

AGENDA

BOARD OF LAW LIBRARY TRUSTEES of the LOS ANGELES COUNTY LAW LIBRARY

REGULAR BOARD MEETING

Wednesday, April 28, 2021

12:15 PM

MILDRED L. LILLIE BUILDING TRAINING CENTER

301 WEST FIRST STREET

LOS ANGELES, CA 90012-3140

Trustees will participate remotely via Zoom.

Members of the Public may listen and participate by joining

Zoom meeting #968 6503 8012 using this link

<https://zoom.us/j/96865038012> or calling (408) 638 0968.

ACCOMMODATIONS

A person with a disability may contact the Board Secretary's office at (213) 785-2511 at least 24 hours before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, including aids or services, in order to participate in the public meeting. Later requests will be accommodated to the extent feasible.

AGENDA DESCRIPTIONS

The agenda descriptions are intended to give notice to members of the public of a brief general description of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action. The President reserves the right to discuss the items listed on the agenda in any order.

REQUESTS AND PROCEDURES TO ADDRESS THE BOARD

A member of the public may listen to the meeting and offer public comment by joining Zoom meeting #**968 6503 8012** using this link <https://zoom.us/j/96865038012> or calling **(408) 638 0968**. Each member of the public has the right to address the Board on agenda items or on items of interest which are not on the agenda and which are within the subject matter jurisdiction of the Board. Public comments will be taken at the beginning of the meeting as Agenda Item 1.0. Members of the public will be called upon at that time. A member of the public will be allowed to address the Board for a total of three (3) minutes for a single item or a maximum of five (5) minutes for all items unless the President grants more or less time based on the number of people requesting to speak and the business of the Board. When members of the public address the Board on agenda items, the President determines the order in which speakers will be called. Persons addressing the Board shall not make impertinent, slanderous or profane remarks to the Board, any member of the Board, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Board Meeting. The President may order the removal (by muting or disconnection of the telephone line) of any person who disrupts or disturbs the orderly conduct of the Board Meeting.

AGENDA MATERIALS

Unless otherwise exempt from disclosure, all materials relating to items on the agenda distributed to all, or a majority of the members of the Board less than 72 hours prior to the meeting shall be made available for public inspection at the time the writing is distributed in the Executive Office of the Law Library.

CALL TO ORDER

1.0 PUBLIC COMMENT

2.0 PRESIDENT'S REPORT

3.0 CONSENT CALENDAR

- 3.1 Approval of Minutes of the March 24, 2021 Regular Board Meeting
- 3.2 Review of February Financials and List of March Checks and Warrants
- 3.3 Receipt of FY20-21 Quarter 3 Statistics

4.0 DISCUSSION ITEMS

- 4.1 Approval of Revised Rules of Conduct
- 4.2 Approval of New Memorandum of Understanding with SEIU Local 721
- 4.3 Report on Beacon of Justice Gala and Acknowledgment of Honorees

5.0 AGENDA BUILDING

Items not on the posted agenda may be presented by a Trustee and, if requested, may be referred to staff or placed on the agenda for consideration at a future meeting of the Board.

6.0 EXECUTIVE DIRECTOR REPORT

7.0 ADJOURNMENT

The next Regular Meeting of the Board of Law Library Trustees is scheduled for Wednesday, May 26, 2021.

POSTED FRIDAY, APRIL 23, 2021 @ 10:30 A.M.

POSTED BY ANN MARIE GAMEZ



AGENDA ITEM 3

CONSENT CALENDAR

- 3.1 Approval of Minutes of the March 24, 2021, Regular Board Meeting
- 3.2 Review of February Financials and List of March Checks and Warrants
- 3.3 Receipt of FY20-21 Quarter 3 Statistics

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF LAW LIBRARY TRUSTEES OF
LOS ANGELES COUNTY**

**A California Independent Public Agency Under
Business & Professions Code Section 6300 et sq.**

March 24, 2021

The Regular Meeting of the Board of Law Library Trustees of Los Angeles County was held on Wednesday, March 24, 2021 at 12:15 p.m. via Zoom for the purposes of considering reports of the affairs to the Library, and transacting such other business as might properly come before the Board of Trustees. All Trustees indicated as present participated by telephone.

ROLL CALL/QUORUM

Trustees Present: Judge Mark Juhas
Judge Michelle Williams Court
Kenneth Klein, Esquire
Judge Dennis Landin
Judge Yolanda Orozco
Judge Michael Stern

Trustees Absent: Susan Steinhauser, Esquire

Senior Staff Present: Sandra J. Levin, Executive Director
Jaye Steinbrick, Senior Director

Also Present: Marcelino Juarez, Finance Manager
Ann Marie Gamez, Executive Assistant

President Juhas determined a quorum to be present, convened the meeting at 12:16 p.m. and thereafter presided. Executive Director, Sandra J. Levin recorded the Minutes.

