

**AMENDMENT NO. 2**

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

**THIS AMENDMENT NO. 2 to the 2007-2012 Librarian Representation Unit  
Memorandum of Understanding No. 6 is made and entered into  
this 29<sup>th</sup> day of April, 2011**

**BY AND BETWEEN**

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

**AND THE**

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

**AMENDMENT NO. 2  
LIBRARIAN REPRESENTATION UNIT  
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 6**

This Memorandum of Understanding (MOU) Amendment No. 2 reflects agreement reached by the parties on April 24, 2011, which amends the 2007-2012 MOU that was previously amended on October 26, 2009 by MOU Amendment No. 1 and subsequently revised effective July 1, 2010, by the terms of the October 26, 2009 Letter of Agreement, resulting in the current expiration date of June 30, 2013.

This MOU Amendment No. 2 reflects the terms of the Letter of Agreement entered into by the parties on April 8, 2011, as follows:

- The term of the MOU is extended by one year through June 30, 2014.
- Salary Appendix F, effective July 1, 2011, is revised to reflect a .75% COLA, which represents a 1.5% reduction in members' salaries for Fiscal Year 2011-12 (from the previously scheduled 2.25% COLA) and in exchange employees shall receive four, eight-hour paid days off (32 hours) in 2011 between the Christmas Day and New Year's Day holidays (except where noted).
- The cash payment of 1.75% previously scheduled to occur on November 1, 2012 is eliminated, and in exchange unit members shall receive four, eight-hour paid days off (32 hours) in 2012 between the Christmas Day and New Year's Day holidays (except where noted).
- Salary Appendix G, effective July 1, 2012, is revised to reflect a 2.25% COLA, and restoration of 1.5% from Fiscal Year 2011-12.
- Salary Appendix H, effective July 1, 2013, is added to reflect a 1.75% COLA.
- Effective April 1, 2011 through June 30, 2012, for Council-controlled departments, the provision for overtime will be in the form of compensatory time off (CTO) up to 240 of accumulated hours instead of cash payments, except where noted.
- Effective April 24, 2011, there will be graduated additional employee retirement contributions to defray a portion of the City's cost of providing retirement health benefits, and in turn the retiree health benefit is vested as described in the below Retirement Benefits article. Accordingly, effective April 24, 2011 Unit members will contribute an additional 2% (above the pre-April 24, 2011 employee contribution rates), increasing to an additional 4% effective July 1, 2011 (above the previously scheduled July 1, 2011 employee contribution rate of 7%), for a total 11% (pre-tax) employee retirement contribution rate on July 1, 2011.
- Effective April 24, 2011 through April 23, 2012, all regularly-scheduled salary step advancements shall be frozen with salary step anniversary dates being postponed by one year.
- Any excess sick leave hours (up to 96) accumulated above 800 hours, which would have been paid out in January 2012 and January 2013 will be deposited instead into a leave bank, with said banked excess sick leave hours being available to be used in a manner similar to vacation, or cashed out at the time of retirement.

Articles 4, 5, 18, 19, 37, 39, 48, and 64, and Salary Appendices F, G, and H, are hereby amended as follows:

**ARTICLE 4            TERM**

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

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

All other provisions of Article 4 remain unchanged.

**ARTICLE 5            CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Article 5 is amended in its entirety to read:

In the event the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2014 through April 30, 2014, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

**ARTICLE 18          SALARIES**

Article 18 is amended by revising the following paragraphs to read:

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

Appendix F	July 1, 2011
Appendix G	July 1, 2012
Appendix H	July 1, 2013

**ADDITIONAL SALARY ADJUSTMENTS**

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

- 1. The 2.75% additional salary adjustment originally scheduled to be effective January 1, 2012, was moved up one year to be effective January 1, 2011, in accordance with the Letter of Agreement dated October 26, 2009. Accordingly, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification on or after January 1, 2011 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2014, Unit employees at step 5 of the salary range for their classification who received the 2.75% additional salary adjustment on or after the effective date of January 1, 2011, as provided for in accordance with the 2007-2012 MOU 3 Amendment 2 as modified by the October 26, 2009 Letter of Agreement, shall receive an additional salary adjustment of 5.5% effective January 1, 2014, provided that said employees have received the previous January 1, 2011, 2.75% additional adjustment provided for in C.1. above for at least 12 months.
3. This paragraph is deleted.

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

Effective January 1, 2014, Unit employees in flat-rated classifications shall receive a salary adjustment of 5.5%.

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

Effective January 1, 2014, Unit employees with intermittent status with 2000 hours of compensated time subsequent to the 2.75% adjustment provided effective January 1, 2011 shall receive an additional salary adjustment of 5.5%.

**ADDITIONAL CASH PAYMENTS**

**F. Full-Time Employees Only**

The one-time, lump sum cash payment previously scheduled to be provided between November 1, 2012, and December 31, 2012, in accordance with the 2007-2012 MOU 6 Amendment No. 2 as modified by the October 26, 2009 Letter of Agreement, is eliminated. In exchange, Unit employees shall receive four, eight-hour days of paid time off during the 2012 holiday period of December 24, 2012 through December 31, 2012 as described in the Holiday article in this MOU amendment.

**ARTICLE 19 OVERTIME**

**Compensated Time Off (CTO) (Council-Controlled Departments Only)**

A new third paragraph under Section III of Article 19 is added to read:

Effective April 24, 2011 employees in this Unit whose salaries in any portion are paid for by the General Fund shall not receive cash overtime during the period April 24, 2011 through June 30, 2012, unless authorized by the City Administrative Officer due to extraordinary circumstances. Said employees may accumulate up to 240 hours of compensatory time off (CTO). The parties agree the City will provide

notice to employees who have accrued CTO time in excess of 180 hours and employees shall request to schedule time off within a reasonable period (not to exceed three pay periods) in order to reduce their CTO bank below the 180-hour threshold. Any General Manager requesting exemption from this provision shall be required to submit a written request to the City Administrative Officer for evaluation and approval.

