

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO  
THE BOARD OF LIBRARY COMMISSIONERS AND THE CITY COUNCIL  
REGARDING THE  
LIBRARIAN REPRESENTATION UNIT  
(MOU #6)**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU)  
made and entered into this 4th day of December, 2015.**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES  
(hereinafter referred to as "Management")**

**AND**

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

**July 1, 2015 through June 30, 2018**

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## **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), Council 36, 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, Council 36, 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 the salary Appendices, 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 December 4, 2015, between 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), Council 36, Local 2626, 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 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, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and

confer after implementation, but in no event shall said MOU become effective prior to 12:00 a.m. on July 1, 2015. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2018. The MOU in effect of June 29, 2014 shall have remained in effect through June 30, 2015.

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 MOU, to their mutual satisfaction and are continuing to meet and confer in good faith.

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

In the event Union or Management desires a successor MOU, said party shall serve upon the other between April 1, 2018 and April 30, 2018, 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 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 Board of Library Commissioners. 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**

A representative from the Librarians' Guild shall be allowed on City time to make a presentation regarding general Union information during each department orientation session during the Human Resources section of the orientation.

Management will provide information to new Unit employees on how to access their MOU. 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**

The Controller will provide the Union, in writing or in digital electronic format 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, home address, employee number, class code, class title, Union membership status, and location by department and division, as applicable.

The Union shall make every effort to ensure the security of the information provided and not share information with any outside entity or vendor.

## **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 work rules are established or changes are made in existing work rules affecting conditions of employment, Management shall give the Union fifteen (15) calendar days 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 work 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 within fifteen (15) calendar days 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 email to the Union copies of all job bulletins. Tentative examination bulletins, approved by the Head of the Selection Division of the Personnel Department, will be emailed to the Union seven (7) calendar days in advance of the public posting of the final bulletin for the examination.

## **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. Management will provide a special Central Library access card for the Librarians' Guild President, Executive Vice-President, and Chief Rank and File Steward.

The 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 secure or confidential.

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

The Union may use City Library 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.



If the facility requires rental fees, Management shall waive said fees, however, it is understood that the Union will pay any facility cost(s) associated with special set-up, security, or cleanup.

## **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 the Appendices.

### **A.        DUES/FEES**

1. a. Each employee in this unit (who is not on a leave of absence) shall, as a condition of continued employment, after the first thirty (30) calendar days of employment become a member of the Union, or pay the Union a service fee in an amount not to exceed periodic dues, and general assessments of the Union for the term of this MOU. Such amounts shall be determined by Union and implemented by Management in the first payroll period, which starts 30 calendar days after written notice of the new amount is received by the Controller.
- b. Employees who are members of the Union prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as a Union

member with automatic dues deduction immediately upon their return to work.

2. Notwithstanding any provisions below and 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.
3. Any employees in this Unit who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty-day period commencing ninety (90) days before the expiration of the MOU by notifying the Union of their termination of Union dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Union from which dues deductions are to be cancelled. The Union will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.
4. The CAO and the Union shall jointly notify all new members of the 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**

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 (LAAC).

## **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 the name 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, 475 U.S. 292 (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            POLITICAL ACTION CONTRIBUTIONS**

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 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 sixty (60) calendar days after the date such deductions were or should have been made.

## **ARTICLE 18            SALARIES**

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

### **A.     SALARY STEPS**

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

1. Three additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one premium level.\*

- a. Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one premium level below the entry level of the targeted Civil Service classification which will not be below \$15.00 per hour.
  - b. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
  - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two premium levels (Step 4 will be one premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
  3. Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
  4. A new Step 12 will be created which will be one premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

\*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

1. Effective January 7, 2018, each employee who is compensated on a salary range will advance one step on the salary range regardless of their step or step anniversary date.
2. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.
3. Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the qualifying period and during each subsequent qualifying period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12-MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2,080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

An employee who is appointed or assigned to a new position on the same or lower salary range shall retain the step advancement date established for the former position.

F. INTERMITTENT EMPLOYEES AND HALF-TIME EMPLOYEES EXEMPTED FROM CIVIL SERVICE

Intermittent employees and half-time employees exempted from Civil Service provisions by Charter Section 1001 shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full- or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

E. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 13, 2015, employees who receive a promotion shall be moved to the salary step that provides a minimum 5.5% increase over the rate received in the former position. As provided in LAAC Section 4.91, any regularly assigned bonus or

premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

## **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 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 ends at ~~8:10~~ p.m. or later. See Note Below  
8:00

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 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.