1.0 PUBLIC COMMENT

No public comment.

2.0 PRESIDENT'S REPORT

President Juhas gave a congratulatory recognition to Executive Director, Sandra Levin, on receiving the 2021 Law Librarian Advocate Award, from the AALL Government Law Libraries section. ED Levin expressed her gratitude and extended the award to all County Law Library employees across the state of California.

President Juhas also expressed his enthusiasm for all the great events and programming that the law library has provided, and continues to provide.

3.0 CONSENT CALENDAR

- 3.1 Approval of Minutes of the February 24, 2021 Regular Board Meeting
- 3.2 Review of January Financials and List of February Checks and Warrants.
- 3.3 Approval of IT Director and Facilities Manager Job Descriptions

President Juhas requested a motion to approve items on the Consent Calendar. So moved by Trustee Orozco, seconded by Trustee Landin. The motion was unanimously approved, 6-0.

4.0 DISCUSSION ITEMS

4.1 Approval of Employee Handbook Revisions

ED Levin gave a brief summary of the changes added to the Employee Handbook, including any updates in connection with ongoing safety protocols. Trustee Landin asked if Workers Insurance coverage included employees working remotely. ED Levin responded that employees are covered wherever they are working for the Law Library.

President Juhas requested a motion to approve proposed revisions to the Law Library Employee Handbook and Personnel Policies Manual and receive the updates regarding other policy changes. So moved by Trustee Orozco, seconded by Trustee Stern. The motion was unanimously approved, 6-0.

4.2 Staff Presentation: African American History Month

Managing Librarian for Public Interest, Janine Liebert, gave a summary of the programming lined up in honor of African American History Month. The programming included a panel discussion titled A View from the Bench: Overcoming and Eliminating Bias, which included panelists Justice Kruger, Justice Jenkins and Professor Gunning of Southwest Law School. Other classes for the observatory month was a class on Business Recovery, a book discussion on “Caste: The Origins of our Discontent”, by Isabel Wilkerson, and an MCLE class on “Hair and Dress Rules: How Far Can They Go?” presented by Black Women’s Lawyers. All events were well attended with engaging discussions.

No action was requested or taken.

7.0 EXECUTIVE DIRECTORS REPORT (Taken Out Of Order)

ED Levin announced that the law library was making plans to reopen by appointment only as early as June 2021. Beginning phases of reopening the law library include transitioning all of staff back into the library as more people become vaccinated.

5.0 CLOSED SESSION

5.1 Conference with Labor Negotiator (G.C. 54957.6). *Library Negotiator:* Executive Director, Sandra J. Levin; *Employee Organization:* SEIU Local 721.

No reportable action was taken on Closed Session Item 5.1.

6.0 AGENDA BUILDING

There were no items for agenda building

8.0 ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 12:50pm. The next Regular Meeting of the Board of Law Library Trustees is scheduled for Wednesday, April 28, 2021 at 12:15pm.

Sandra J. Levin, Executive Director and Secretary
Los Angeles County Law Library Board of Trustees

Los Angeles County Law Library

Balance Sheet

As of February 28, 2021

(Provisional and subject to year-end audit adjustments)

	6/30/2020	2/28/2021	YTD
Assets			
Current assets			
Cash and cash equivalents	9,704,362	10,103,590	399,227
Accounts receivable	306,691	178,704	(127,987)
Other receivable	935,930	1,121,519	185,590
Prepaid expenses	287,576	393,685	106,109
Total current assets	11,234,559	11,797,498	562,939
Noncurrent assets			
Restricted cash and cash equivalents	318,470	318,470	-
Investments	5,997,413	5,997,975	562
Capital assets, not being depreciated	903,040	909,093	6,052
Capital assets, being depreciated - net	15,954,246	15,518,297	(435,949)
Total noncurrent assets	23,173,168	22,743,834	(429,334)
Total assets	34,407,727	34,541,332	133,604
Deferred Outflows of Resources			
Deffered Outflows of Resources	1,559,140	1,559,140	-
Total assets and deffered outflows of resources	35,966,868	36,100,472	133,604
Liabilities			
Current Liabilities			
Accounts payable	249,615	92,074	(157,541)
Other current liabilities	-	-	-
Payroll liabilities	6,605	19,406	12,800
Total current liabilities	256,221	111,480	(144,741)
Noncurrent Liabilities			
Accrued sick and vacation liability	295,282	244,521	(50,761)
Borrowers' deposit	280,275	258,758	(21,517)
OPEB liability	2,580,670	2,754,006	173,336
Net pension liability	3,330,753	3,330,753	-
Total noncurrent liabilities	6,486,980	6,588,038	101,058
Total liabilities	6,743,201	6,699,518	(43,683)
Deferred Inflows of Resources			
Deffered Inflows of Resources	1,184,693	1,184,693	-
Total liabilities and Deffered inflows of resources	7,927,894	7,884,211	(43,683)
Net Position			
Invested in capital assets	16,857,286	16,427,389	(429,896)
Unrestricted	11,181,688	11,788,872	607,184
Total net position	28,038,974	28,216,261	177,288
Total liabilities and Deffered inflows of resources and net position	35,966,868	36,100,472	133,604

