first salary step advancement for an employee who advances from Librarian I to Librarian II shall take place in the payroll period which includes the date 12 months from the date of appointment to Librarian II.
- c. The date 12 months from the date of appointment shall be the employee's anniversary date, except under the circumstances provided in Section 4.92(a)(2) of the LAAC. Each employee shall advance to the next higher step in the salary range in the payroll period, which includes the employee's anniversary date until the top step of the salary range is reached.

- d. These provisions shall also be applicable to part-time employees who work a regular schedule of half-time or more.

**Note 4:** Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.

**APPENDIX C  
(MOU 6)  
Operative on July 1, 2006**

**Range: 2183(3)**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY			24.34	25.70	27.13
BIWEEKLY			1,947.20	2,056.00	2,170.40
MONTHLY			4,235.16	4,471.80	4,720.62
ANNUAL			50,821.92	53,661.60	56,647.44

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**Range: 2562**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	25.62	27.05	28.56	30.15	31.83
BIWEEKLY	2,049.60	2,164.00	2,284.80	2,412.00	2,546.40
MONTHLY	4,457.88	4,706.70	4,969.44	5,246.10	5,538.42
ANNUAL	53,494.56	56,480.40	59,633.28	62,953.20	66,461.04

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**Range: 2789**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	27.89	29.45	31.09	32.82	34.65
BIWEEKLY	2,231.20	2,356.00	2,487.20	2,625.60	2,772.00
MONTHLY	4,852.86	5,124.30	5,409.66	5,710.68	6,029.10
ANNUAL	58,234.32	61,491.60	64,915.92	68,528.16	72,349.20

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## APPENDIX D, SALARIES

### Effective January 1, 2007

<u>Code No.</u>	<u>Class Title</u>	<u>Range</u>	<u>Salary</u>
6152-1	Librarian I (Note 3)	2233(3)	\$51,970 - \$57,942
6152-2	Librarian II (Note 3)	2620	\$54,705 - \$67,964
6152-3	Librarian III	2852	\$59,550 - \$73,978
15766	Transitional Worker		

**Note 1:** Any employee in the classes of Librarian I, Code 6152-1, Librarian II, Code 6152-2, and Librarian III, Code 6152-3, when assigned to the Catalog Department and required to catalog materials in two or more languages other than in English on a regular basis, shall receive for each such day worked, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class.

**Note 2:** Any employee assigned by Management to perform duties related to the acquisition or cataloging of library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class for each day so assigned.

**Note 3: Step Advancement for Librarians**

- a. During the term of this MOU, any employee in the class of Librarian I, Code 6152-1, who completes 12 months on the fifth step of the salary range prescribed for that class, shall advance to the class of Librarian II, Code 6152-2, and be placed on the lowest step of the salary range prescribed for that class which provides at least a five (5) percent increase over the rate received in the former pay grade.
- b. Notwithstanding Section 4.92 of the LAAC, the first salary step advancement for an employee who advances from Librarian I to Librarian II shall take place in the payroll period which includes the date 12 months from the date of appointment to Librarian II.
- c. The date 12 months from the date of appointment shall be the employee's anniversary date, except under the circumstances provided in Section 4.92(a)(2) of the LAAC. Each employee shall advance to the next higher step in the salary range in the payroll period, which includes the employee's anniversary date until the top step of the salary range is reached.

- d. These provisions shall also be applicable to part-time employees who work a regular schedule of half-time or more.

**Note 4:** Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.

**APPENDIX D  
(MOU 6)  
Operative on January 1, 2007**

**Range: 2233(3)**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY			24.89	26.28	27.75
BIWEEKLY			1,991.20	2,102.40	2,220.00
MONTHLY			4,330.86	4,572.72	4,828.50
ANNUAL			51,970.32	54,872.64	57,942.00

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**Range: 2620**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	26.20	27.66	29.20	30.83	32.55
BIWEEKLY	2,096.00	2,212.80	2,336.00	2,466.40	2,604.00
MONTHLY	4,558.80	4,812.84	5,080.80	5,663.70	5,663.70
ANNUAL	54,705.60	57,754.08	60,969.60	64,373.04	67,964.40

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**Range: 2852**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	28.52	30.11	31.79	33.56	35.43
BIWEEKLY	2,281.60	2,408.80	2,543.20	2,684.80	2834.40
MONTHLY	4,962.48	5,239.14	5,531.46	5,839.44	6,164.82
ANNUAL	59,549.76	62,869.68	66,377.52	70,073.28	73,977.84