Note: See CAO's Technical Corrections Memo from April 17, 2017. Available on [lg2626.org](http://lg2626.org) under "MOU."

Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

## **ARTICLE 21           SUBSTITUTION FOR SUPERVISOR**

Effective July 1, 2015, time served in the following higher level assignments shall be credited as qualifying experience for promotional purposes.

### **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 ten (10) working days in such assignment at his/her regular rate of compensation. Management shall not divide or alternate the assignment of an employee temporarily in charge of a unit due to the absence of the regular supervisor during the qualifying period. Such additional compensation shall begin on the 11<sup>th</sup> consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 consecutive hours of assignment.

Approved leave time off taken during a qualifying period shall extend the 10-day qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the 10-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. All other absences shall constitute a disqualifying break in the 10-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

Each subsequent temporary assignment in which the employee is in charge of a unit in the absence of a supervisor, following the employee's return to his/her regular assignment, shall not require 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 10 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. Additional compensation is non-pensionable.

### **Status Review**

Acting pay is not intended as compensation for a long-term out-of-class assignment and effective December 13, 2015, shall not extend past one (1) year. 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. Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

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 has been certified as proficient in American Sign Language (ASL) to provide City services to the deaf community, and who is requested by the employing department to utilize ASL 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. Additional compensation is non-pensionable.

#### **ARTICLE 24           MILEAGE**

Each employee who is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, 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.

Library management will provide reduced parking validation cards at the Westlawn Garage for any meeting held at Central Library attended by branch library staff.

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 (IRS). 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 or on such other date as the IRS may determine.

#### **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 four dollars (\$4.00) 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 4.221 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 four dollars (\$4.00) 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 six dollars (\$6.00) 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**

### **STATEMENT OF INTENT**

Management and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

### **DEFINITION**

A grievance is defined as a 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. The parties agree that the following shall not be subject to the grievance procedure:

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.

## **GENERAL PROVISIONS**

### **A. BINDING ELECTION OF PROCEDURE**

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 must 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 procedure chosen and a waiver of the alternate procedure.

### **B. GRIEVANCE PROCESS RIGHTS**

No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.

### **C. TIME, TIME LIMITS AND WAIVERS**

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 37 of this MOU.

The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and Management may jointly waive one level of review from this grievance procedure.

### **D. MEDIATION**

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party 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 shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal 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 shall not be used during any subsequent arbitration.

Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may mutually agree to accept the opinion of the mediator as binding.

If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

## **E. EXPEDITED ISSUES**

To resolve issues at the appropriate level, the following issues will be automatically waived to the General Manager level of the grievance process.

- Suspensions without pay
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Additional issues may be waived to the General Manager level upon mutual agreement of the Union and Management.

## **GRIEVANCE PROCESS**

### **STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION**

The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

### **STEP 2**

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.

The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

### **STEP 3**

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The General Manager or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.



## **STEP 4      ARBITRATION**

If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within ten (10) business days following receipt of said list. Failure of the Union to notify the Employee Relations Board of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

- 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 Employee Relations Board, 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 party incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- 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.

## **PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES**

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same.

## **PROCEDURE:**

### **STEP 1**

The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.

The General Manager, or designee, shall provide written notification to the Employee Relations Division of the Office of the City Administrative Officer (CAO) of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The General Manager, or designee, may include department managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the union. The General Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

### **STEP 2**

If the grievance is not settled at Step 1, the Union may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

## **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.

The Union may designate a reasonable number of Union Stewards who must be members of the Union, and shall provide a written list of the designated representatives to Management, and revised lists within 30 calendar days of any changes in said designations. A steward may represent said grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and/or his/her representative may have a reasonable amount of paid time off for the above-listed activities. However, said representative will receive paid time off only if he/she is the representative of record; is a member of the same Union as the employee; is employed by the same department, office or bureau; and is employed within a reasonable distance from the work location of the employee.

If said representative must leave his/her work location to represent an employee, the representative shall first obtain approval from his/her supervisor on a form provided for such purpose. 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 after the time of the representative's request, excluding scheduled days off and/or legal holidays, 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.

Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.

Time spent in presenting grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her representative shall not be counted as work time for any purpose. Whenever these activities occur 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. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for stewards and front-line supervisors.

