

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 6
REGARDING THE
LIBRARIAN REPRESENTATION UNIT**

**THIS AMENDMENT NO. 1 to the 2007-2012 Librarian Representation Unit
Memorandum of Understanding No. 06 is made and entered into
this 26th day of October, 2009**

BY AND BETWEEN

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

AND THE

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME), COUNCIL 36, Local 2626, AFL-CIO
(hereinafter referred to as "UNION")**

**AMENDMENT NO. 1
LIBRARIAN REPRESENTATION UNIT
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 06**

To reflect agreement reached by the parties on October 24, 2009, in amending the 2007-2012 MOU to extend the term of the MOU through June 30, 2014, and to provide for new salary effective dates and rates, Articles 1, 4, 5, 18, 19, 39, 48, 59, and Appendices A-J are hereby amended as follows.

ARTICLE 1 RECOGNITION

The last sentence of Article 1 is amended in its entirety to read:

The term "employee" or "employees" as listed herein, shall refer only to employees in the classifications listed in Appendices A through H as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

All other provisions of Article 1 remain unchanged.

ARTICLE 4 TERM

The first paragraph of Article 4 is amended in its entirety to read:

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2014.

All other provisions of Article 4 remain unchanged.

ARTICLE 5 CALENDAR FOR SUCCESSOR MOU

Article 5 is amended in its entirety to read:

In the event the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 14, 2014 through April 30, 2014, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of the proposals.

ARTICLE 16

PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

The first paragraph of Article 16 is amended to read:

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

All other provisions of Article 16 remain unchanged.

ARTICLE 18

SALARIES

Article 18 is amended in its entirety to read:

- A. The parties to this MOU jointly recommend to the City Council approval of the salary ranges set forth in Appendices A through H which shall become operative as follows:

Appendix A	July 1, 2007
Appendix B	January 1, 2008
Appendix C	July 1, 2008
Appendix D	July 1, 2009
Appendix E	July 1, 2010
Appendix F	July 1, 2011
Appendix G	July 1, 2012
Appendix H	July 1, 2013

- B. The salary notes set forth in Appendix I are effective during the term of this MOU.

ADDITIONAL SALARY ADJUSTMENTS

- C. **Employees in Classes with 5-Step Salary Ranges (Employees with Full-Time or Half-Time Status)**

1. Effective January 1, 2012, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification on or after January 1, 2012 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2013, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.1 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.
3. Effective January 1, 2014, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.2 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

The above adjustments shall be included in determining salary step placement under Los Angeles Administrative Code Section 4.91.

In classes where the pay grade description provides for automatic movement to a higher pay grade level after twelve months, if the effective date of the pay grade advancement is the same day as the effective date of a salary adjustment provided for in Subsection C. herein, the salary adjustment shall be included in determining placement on the salary range for the higher level pay grade.

D. Employees Compensated at a Flat Hourly Rate (Employees with Full-Time or Half-Time Status)

1. Effective January 1, 2012, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2013, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
3. Effective January 1, 2014, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.

E. Employees with Intermittent Status (Employees in Salary Range or Flat-Rated Classes)

1. Effective January 1, 2012, Unit employees with intermittent status who have been compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2013, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.1 above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2014, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.2 above shall receive an additional salary adjustment of 2.75%.

ADDITIONAL CASH PAYMENTS

F. Full-Time Employees Only

1. A one-time cash payment will be provided between November 1, 2011, and December 31, 2011, in a single separate check as a lump sum, calculated at 1.75% of the employee's annual base salary rate (excluding bonuses) in effect as of November 1, 2011.
2. A one-time cash payment will be provided between November 1, 2012, and December 31, 2012, in a single separate check as a lump sum, calculated at

1.75% of the employee's annual base salary rate (excluding bonuses) in effect as of November 1, 2012.

ARTICLE 19 **OVERTIME PRACTICES**

A new Section IV is added to read:

Effective the start of the payperiod following City Council approval of this MOU amendment and ending June 30, 2010, employees may accumulate up to 240 hours of compensatory time of (CTO). Notwithstanding the language in Section III above, Management may require employees to use CTO at any time prior to June 30, 2010.

All other provisions of Article 19 remain unchanged.

ARTICLE 39 **SICK LEAVE**

A new paragraph E is added to Article 39 to read:

E. January 2010 Excess Sick Leave

Notwithstanding Section 4.126, subsection (b) of the LAAC, any sick leave at full pay remaining unused at the end of the 2009 calendar year, which, if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall be compensated at 50% of the employee's salary rate in effect as of December 31, 2009, with payment made to the employee during the 2010-2011 fiscal year.

All other provisions of Article 39 remain unchanged.

ARTICLE 48 **RETIREMENT BENEFITS**

Paragraph A of Article 48 is amended in its entirety to read:

A. Benefits

Effective July 1, 2007 through to the start of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program (ERIP), 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. 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.

