#### **CITY OF LOS ANGELES**

INTER-DEPARTMENTAL CORRESPONDENCE

Date:

April 17, 2017

To:

Ron Galperin, Controller

Attn:

Vijay Singhal, Principal Deputy Controller

From:

Richard H. Llewellyn, Jr., Interim City Administrative Officer

Subject:

TECHNICAL CORRECTIONS TO THE 2015-2018 MEMORANDUM OF

**UNDERSTANDING FOR THE SUPERVISORY LIBRARIAN UNIT (MOU 16)** 

The following technical corrections are being made to Articles 19, 20, 40, and 46 of the Memorandum of Understanding (MOU) for the Supervisory Librarian Unit.

### **ARTICLE 19 - OVERTIME PRACTICES**

1) The second sentence in Section II (Rate and Method of Overtime Compensation) of this Article should be corrected changing the word "fifth" to "top." The corrected sentence should read as follows:

Compensation for employees in this Unit who are employed in a class or pay grade (if the class has multiple pay grades) with a <u>top</u> step regular biweekly rate, without bonuses, at or below the <u>top</u> step regular biweekly rate for the class of Principal Librarian I in the Library Department shall be in time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked or in cash at one and one-half (1 ½) times the employee's regular rate of pay.

2) The first sentence in Section IV (Salaried Employees) of this Article should be corrected changing the word "fifth" to "top." The corrected sentence should read as follows:

Employees in this Unit who are assigned to a class or pay grade (if the class has multiple pay grades) with a <u>top</u> step regular biweekly rate, without bonuses, above the <u>top</u> step regular biweekly rate for the class of Principal Librarian I shall be treated as salaried employees as defined by the Fair Labor Standards Act.

# <u>ARTICLE 20 – NIGHT ASSIGNMENT AND SHIFT DIFFERENTIAL PAY</u>

The last sentence of Paragraph 1 in Section a (Second Night Assignment) should be corrected to delete "8-hour" and change the time to 8:00 p.m. from 8:10 p.m. The corrected sentence should read as follows:

An evening shift shall be considered to be any work shift that ends at 8:00 p.m. or later.

## <u>ARTICLE 40 – FAMILY ILLNESS</u>

The first paragraph of this Article should be corrected to add the number of hours equal to 15 days. The corrected paragraph should read as follows:

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 (120 hours). Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 hours) of family illness sick leave.

### <u>ARTICLE 46 – FAMILY AND MEDICAL LEAVE</u>

The second sentence of Subsection A (Employee) in Section V (Notice Requirements) of this Article should be corrected changing the word "leave" to "least." The corrected sentence should read as follows:

When the necessity for a leave is foreseeable, the employee must provide at <u>least</u> 30 days' notice.

The above corrections to the MOU are effective as of July 1, 2015.

If you have any questions, please contact Isophine Atkinson at (213) 978-7644 or Isophine. Atkinson@lacity.org.

RHL:MHA:ICA:0717021

c: N. Andrew Vaughn, Controller's Office Cheryl Parisi, AFSCME Roy Stone, AFSCME Teresa Sanchez, AFSCME