No later than March 18, 2016, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both union stewards and front-line supervisors will be certified. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

As is practicable, grievances will be heard by certified supervisors.

## **ARTICLE 29           HEALTH AND SAFETY**

### **Section I**

It is the intent and commitment of Management to provide a safe, secure and healthy workplace for its employees. The 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, violent, or unsafe working condition promptly to his/her immediate supervisor. Supervisors are expected to notify the appropriate level of Department Management so that corrective action may be taken.

Management will make every attempt to correct or eliminate unsafe conditions or threats of violence against employees, if within its authority and capability. The designated Departmental Safety Coordinator will be involved as appropriate.

### **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**

A Joint Labor Management Committee on Health and Safety (JLMC-H&S) was established during the term of the 2007-2012 MOU. This Committee replaced the "Health and Safety Committee" described in the 2004-2007 MOU. The members of the JLMC-H&S shall include the Director of Library Human Resources, the Business Manager, the Union President and up to three additional Union members of the Union's choosing, and one AFSCME Business Representative. The JLMC-H&S may invite, as needed, subject area experts for their input and recommendations. These subject area experts may include, but are not limited to, the representatives of the City of Los Angeles Personnel Department Safety and Workplace Violence Unit, and the Chief of LAPL Security.

This JLMC-H&S shall be considered as a subcommittee of the City-Wide JLMC Safety Committee to enable access to greater City-wide resources that may not be available in the Library Department. The JLMC-H&S will hold regular bi-monthly meetings; more frequent meetings may be held as necessitated by circumstances. The topics that the JLMC-H&S will include are health, safety, employee well-being, safety training, major incident notification, and communication protocols for hazardous or unsafe working conditions and other types of security alerts. Library Management will provide summary reports regarding incidents that occur in the Library Department, at the JLMC-H&S meetings as they become available.

## **Section V - Ergonomics**

The parties agree the JLMC-H&S will discuss ergonomic-related issues within the Department.

Library Management agrees to allocate \$20,000 during the term of this MOU for ergonomic equipment that is recommended by the Personnel Department's Ergonomist as a result of a Library workstation assessment or evaluation. Any unspent funds at the end of this MOU term shall revert to the Library's budget.

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 seven (7) 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. The Library Department will make a concerted effort to have supervisors included on the interview panel for transfers to their respective work units.

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 will 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.

Management will make a concerted effort to assign the same person as a substitute to fill the maximum substitute time needed to compensate the vacancy left by each full time long-term vacancy.

## **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 agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

During the term of this MOU, Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the LAAC, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

**ARTICLE 35            VACATIONS**

**Section I -    Vacation Accrual**

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 LAAC.

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:

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes
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.



## **Section II - Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave**

Unit members called into active military service (other than temporary military service) shall, following their qualifying year of service for vacation, continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued, but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of his/her leave of absence. Military orders or other evidence of call-up into the armed forces of the United States must be submitted with the request.

### **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:

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 or 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. In accordance with Library Resolution No. 2013-43 (C-35) dated September 26, 2013, whenever the Christmas Day, New Year's Day, Independence Day (July 4), or Veteran's Day holiday falls on a Sunday, public library facilities will be closed on Sunday (actual holiday) and Monday (City-observed holiday).
  - C. In accordance with Library Resolution No. 2013-43 (C-35) dated September 26, 2013, whenever Christmas Day, New Year's Day, Independence Day (July 4), or Veteran's Day holiday falls on a Saturday, public library facilities will be closed on Saturday (actual holiday) and Friday (City-observed holiday).
  - 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 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 notify employees of the disposition of requests for leaves of absences within fifteen (15) calendar days of the submission. 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 LAAC.

### **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.

Effective December 27, 2015, the total number of hours of 100% sick leave that may be used to secure preventive medical treatment shall increase to forty (40) hours for a full-time employee and twenty (20) hours for a regular half-time employee.

### **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, unless said employees had already completed six consecutive months of service and were compensated for at least 500 hours as an intermittent employee prior to becoming half-time, in which case they will become eligible immediately upon designation to half-time status to accrue and use sick leave at the appropriate pro-rated amount.

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, or who has not completed six months of City service and been compensated for 500 hours as an intermittent employee, shall be required to complete the six-month qualifying period and to have been compensated for at least 500 hours in accordance with this Article. 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, except as provided in Article 47.

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.