Los Angeles County Law Library
Income Statement for the Period Ending February 28, 2021
(Provisional and subject to year-end audit adjustments)

Feb 20 Actual	Feb 2021			
	Amended Budget	Actual	\$ Fav (Unf)	% Fav (Unf)
718,944	520,603	530,061	9,458	1.8%
15,914	5,200	4,413	(787)	-15.1%
49,973	22,050	19,248	(2,802)	-12.7%
28,987	13,459	12,696	(764)	-5.7%
813,818	561,312	566,418	5,106	0.9%
304,192	337,990	305,103	32,887	9.7%
50,092	51,200	76,599	(25,399)	-49.6%
173,035	203,275	174,751	28,524	14.0%
(173,035)	(203,275)	(174,751)	(28,524)	14.0%
		0		
69,401	80,208	68,883	11,325	14.1%
10,947	13,559	10,010	3,549	26.2%
15,761	2,917	3,190	(273)	-9.4%
0	156	632	(476)	-305.1%
2,448	37	2	35	94.6%
46	0	0	0	0.0%
5,371	2,096	1,360	736	35.1%
213,086	215,850	209,933	5,917	2.7%
671,345	704,012	675,711	(28,301)	-4.0%
142,473	(142,699)	(109,293)	33,407	-23.4%
44,101	1,667	(8,503)	(10,170)	-610.2%
0	0	0	0	0.0%
0	0	0	0	0.0%
186,574	(141,033)	(117,796)	23,237	-16.5%
0	0	0	0	0.0%

Summary:

Income

L.A. Superior Court Fees	5,476,952	4,184,796	4,194,254	9,458	0.2%
Interest	132,435	42,927	41,384	(1,543)	-3.6%
Parking	425,473	176,489	168,973	(7,516)	-4.3%
Library Services	393,250	264,937	268,206	3,269	1.2%
Total Income	6,428,109	4,669,149	4,672,817	3,668	0.1%

Expense

Staff (payroll + benefits)	3,108,931	3,096,314	2,985,945	110,369	3.6%
Electronic Resource Subscriptions	392,331	391,425	411,154	(19,729)	-5.0%
Library Materials	1,201,828	1,235,972	1,248,915	(12,942)	-1.0%
Library Materials Transferred to Assets	(1,201,828)	(1,235,972)	(1,248,915)	12,942	-1.0%
Facilities	543,699	613,684	591,351	22,334	3.6%
Technology & Data	87,241	102,942	95,459	6,981	6.8%
General	120,469	32,812	31,844	967	2.9%
Professional Development	14,691	8,311	8,417	(106)	-1.3%
Communications & Marketing	6,645	100	31	69	69.2%
Travel & Entertainment	129	108	108	0	0.0%
Professional Services	66,430	39,617	41,092	(1,476)	-3.7%
Depreciation	1,735,840	1,698,526	1,684,863	13,663	0.8%
Total Expenses	6,076,404	5,983,839	5,850,266	133,574	2.2%

Net Income (Loss)

Net Income (Loss)	351,705	(1,314,690)	(1,177,448)	137,242	10.4%
Investment Gain (Loss) ¹	133,571	12,166	562	(11,604)	-95.4%
Extraordinary Income	0	1,354,174	1,354,174	0	0.0%
Extraordinary Expense	0	0	0	0	0.0%
Net Income Including Extraordinary Items	485,276	51,649	177,288	125,639	243.3%

Capitalized Expenditures

Capitalized Expenditures	0	0	0	0	0.0%
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FY 2019-20 YTD Actual	FY 2020-21 YTD			
	Amended Budget	Actual	\$ Δ	% Δ

Comments

Los Angeles County Law Library
 Income Statement for the Period Ending February 28, 2021
 (Provisional and subject to year-end audit adjustments)