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## APPENDIX E

### RELOCATION ASSISTANCE PROGRAM LIBRARY DEPARTMENT

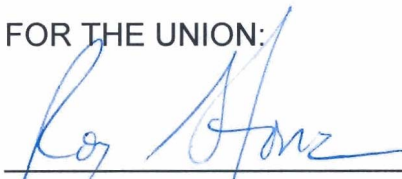
Maximum allotment:	Actual cost not to exceed \$2,000
Method of payment:	Disbursement of relocation assistance shall be made as soon as practical after the candidate begins employment at the Library Department. Employee must apply within six (6) months of starting work.
Eligible candidates:	Any Librarian candidate who accepts a job offer from the Library Department and who certifies that he/she: a. lives outside the State or b. lives outside of a 90 mile radius within California (from the employee's residence to Los Angeles City Hall)
Certification:	Persons seeking relocation assistance shall certify, in a form prescribed by the Library Department, that (a) their primary place of residence at the time employment is accepted was 90 or more miles from Los Angeles City Hall and (b) they have relocated closer to the Los Angeles area.
Eligible expenses:	Any relocation costs associated with the move up to \$2,000
Longevity clause:	Employee must work for the City of Los Angeles no less than one year after passing probation (18 months total); failure to do so requires reimbursement from employee (employee to sign an agreement to such effect upon acceptance of the job)
Administration:	The administration of this program shall be the sole responsibility of the Library Department Administration who will develop rules and procedures in accordance with these guidelines to administer this program.
Estimated Fiscal Year Expenditure:	\$50,000 (future expenditures subject to funding availability)
Grievability:	Non-grievable
Effective date:	Candidates will be eligible for relocation assistance if they meet the appropriate criteria and begin employment effective May 1, 2001.
Program Duration:	This relocation assistance program shall terminate 60 days after notification by the City Administrative Officer to the Council that recruiting numbers are sufficient to staff budgeted position

**LETTER OF INTENT**


**FAMILY AND MEDICAL LEAVE ACT (FMLA) BENEFITS**

The undersigned parties agree that, notwithstanding Section V (B) "Management Notification" of the Family and Medical Leave articles in MOUs 3 (Clerical), 6 (Librarian), 16 (Supervisory Librarian), 10 (Professional Medical Services), 11 (Recreational), 37 (Executive Administrative Assistant), and 7 (Recreation Assistant), said Family and Medical Leave article will not be implemented in a manner that will discontinue the City health insurance subsidy for an employee due to his or her own catastrophic illness or injury after the exhaustion of compensated time, if requested by the employee. Accordingly, an employee may request the use of Family or Medical Leave after the exhaustion of compensated time for a period not to exceed nine (9) pay periods for the purpose of extending the City health insurance subsidy due to his or her own catastrophic illness or injury. This Letter of Intent will expire at the conclusion of the MOU term or when the Joint Labor-Management Benefits Committee provides an alternative method to continue the health insurance subsidy for employees with catastrophic illnesses or injuries, whichever occurs sooner.

FOR THE UNION:



Roy Stone, President  
AFSCME, Local 2626



Maureen Douglas  
AFSCME Council 36

6/14/06  
Date

FOR THE CITY:



William T Fujioka  
City Administrative Officer

6-14-06  
Date

This letter expires as of January 1, 2006 with implementation of the Benefit Protection Plan (see Flex 2006 Open Enrollment information).

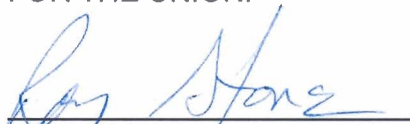
**LETTER OF INTENT**

**BILINGUAL PREMIUM**

Library Management and the Union agree to meet and confer regarding the Bilingual Position Authorization and Premium Pay Procedure, which will include a process for an employee to initiate a request for bilingual pay.

FOR THE UNION:

FOR THE CITY:



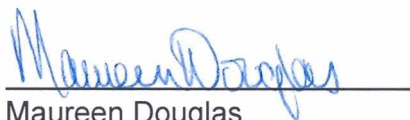
6/14/06

Roy Stone, President  
AFSCME, Local 2626

Date

\_\_\_\_\_  
Fontayne Holmes  
City Librarian

\_\_\_\_\_  
Date



6/14/06

Maureen Douglas  
AFSCME, Council 36

Date

**LETTER OF INTENT**


2004-2007 Memorandum of Understanding  
Librarian Representation Unit MOU No. 6  
Supervisory Librarian Representation Unit MOU No.16

The Library Department and the Librarians' Guild agree that no later than 60 days after Council approval of the 2004-2007 MOU between the City of Los Angeles and the Librarians' Guild, the parties will meet to jointly develop a procedure for the collection and verification of data relating to the request, approval and award of substitute time used within the Library Department. This procedure will be used to determine best effort compliance with existing agreements between the Library Department and the Guild.

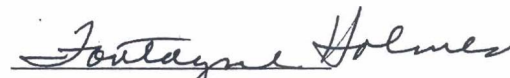
The Library Department and the Librarian's Guild also agree to the establishment of a process that will afford the formal opportunity for review and discussion of the denial of training requests from staff, when said staff has had a history of denial or non-selection for training per Article No. 54 – Librarian Educational Advancement Program.

**FOR THE UNION**

**FOR MANAGEMENT**

  
Maureen Douglas  
Business Representative  
AFSCME Council 36

Date 4/12/05

  
Library Department  
re 4/12/05

Date 4/13/05