**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 (see "Family and Medical Leave" article).

**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. Effective December 27, 2015, the aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) days. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon adoption of a child, an employee will be permitted to use fifteen (15) 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, great/grandparents, great/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, great/grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

#### **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 4.127.1(a)(d) of the LAAC, except as provided below for simultaneous, multiple family deaths.

For the purposes of this Article, the definition of an immediate family member shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, great/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, great/grandchild, mother, father.

Notwithstanding LAAC Section 4.127.1(a), for purposes of this Article, paid leave at full pay up to a maximum of six working days will be allowed for simultaneous, multiple family deaths.

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 have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership for on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

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.

Effective January 1, 2015, Unit members shall be entitled to use the bereavement leave granted under this Article up until 370 calendar days from the date of death of the qualifying immediate family member. Bereavement leave not used prior to 370 calendar days from date of said death shall be deemed waived and lost.

#### **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 OR BONE MARROW DONATIONS**

Employees shall be given reasonable time off with pay to donate blood (including apheresis/platelet donations) or bone marrow in accordance with LAAC Section 4.118.

#### **ARTICLE 44            JURY SERVICE**

Any full-time or half-time employee, as defined by Section 4.110(a) of the LAAC, 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. 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 LAAC. The absence of an intermittent employee as defined by Section 4.110(b) of the LAAC 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.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the court to perform jury service.

Compensation for mileage paid by the courts for jury service shall be retained by the employee.



Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

## **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 [720 hours]) 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 40), 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 LAAC 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 [720 hours]) 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.

**Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section IV of this Article.)

### 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". Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or

financially support a child, or in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

- D. **Child** 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.

### III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit 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 up to four (4) months (nine [9] pay periods [720 hours]) of leave if disabled due to pregnancy.

- 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. **Pregnancy** - The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one year of the child's birth.

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 [720 hours]) and must be concluded within one year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection IV.B "Adoption". (The administration of such leave shall be in accordance with Sections III.B. and IV.F of this Article.)

- B. **Adoption** - 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. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
- 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 care facility; or
2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
3. Any period of incapacity (or treatment therefor) 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. **Continuous, Intermittent, and Reduced Work Schedule Leave** - 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 LAAC during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the

discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

- 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. A personal leave beyond the four (4) months (nine [9] pay periods [720 hours]) 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.
- I. Management has the right to request and 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.
- J. 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 [720 hours]) 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 (Father or Domestic Partner), Adoption, Foster Care, or Family Illness**

1. Annual family illness sick leave up to fifteen (15) 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 period [720 hours]) 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 period [720 hours]) 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 AND INTERMITTENT EMPLOYEES**

**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 LAAC 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 1,040 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 are frozen.)
4. In accordance with LAAC Section 4.254, Accumulation of Vacations, employees are permitted to accumulate vacation not to exceed two (2) annual vacation periods, and no vacation hours shall be permitted to accrue in excess of the maximum two (2) annual vacation periods. 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.

## **INTERMITTENT EMPLOYEES**

7. Effective December 13, 2015, Intermittent employees shall be eligible to accrue Compensated Personal Time Off (CPTO) at a rate of 2.75 minutes for every hour compensated. Employees must complete a period of six consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the CPTO. This benefit may be used in no less than one-half hour increments for the following:
  - Sick leave, family illness, or preventive health care;
  - Personal business, subject to approval of the supervisor;

- Holidays assigned off. When a holiday falls on an employee's assigned schedule and the employee is not required to work on that holiday, an employee may request to use CPTO. If the qualifying employees choose not to use CPTO for the holiday, the employees may be allowed, subject to the approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.

CPTO may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of such amount shall be deemed waived and lost.

There shall be no payment of any form for unused personal time upon separation from City service for any reason.

Employees who hold more than one intermittent position concurrently shall be eligible to accrue CPTO in only one position. Employees should designate a primary employing department in writing with their primary and secondary employing departments and with the Controller's Office. If an employee fails to designate a primary employing department, the Controller's Office will designate the first department to hire the employee as the primary employing department. Employees may change their designated primary department during the Open Enrollment period of October 1 – 31. If an employee changes departments outside the Open Enrollment period, the Controller's Office will designate the first department to hire the employee as the primary employing department, unless the employee notifies the Controller's Office otherwise within 30 calendar days of the effective date of the change.