Feb 20		Feb 2021				FY 2019-20		FY 2020-21 YTD				Comments		
Actual	Amended Budget	Actual	\$ Fav (Unf)	% Fav (Unf)	YTD Actual	Amended Budget	Actual	\$ Δ	% Δ					
Detailed Budget:														
Income:														
718,944	520,603	530,061	9,458	1.8%	15	FIN	303300	L.A. Superior Court Fees	5,476,952	4,184,796	4,194,254	9,458	0.2%	
0	0	0	0	0.0%	15	FIN	311000	Interest - LAIF	4,412	1,399	1,399	0	0.0%	
15,422	5,000	4,278	(722)	-14.4%	15	FIN	312000	Interest - General Fund	123,856	40,090	38,674	(1,416)	-3.5%	
493	200	136	(64)	-32.0%	15	FIN	313000	Interest - Deposit Fund	4,167	1,438	1,311	(126)	-8.8%	Lower interest revenue due to market volatility and slow interest rate recovery.
15,914	5,200	4,413	(787)	-15.1%				Subtotal	132,435	42,927	41,384	(1,543)	-3.6%	
49,973	22,050	19,248	(2,802)	-12.7%	39	FAC	330100	Parking:	425,473	176,489	168,973	(7,516)	-4.3%	
49,973	22,050	19,248	(2,802)	-12.7%				Subtotal	425,473	176,489	168,973	(7,516)	-4.3%	
0	10	0	(10)	-100.0%	27	CIRC	330150	Library Services:	569	696	666	(29)	-4.2%	
14,658	6,607	9,744	3,137	47.5%	25	PS	330140	Annual Designation Fee	110,399	67,916	72,578	4,662	6.9%	Greater than expected renewals during closure.
680	5,575	1,551	(4,024)	-72.2%	25	PS	330340	Annual Members Fee	19,249	22,690	18,910	(3,780)	-16.7%	Timing variance in receiving sponsorship funds.
3,770	7	40	33	500.0%	27	CIRC	330129	Course Registration	30,278	15	(832)	(846)	-5823.4%	Copy center is inaccessible to the public due to ongoing COVID-19 library closure. Includes one-time, unbudgeted, sales tax for CY 2020 paid in January.
1,816	594	690	96	16.1%	27	CIRC	330205	Copy Center	12,819	4,969	3,682	(1,287)	-25.9%	Most requests are free due to COVID-19. Includes, one-time, unbudgeted, sales tax for CY 2020 paid in January.
4,371	667	420	(247)	-37.0%	27	CIRC	330210	Document Delivery	24,135	4,059	3,979	(80)	-2.0%	
496	0	250	250	0.0%	15	FIN	330310	Fines	21,451	19,323	22,291	2,968	15.4%	Includes \$5K COVID relief from the State Fund and \$5.5K charity payment.
3,255	0	0	0	0.0%	39	FAC	330330	Miscellaneous	15,964	0	0	0	0.0%	No room rentals due to ongoing COVID-19 library closure.
(60)	0	0	0	0.0%	23	COL	330350	Room Rental	1,010	375	2,038	1,663	443.3%	
0	0	0	0	0.0%	15	FIN	330360	Book Replacement	17,186	19,895	19,895	0	0.0%	Reflects forfeited accounts inactive for 3 years or more after unanswered notices.
0	0	0	0	0.0%	17	EXEC	330400	Forfeited Deposits	125,000	120,000	120,000	0	0.0%	Timing variance.
0	0	0	0	0.0%	25	PS	330420	Friends of Law Library	0	0	0	0	0.0%	
1	0	0	0	0.0%	15	FIN	330450	Grants	133	0	0	0	0.0%	
0	0	0	0	0.0%	39	FAC	330465	Vending	15,056	5,000	5,000	0	0.0%	Decreased sponsorship as a result of COVID-19 online format; offset by decreased expense.
28,987	13,459	12,696	(764)	-5.7%				Special Events Income	393,250	264,937	268,206	3,269	1.2%	
813,818	561,312	566,418	5,106	0.9%				Subtotal	6,428,109	4,669,149	4,672,817	3,668	0.1%	
Expenses:														
Staff:														
170,690	190,554	181,569	8,984	4.7%	ALL	501000	Salaries (FT)	1,702,424	1,647,414	1,593,498	53,916	3.3%		
0	(4,456)	0	(4,456)	100.0%	15	FIN	501025	Staff Vacancy Offset (FT)	0	(8,912)	0	(8,912)	100.0%	
19,256	21,946	15,874	6,072	27.7%	ALL	501050	Salaries (PT)	203,026	150,127	134,626	15,500	10.3%	Reflects vacancies and unpaid leaves.	
0	(495)	0	(495)	100.0%	15	FIN	501075	Staff Vacancy Offset (PT)	0	(990)	0	(990)	100.0%	
11,592	12,764	12,037	728	5.7%	15	FIN	502000	Social Security	110,173	111,121	102,924	8,197	7.4%	Reflects vacancies and unpaid leaves.
2,711	3,068	2,815	253	8.2%	15	FIN	503000	Medicare	27,441	28,033	25,909	2,124	7.6%	Reflects vacancies and unpaid leaves.
19,240	23,782	10,724	13,058	54.9%	15	FIN	511000	Retirement	409,608	487,970	460,860	27,110	5.6%	
0	0	0	0	0.0%	15	FIN	511050	Pension Exp (Actuarial)	0	0	0	0	0.0%	
0	0	0	0	0.0%	15	FIN	511100	Pension Exp (Acctg)	0	0	0	0	0.0%	
45,417	55,586	46,294	9,292	16.7%	15	FIN	512000	Health Insurance	362,215	397,652	385,157	12,496	3.1%	
338	460	372	88	19.1%	15	FIN	513000	Disability Insurance	2,919	3,141	2,966	176	5.6%	Reflects vacancy savings.
4,656	6,269	5,187	1,082	17.3%	15	FIN	514000	Dental Insurance	40,463	43,810	42,475	1,335	3.0%	
423	664	537	126	19.1%	15	FIN	514500	Vision Insurance	3,895	4,503	4,255	248	5.5%	Reflects vacancy savings.
152	181	170	10	5.7%	15	FIN	515000	Life Insurance	1,333	1,387	1,367	21	1.5%	
0	0	0	0	0.0%	15	FIN	515500	Vacancy Benefits Offset	0	0	0	0	0.0%	
3,177	2,650	3,089	(439)	-16.5%	15	FIN	516000	Workers Compensation Insurance	25,417	23,831	24,708	(877)	-3.7%	
0	0	1,784	(1,784)	0.0%	15	FIN	517000	Unemployment Insurance	0	1,569	3,353	(1,784)	-113.7%	
3,233	2,000	2,181	(181)	-9.1%	ALL	514010	Temporary Employment	21,474	16,283	16,174	109	0.7%		
149	0	0	0	0.0%	13	HR	514015	Recruitment	5,638	0	0	0	0.0%	
0	0	0	0	0.0%	15	FIN	517500	Accrued Sick Expense	0	0	0	0	0.0%	
0	0	0	0	0.0%	15	FIN	518000	Accrued Vacation Expense	0	0	0	0	0.0%	
21,667	21,667	21,667	(0)	0.0%	15	FIN	518500	OPEB Expense	173,336	173,335	173,336	(1)	0.0%	
243	100	724	(624)	-624.4%	15	FIN	518550	TMP	10,113	6,248	6,071	177	2.8%	
1,249	1,250	77	1,173	93.8%	15	FIN	518560	Payroll and Benefit Administration	9,453	9,792	8,269	1,523	15.6%	Timing variance.

