

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
SUPERVISORY LIBRARIAN REPRESENTATION UNIT (MOU 16)**

**AMENDMENT NO. 1 to Memorandum of Understanding No. 16
made and entered into this 7th day of August, 2023.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 2626, AFL-CIO**

JANUARY 1, 2023 – DECEMBER 30, 2023

MOU AMENDMENT NO. 1
SUPERVISORY LIBRARIAN REPRESENTATION UNIT (MOU16)

The American Federation of State, County and Municipal Employees (AFSCME), Council 36, Local 2626 and the City of Los Angeles have reached agreement on the following MOU amendments.

The following subsection of Article 16 – Payroll Deductions and Dues is **amended** as follows:

ARTICLE 16 PAYROLL DEDUCTIONS AND DUES

A. **DUES**

1. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee's pay check by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or individual notice of those individuals from whom union-related deduction(s) should be lawfully taken. This list or notice shall constitute Union certification that the Union has and will maintain an authorization signed by the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not compensated for a minimum of twenty (20) hours.

Effective July 2, 2023, if a Unit member elects to become a member of the Union, said payroll deductions shall be assessed regardless of the number of the compensated hours in any biweekly pay period.

Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

Employees who are members of the Union who previously elected to make union membership deductions 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 Union members with the automatic voluntary dues deduction immediately upon their return to work.

All other provisions of Article 16 remain unchanged.

The following Article 22 – Bilingual Differential is **amended** as follows:

ARTICLE 22 BILINGUAL DIFFERENTIAL

In accordance with Section 4.84 of the LAAC, whenever Management of the Library Department determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or speak, write and interpret a language other than English, the Library department will transmit to the Controller a written statement approving payment of a bilingual premium to the person occupying such a position and possessing such bilingual skills.

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

Persons qualifying for a bilingual premium shall receive one premium level rate for duties requiring that they converse fluently in a language other than English or two premium level rates for duties requiring that they interpret another language other than English, in addition to conversing fluently in that language. Such compensation shall be retroactive to the employee's first day in a bilingual position.

Notwithstanding Section 4.84 of the LAAC, whenever Management temporarily assigns an employee to be in charge of a unit, as provided in Article 21, Acting Assignment Pay, any bilingual premium being paid to the employee at their regular assignment will continue to be paid throughout the duration of the temporary acting supervisory assignment.

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

The following Article 29 – Health and Safety is **amended** as follows:

ARTICLE 29 HEALTH, AND SAFETY AND WELFARE

Section I – INTENT

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 the employee's 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 – UNRESOLVED COMPLAINTS

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution to the problem within a reasonable time, the employee or the employee's 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 EQUIPMENT

Safety clothing and devices, including emergency preparedness kits, currently provided by Management shall continue to be provided and updated regularly 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.

Management will provide City equipment, such as mobile devices, to produce documentation of facility repairs, public safety issues, or incident reports, where necessary. Unit members will not be required by Management to use personal devices to perform City work.

Section IV – JOINT LABOR MANAGEMENT COMMITTEE

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 Librarians' Guild President, the Vice President for Health, Safety and Welfare, and up to two (2) additional Librarians' Guild members of the Librarians' Guild's choosing, and one (1) 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.

Management will provide the Librarians' Guild access to all incident reports.

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~~ **ERGONOMICS**

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

Library Management agrees to allocate \$30,000 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.

Effective July 2, 2023, the ergonomic allocation will increase from \$25,000 to \$60,000 per year for the term of this MOU.

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

Section VI – **TRAUMATIC INCIDENTS**

If Management closes a branch or department due to a violent incident, management will grant City time off with pay on that day to all staff members on duty at the time of the violent incident, unless a staff member requests redeployment. Management will immediately inform the Librarians' Guild.

Effective July 2, 2023, Section VI includes traumatic incidents.

If a staff member is a direct victim of criminal assault, management will grant City time off with pay on that day to the staff member if the staff member requests to go home. Management will immediately inform the Librarians' Guild.

Management shall provide information on the City's Family and Employee Assistance Program and Workers' Compensation benefits (DWC-1 and Notice of Potential Eligibility) to employees affected by a violent or traumatic incident.

The following Article 57 – Librarians Educational Advancement Program is **amended** as follows:

ARTICLE 57 LIBRARIANS EDUCATIONAL ADVANCEMENT PROGRAM

Management of the Library Department agrees to provide an appropriation of **at least** \$35,000 each fiscal year for the term of this 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 term of this MOU 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.

Effective July 2, 2023, the appropriation amount shall increase from \$35,000 to at least \$50,000.

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

1. **Librarians Unit members** who are invited to participate in a professional association conference.
2. Active participants on professional association committees.
3. All other **Librarian's Unit members** who are interested in attending a conference for professional development.

Up to \$750 per **Librarian Unit member** may be allocated for attendance at each such conference taking place within the State of California; up to \$1,000 per **Librarian Unit member** may be allocated for attendance at conferences outside of California. **Effective July 2, 2023, this provision changes wherein each Unit member may be allocated up to \$2,000 to cover expenses, of which shall be in accordance with the City's Travel Policy, for attending conferences regardless of the location.**

Any training and/or attendance at conferences proposed must be of direct value to the Library Department and will provide special knowledge and skills to the trainee/attendee 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 – Union will:

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 (3) 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 attend 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 this 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 attend 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/or denied candidates to the Librarians' Guild prior to the training and attendance at conferences.

The following Article 62 – Union Release Time is **amended** as follows:

ARTICLE 62 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 **calendar** year as provided below. No more than one employee in a work unit shall be allowed **the 10 days (80 hours) per calendar year of** release time **under this Article** at the same time.

Effective July 2, 2023, no more than one elected officer at a time, from either MOU 6 or MOU 16, may be granted up to an additional 1,040 hours of release time in the aggregate per calendar year.

Effective July 2, 2023, Additional Union release time may be granted at Management's discretion based on operational needs.

- 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 their 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 their 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, to the Union release hours provided under this Article, 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 6.~~ **Effective July 2, 2023, the Executive Vice President may also be granted up to an additional two days (16 hours) per month.**

**MOU AMENDMENT NO. 1
SUPERVISORY LIBRARIAN REPRESENTATION UNIT (MOU 16)**

Except for the amendments specified herein, all other Articles and/or provisions of the 2023, MOU No. 16 shall remain in full force and effect during the term of the January 1, 2023 – December 30, 2023, MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the 2023, Memorandum of Understanding No. 16, the day, month, and year first written above.

FOR THE UNION:



Lori Condinus, Business Representative
AFSCME District Council 36

7/26/2023
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

August 7, 2023
Date

Approved as to Form and Legality:



Office of the City Attorney

June 30, 2023
Date