#### **ARTICLE 48            APPEAL PROCEDURE FOR INTERMITTENT PART-TIME/CIVIL SERVICE-EXEMPT HALF TIME EMPLOYEES**

Effective December 13, 2015, the following appeal procedure for Intermittent Part-time / Civil Service-Exempt Half Time Employees shall be as follows:

- A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from his/her initial hire date who is subject to discipline shall be provided with the following:
  1. A written description of the action(s) to be taken and the expected effective date(s).
  2. A written statement of the specific grounds upon which the disciplinary action is based.
  3. A copy of the materials upon which the action is based.

4. A written statement informing the employee of his/her right to appeal the disciplinary decision within five business days to an advisory hearing.

- B. The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service-exempt half-time employees who have worked a total of at least 2,000 cumulative hours from his her initial hire date will be heard by a Hearing Officer from this list.

The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within five business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The costs of the Hearing Officer shall be shared equally by the Union and the City.

The Hearing Officer shall determine if the discipline or level of discipline is based on a reasonable good faith conclusion that the employee engaged in misconduct.

The Hearing Officer shall issue a written decision the same day, which shall be advisory to the Department head, whose decision shall be final.

## **ARTICLE 49            RETIREMENT BENEFITS**

### **A.        Benefits**

1.        Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009 and LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026 or until the ERIP cost obligation is fully paid, whichever comes first.
2.        For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

## **B. Retiree Health Benefits**

1. There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.
2. With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).
3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.
6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit

for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

### **C. Procedure for Benefits Modifications**

1. 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 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.
2. 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.
3. 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.

### **D. Part-Time Employees**

1. Part-time employees in this Unit eligible for membership in the LACERS shall be certified as LACERS members under the following conditions:
  - a. Half-time employees, upon written request to the appointing authority shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, if elected.
  - b. Effective July 26, 2015, intermittent part-time employees in this Unit shall, after 1,000 compensated hours in one service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.
2. Employees certified as LACERS members prior to the effective date of this MOU.

3. For employees not eligible for LACERS membership, a flat-rated employee contribution of four and on-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.
4. Retiree health benefits are provided as defined in B above.

## **ARTICLE 50 FLEXIBLE BENEFITS PROGRAM**

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

During the term of this MOU, the City agrees that it will not unilaterally impose a reduction in plan design or benefits for any benefit plan applicable to employees covered by this MOU. Nothing in this MOU, however, shall prevent the parties from jointly reaching agreement on plan design or benefits applicable to employees covered by this MOU. Additionally, nothing in this MOU constitutes a waiver by the Union or the City with respect to making changes to plan design or benefits.

If there are any discrepancies between the benefits described herein and the Flex Program approved by the JLMBC, the Flex Program benefits will take precedence.

### **Health and Wellness Bonus**

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program shall receive a non-pensionable biweekly health and wellness bonus of 1.5% of base salary.

### **Health and Wellness Contribution**

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program without regard to whether an employee opts out of medical coverage shall make a pre-tax contribution equal to 1.5% of base salary to cover the cost of health care.

### **Section I - Health Plans**

The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department, in accordance with LAAC Section 4.303.

Effective January 1, 2015, Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate ("maximum monthly health care subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the LACERS. 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 health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

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.

Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the LAAC, who became a member of LACERS following July 24, 1989, and for each employee who transfers from full-time to half-time status following July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan. Half-time employees who, prior to July 24, 1989, 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. 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 July 24, 1989, 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 July 24, 1989. Any half-time employee with a break in service after July 24, 1989 shall be subject to the partial subsidy provisions in this Article.

Full-time employees who work a temporary reduced schedule under the provisions of Article 46, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article as well as the required Health and Wellness bonus and contribution toward the cost of health care as described in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, 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 JLMBC 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 JLMBC and administered by the Personnel Department, in accordance with LAAC Section 4.303.

For full-time employees who are members of LACERS, Management will expend 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 July 24, 1989, 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 July 24, 1989, 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 July 24, 1989, 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 July 24, 1989. Any half-time employee with a break in service after July 24, 1989 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 July 24, 1989, 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 JLMBC 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 have an approved City Affidavit of Domestic Partnership form or a registered State of California

Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

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. 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 employees who are on family or medical leave, under the provisions of Article 46 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 46 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

#### **Section VI - Benefit Protection Plan**

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex disability insurance carrier, management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two years or at the close of claim, whichever is less. Employees must have been enrolled in a Flex medical, dental and/or basic life plan prior to the beginning of the disability leave. Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

## **ARTICLE 51           DISABILITY INSURANCE PROGRAM**

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for active employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the plan available. The City's JLMBC 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 52           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 LACERS, 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 53           EMPLOYEE ASSISTANCE PROGRAM**

Management will expend for employees who are members of the 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 JLMBC.