Effective at the start of the payperiod following the effective date of the ordinance implementing the ERIP through June 30, 2011, for employees hired prior to

Effective at the start of the payperiod following the effective date of the ordinance implementing the ERIP through June 30, 2011, for employees hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. 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.

Effective July 1, 2011 through June 30, 2026, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented. The employee retirement contribution will return to 6.0 percent (6%) in accordance with the ERIP Agreement of October 26, 2009.

All other provisions of Article 48 remain unchanged.

ARTICLE 59 **WORK SCHEDULES**

The following is added to Article 59 to read:

Regular Hours of Work and Compensation: October 25, 2009 - June 19, 2010

Notwithstanding any provisions above, or in the Los Angeles Administrative Code, the regular work schedules of full-time employees listed in the attached Salary Appendices will be 76.5 hours per payperiod commencing the first day of payperiod 10 (October 25, 2009) and ending the last day of payperiod 26 (June 19, 2010).

Employees eligible for overtime pursuant to Article 19 of this MOU shall continue to be credited only after 40 hours of compensated time in a workweek.

If, due to operational necessity, a non FLSA-exempt, full-time employee is assigned by Management to work more than 76.5 hours in any payperiod, his/her work hours shall be reduced in future payperiods so that the employee's work hours will have been reduced for a total of 59.5 hours between October 25, 2009 and June 19, 2010.

All other provisions of Article 59 remain unchanged.

SALARY APPENDICES A – H

APPENDIX I – SALARY NOTES

**APPENDIX J – RELOCATION ASSISTANCE PROGRAM
LIBRARY DEPARTMENT**

The attached Appendices are amended to reflect new effective dates and salary rates, as well as new Appendix letter designations and references to correctly lettered Appendices.

APPENDIX A

Operative on July 1, 2007

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2279 (3)	53,035-	59,132
6152	2	Librarian II	2673	55,812-	69,322
6152	3	Librarian III	2909	60,739-	75,460

APPENDIX B

Operative on January 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
6152	1	Librarian I	2325 (3)	54,121- 60,343
6152	2	Librarian II	2726	56,918- 70,700
6152	3	Librarian III	2967	61,950- 76,964

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2396 (3)	55,770-	62,160
6152	2	Librarian II	2808	58,631-	72,850
6152	3	Librarian III	3057	63,830-	79,302

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2396 (3)	55,770-	62,160
6152	2	Librarian II	2808	58,631-	72,850
6152	3	Librarian III	3057	63,830-	79,302

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2396 (3)	55,770-	62,160
6152	2	Librarian II	2808	58,631-	72,850
6152	3	Librarian III	3057	63,830-	79,302

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2468 (3)	57,441-	64,018
6152	2	Librarian II	2893	60,405-	75,043
6152	3	Librarian III	3148	65,730-	81,683

APPENDIX G

Operative on July 1, 2012

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2523 (3)	58,735-	65,480
6152	2	Librarian II	2958	61,763-	76,734
6152	3	Librarian III	3220	67,233-	83,541

APPENDIX H

Operative on July 1, 2013

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6152	1	Librarian I	2627 (3)	61,137-	68,131
6152	2	Librarian II	3077	64,247-	79,824
6152	3	Librarian III	3351	69,968-	86,923

APPENDIX I

SALARY NOTES

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 noise provisions of LAAC Section 4.61, Schedule A, Note K.

APPENDIX J

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

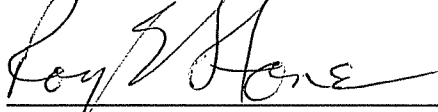
Council that recruiting numbers are sufficient to staff budgeted positions.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 06 shall remain in full force and effect during the new July 1, 2007 through June 30, 2014 term of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the 2007-2012 MOU No. 06 the day, month, and year written below.

AFSCME Local 2626
Librarian Unit Representatives

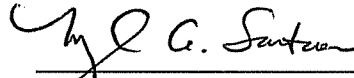
City of Los Angeles
Management Representatives



Roy Stone, President
AFSCME, Local 2626

10/26/09

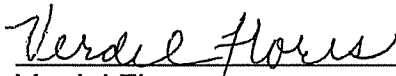
Date



Miguel A. Santana
City Administrative Officer

10/26/09

Date



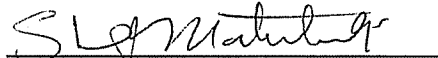
Verdel Flores

10-30-09

Date

Library Department
Approved as to Form

Date



Shirley Matulich

10/30/09

Date

FOR THE CITY ATTORNEY:



Ardem Tajerian

Date

10-26-09

Date



Marcos Cardenas
AFSCME, Council 36

11-3-09

Date