

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 16
REGARDING THE
SUPERVISORY LIBRARIAN REPRESENTATION UNIT**

**THIS AMENDMENT NO. 1 to the 2007-2012 Supervisory Librarian Representation
Unit Memorandum of Understanding No. 16 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
SUPERVISORY LIBRARIAN REPRESENTATION UNIT
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 16**

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, 16, 18, 19, 39, 48, 59, and Appendices A-I are hereby amended as follows.

ARTICLE 1 RECOGNITION AND GENERAL PROVISIONS

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

The term "employee(s)" as used herein, shall refer only to employees in the classifications listed in Appendices A through H, Salaries, as well as such classes as may be added hereafter to the Unit by the ERB.

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, and shall be effective the start of the payroll period following the date of City Council approval of this MOU:

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 last paragraph of Section III 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 above language in Section III, Management may require employees to use CTO at any time prior to June 30, 2010.

The following sentence in the middle of Section IV is amended to reflect the correct nomenclature of the Salary Appendices:

These employees will be paid the predetermined salary for each biweekly pay period, as indicated in Appendices A through H, and shall not receive overtime compensation.

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 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.

Full time, FLSA-exempt employees will be paid on the basis of a 76.5-hour payperiod work schedule and will not be compensated for hours worked in excess of 76.5 hours in a payperiod.

All other provisions of Article 59 remain unchanged.

SALARY APPENDICES A – H

APPENDIX I – SALARY NOTES

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>	
6155	1	Principal Librarian I	3686	76,963-	95,630
6155	2	Principal Librarian II	4401	91,892-	114,151
6153		Senior Librarian	3158	65,939-	81,912

APPENDIX B

Operative on January 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	3760	78,508-	97,551
6155	2	Principal Librarian II	4489	93,730-	116,448
6153		Senior Librarian	3220	67,233-	83,541

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	3873	80,868-	100,475
6155	2	Principal Librarian II	4624	96,549-	119,935
6153		Senior Librarian	3317	69,258-	86,046

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	3873	80,868-	100,475
6155	2	Principal Librarian II	4624	96,549-	119,935
6153		Senior Librarian	3317	69,258-	86,046

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	3873	80,868-	100,475
6155	2	Principal Librarian II	4624	96,549-	119,935
6153		Senior Librarian	3317	69,258-	86,046

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	3989	83,290-	103,481
6155	2	Principal Librarian II	4762	99,430-	123,526
6153		Senior Librarian	3417	71,346-	88,636

APPENDIX G

Operative on July 1, 2012

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	4080	85,190-	105,841
6155	2	Principal Librarian II	4869	101,664-	126,303
6153		Senior Librarian	3494	72,954-	90,640

APPENDIX H

Operative on July 1, 2013

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
6155	1	Principal Librarian I	4244	88,614-	110,121
6155	2	Principal Librarian II	5066	105,778-	131,398
6153		Senior Librarian	3635	75,898-	94,315

APPENDIX I

SALARY NOTES

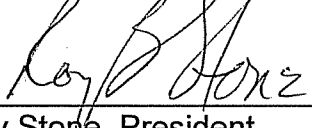
- Note 1:** Seven (7) employees, in the class of Senior Librarian, Code 6153, when regularly assigned to perform duties as Senior Librarian in charge of a Regional Branch, shall receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for the class.
- Note 2:** One (1) employee in the class of Senior Librarian, Code 6153, when regularly assigned to the Access Services Section of the Central Library, shall receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for the class.
- Note 3:** One (1) employee, in the class of Senior Librarian, Code 6153, when regularly assigned to the Catalog Department of the Information Technologies and Collections Division, shall receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for the class.
- Note 4:** 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 5:** 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.
- Note 6:** One (1) employee in the class of Senior Librarian, Code 6153, regularly assigned in each of the following departments in the Central Library: Art and Music; Business and Economics; Children's Literature; History; Info Now; International Languages; Literature and Fiction; Science, Technology and Patents; Social Science, Philosophy and Religions; and Teen Scape, and one (1) Senior Librarian, Code 6153, assigned to the Photo Collection (History Department) shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 16 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. 16 the day, month, and year written below.


AFSCME Local 2626
Supervisory Librarian Unit

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

Albert Johnson Date

Library Department Date

Laura Dwan Date

APPROVED as to Form
FOR THE CITY ATTORNEY:



Marcos Cardenas
AFSCME, Council 36

11-3-09
Date



Brad P. Johnston

10-26-09
Date