## **ARTICLE 54           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 evaluatory or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has received a copy of the

document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

A written reprimand or "Notice to Correct Deficiencies" will be sealed upon written request of an affected employee if he/she has not been involved in any subsequent related incidents that resulted in written corrective counseling or other disciplinary action for a period of four years from the date the most recent notice was issued. There will be no reference in the personnel folder to said material.

Pursuant to the above paragraph, those documents, either removed from the personnel file or sealed, shall be available upon subpoena or other appropriate legal request.

An employee may submit a written rebuttal within thirty (30) calendar days 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 by the employee, 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.

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 55            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 56 LIBRARIANS EDUCATIONAL ADVANCEMENT PROGRAM**

Management of the Library Department agrees to provide an appropriation of \$15,000 per fiscal year for the term of the 2015-2018 MOU for the exclusive purpose of funding training programs and/or attendance at conferences 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.

Funds from this source may be used for members of this Unit to attend conferences that enhance their professional development, including but not limited to the following: American Library Association (ALA), California Library Association (CLA), Public Library Association (PLA), Special Libraries Association (SLA). Priority for attendance shall be:

- (1) Librarians who are invited to participate in a professional association conference.
- (2) Active participants on professional association committees.
- (3) All other Librarians who are interested in attending a conference for professional development.

Up to \$600 per Librarian may be allocated for attendance at each such conference taking place within the State of California; up to \$750 may be allocated for attendance at conferences outside of California.

Any training and/or attendance at conferences proposed must be of direct value to the Library and will provide special knowledge and skills to the trainee/attende 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 and/or attendance at conferences to meet those needs. Proposals must be submitted to the Library Department's personnel office at least three months prior to the start of the program.
3. Assist the Library Department in developing a career counseling program for Unit members.
4. Disseminate information on available programs to Unit members.

**Management Responsibilities - Library Department will:**

1. Consult with the Union in developing training proposals.
2. Have final authority for approving all training programs and/or attendance at conferences.
3. Administer all training programs.
4. Administer the funds for training and/or attendance at conferences.
5. Provide career counseling to Unit members.
6. Notify the Union and give the opportunity to consult on the creation of forms and/or processes and procedures for the selection of conferences, classes, and travel.

**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 and/or attendance at conferences. 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 and/or attendance approved for conferences, 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 and/or attendance at conferences offered under this Article;
6. Employees interested in participating in training sessions and/or attendance at conferences will submit a completed application to their supervisor, who in turn will forward the application through the chain of command to the Division level Librarian and the Department Training Coordinator. Library Management will provide the list of approved and denied candidates to the Guild prior to the training and/or attendance at conferences.

## **ARTICLE 57                    STAFFING FOR 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.

Toward that goal, Management of the Library Department agrees to allocate \$10,000 per fiscal year during the term of the 2015-2018 MOU to provide coverage by part-time intermittent staff so that full-time and half-time staff in this Unit can participate in training and/or can conferences.

## **ARTICLE 58                    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 59            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 60            WORK SCHEDULES**

Pursuant to the Fair Labor Standards Act (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 FLSA.

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 27 (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 61            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 fourteen (14) 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 CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC 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 CAO 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 and an additional Librarian's Guild Officer up to two days (16 hours) per month per employee 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 62 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 63 RETIREE SUBSTITUTE EMPLOYEES**

Librarians may request information about 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 120 days in a fiscal year.

**ARTICLE 64 SERVICE AND WORKFORCE RESTORATION**

- A The City and Union will mutually designate trainee-level positions in applicable bargaining units and design training programs for targeted entry-level Civil Service classifications.
- B. Trainee-level positions will only be used by mutual agreement of the parties, contingent and specifically conditioned on the City funding Civil Service positions in department budgets.

**ARTICLE 65 CONTRACTING OF UNIT WORK**

The parties agree that during the term of this MOU the following terms and conditions shall apply to the contracting of unit work:

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.