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

New paragraphs O and P are added to read:

- O. 2011 Holiday Closure – Full and Half-Time Employees Only - Effective December 27, 2011 through December 31, 2011, in exchange for employees' receiving a salary reduction of 1.5% between July 1, 2011 and June 30, 2012, full-time employees shall receive four, eight-hour days off (32 hours) with pay, and half-time employees shall receive 16 hours off with pay, between the City's 2011 Christmas Day and New Year's Day holidays. It is recognized that not all departments or divisions will be able to shut down during this holiday period. Departments that are unable to shut down during the holiday period specified above shall be required to submit an alternate plan to the Office of the City Administrative Officer (CAO) prior to November 1, 2011. The CAO shall discuss the alternate plans with the Coalition.
  
- P. 2012 Holiday Closure - Effective December 24, 2012 through December 31, 2012, in exchange for the elimination of the 1.75% cash payment previously scheduled for full-time employees only for November 1, 2012, full-time employees shall receive four, eight-hour days off (32 hours) with pay between the City's 2012 Christmas Day and New Year's Day holidays. Eligible half-time employees will receive 16 hours of paid leave. It is recognized that not all departments or divisions will be able to shut down during this holiday period. Departments that are unable to shut down during the holiday period specified above shall be required to submit an alternate plan to the Office of the City Administrative Officer (CAO) prior to November 1, 2012. The CAO shall discuss the alternate plans with the Coalition.

## **ARTICLE 39            SICK LEAVE**

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

- E. Excess Sick Leave Payments - January 2012 and January 2013

In accordance with LAAC Section 4.126(b), any unused balance of sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment. The parties

agree that in lieu of the cash payment specified above, covered employees will receive a bank of time that is equivalent to the annual sick leave payout that would be due at the end of calendar years 2011 and 2012. (For example, an employee who would ordinarily receive the maximum of 96 hours of excess sick leave paid in cash at 50% of his/her salary rate – the equivalent of 48 hours at full pay – will instead receive 48 hours of time off with pay.) The credited time will be deposited into a separate leave bank to be used in a manner similar to vacation time, or cashed out at the time of retirement. Any General Manager requesting exemption from this provision shall be required to submit a written request to the City Administrative Officer for evaluation and approval.

All other provisions of Article 39 remain unchanged.

## **ARTICLE 48            RETIREMENT BENEFITS**

### **A.     Benefits**

Paragraph A of Article 48 is amended by adding a new fourth paragraph to read:

Effective April 24, 2011, all Unit members who are members of LACERS shall contribute an additional two percent (2%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance. Effective July 1, 2011, this additional two percent (2%) employee retirement contribution amount shall be increased to four percent (4%); thereby resulting in a total flat rate employee retirement contribution rate of eleven percent (11%) on July 1, 2011 in accordance with the above provisions. This additional four percent (4%) contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions

### **D.     Retiree Health Benefits**

A new Paragraph D of Article 48 is added to read:

As of April 2011 there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU Amendment, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision.

The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject

to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

All other provisions of Article 48, as previously amended, remain unchanged.

**ARTICLE 64            SALARY STEP ADVANCEMENT**

**B.        Subsequent Step Advancement**

A new second paragraph is added under Section B to read:

Notwithstanding the above provisions and LAAC Section 4.92, effective during the period of April 24, 2011 through April 23, 2012, all salary step advancement shall be frozen. Accordingly, any salary step advancement anniversary dates that would have occurred during this time period shall be postponed by twelve (12) months, maintaining the employee's anniversary month and day.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 6 shall remain in full force and effect during the new July 1, 2007 through June 30, 2014 term of the MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the 2007-2012 MOU No. 6 the day, month, and year written below.

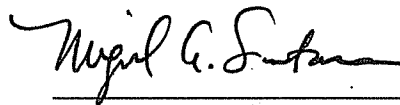
AFSCME, Local 2626  
Librarian Unit

City of Los Angeles  
Representative



Cheryl Parisi, Executive Director  
AFSCME, Council 36

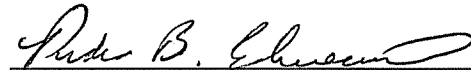
Date 4/29/11



Miguel A. Santana  
City Administrative Officer

Date 4/29/11

APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY

4/29/11  
Date



## **SALARY APPENDICES F – H**

The attached Appendices are amended to reflect new salary rates.

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
0592	Law Librarian	3017	62,994- 78,279
6152 1	Librarian I	2486 (3)	57,858- 64,498
6152 2	Librarian II	2915	60,865- 75,627
6152 3	Librarian III	3172	66,231- 82,288

APPENDIX G

Operative on July 1, 2012

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
0592		Law Librarian	3131	65,375-	81,223
6152	1	Librarian I	2580 (3)	60,051-	66,920
6152	2	Librarian II	3025	63,162-	78,467
6152	3	Librarian III	3291	68,716-	85,378

APPENDIX H

Operative on July 1, 2013

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
0592	Law Librarian	3185	66,502-	82,643
6152 1	Librarian I	2625 (3)	61,095-	68,090
6152 2	Librarian II	3078	64,268-	79,845
6152 3	Librarian III	3349	69,927-	86,882