- B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by AFSCME, Local 2626.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
  - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the union a list of individuals responsible for coordinating contracting information in each department.
  - 2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days of the Charter 1022 notification. Failure by the union to request such meeting(s) within the prescribed fifteen (15) days shall constitute a waiver of the union's right to continue this process.
  - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
  - 4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.
  - 5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within (90) calendar days for contracts of \$1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
  9. Arbitration fees shall be shared equally by the Union and the City.
- F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure, Article 19 of the MOU, and shall not delay the implementation of the contract if all other provisions of this article have been met.

The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 6) of the Grievance Procedure. Effective January 1, 2008, Arbitration is Step 4 of the Grievance Procedure.

- G. The parties agree that, effective December 13, 2015, the Union may file a grievance regarding the Charter 1022 notification.
1. A grievance challenging the 1022 notification shall be filed within fifteen (15) calendar days of the Union's knowledge of the alleged deficient notification.
  2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within thirty (30) days of filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.
  3. The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

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

Cheryl Parisi  
Cheryl Parisi, Executive Director  
AFSCME District Council 36

12/4/15  
Date

Miguel A. Santana  
Miguel A. Santana  
City Administrative Officer

12/3/15  
Date

Roy Stone  
Roy Stone, President  
AFSCME Local 2626

12/10/15  
Date

Henry Gambill  
Henry Gambill, Vice President

12/10/2015  
Date

Mathew Rodriguez  
Mathew Rodriguez  
Encino Tarzana Branch

12/10/15  
Date

FOR THE CITY ATTORNEY:

Ardem Tajerian  
Ardem Tajerian  
Van Nuys Branch

12/10/15  
Date

Angelo S. Pardo  
Angelo S. Pardo  
Date

12/4/15  
Date

Vi Ha  
Vi Ha  
Teenscape Central Library

12/10/15  
Date

Barbara Metzbaum  
Barbara Metzbaum  
Studio City

12/13/15  
Date

Elyse Barrere  
Elyse Barrere  
Sherman Oaks Branch

12/14/15  
Date

Teresa Sanchez  
Teresa Sanchez  
AFSCME District Council 36

12/12/15  
Date

**Appendix A**

**MOU 06**

**Operative on July 1, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE</b>		
0592-0	LAW LIBRARIAN	3185	\$ 66,503	--	\$ 89,659
6152-1	LIBRARIAN I	2625 (3)	\$ 61,095	--	\$ 73,873
6152-2	LIBRARIAN II	3078	\$ 64,269	--	\$ 86,610
6152-3	LIBRARIAN III	3349	\$ 69,927	--	\$ 94,252

**Appendix B**

**MOU 06**

**Operative on December 13, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
0592-0	LAW LIBRARIAN	2937	\$ 63,016	--	\$ 89,700
6152-1	LIBRARIAN I	2421 (6)	\$ 61,116	--	\$ 73,915
6152-2	LIBRARIAN II	2838	\$ 60,886	--	\$ 86,631
6152-3	LIBRARIAN III	3087	\$ 66,231	--	\$ 94,252

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix C**

**MOU 06**

**Operative on June 25, 2017**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
0592-0	LAW LIBRARIAN	2998	\$ 64,310	--	\$ 91,496
6152-1	LIBRARIAN I	2470 (6)	\$ 62,348	--	\$ 75,398
6152-2	LIBRARIAN II	2896	\$ 62,139	--	\$ 88,406
6152-3	LIBRARIAN III	3149	\$ 67,568	--	\$ 96,132

\* Step 1 is reserved for agreed upon trainee classifications.



Appendix D

MOU 06

Operative on January 7, 2018

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 1&amp;*)</b>		
0592-0	LAW LIBRARIAN	2998	\$ 64,310	--	\$ 94,023
6152-1	LIBRARIAN I	2470 (6)	\$ 62,348	--	\$ 77,465
6152-2	LIBRARIAN II	2896	\$ 62,139	--	\$ 90,828
6152-3	LIBRARIAN III	3149	\$ 67,568	--	\$ 98,783

\* Step 1 is reserved for agreed upon trainee classifications.

**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. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

**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. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

**Note 3: Step Advancement for Librarians**

- a. Any full-time or half-time employee in the class of Librarian I, Code 6152-1, shall start employment on Step 6 of the salary range prescribed for that class. During the term of this MOU, any employee in the class of Librarian I, Code 6152-1, who completes 12 months on the eighth 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 and one-half (5.5) 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.

## APPENDIX F

### 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 prior to June 30, 2017.
Benefit End:	This benefit will cease on June 30, 2017.