Los Angeles County Law Library
Income Statement for the Period Ending February 28, 2021
(Provisional and subject to year-end audit adjustments)

Feb 20		Feb 2021				FY 2019-20		FY 2020-21 YTD				Comments		
Actual	Amended Budget	Actual	\$ Fav (Unf)	% Fav (Unf)			YTD Actual	Amended Budget	Actual	\$ Δ	% Δ			
304,192	337,990	305,103	32,887	9.7%										
Total - Staff							3,108,931	3,096,314	2,985,945	110,369	3.6%			
Library Materials/Electronic Resources Subscription:														
113,860	157,552	118,337	39,214	24.9%	23	COL	601999	American Continuations	890,797	947,993	937,740	10,253	1.1%	
1,456	2,181	4,150	(1,969)	-90.3%	23	COL	602999	American New Orders	16,513	13,521	14,257	(736)	-5.4%	Timing variance.
1,087	2,103	731	1,372	65.3%	23	COL	609199	Branch Continuations	12,328	11,166	14,582	(3,416)	-30.6%	Timing variance.
0	0	0	0	0.0%	23	COL	609299	Branch New Orders	0	0	0	0	0.0%	
8,444	13,100	8,722	4,378	33.4%	23	COL	603999	Commonwealth Continuations	95,749	92,601	84,292	8,309	9.0%	Timing variance.
193	366	52	314	85.9%	23	COL	604999	Commonwealth New Orders	583	634	448	185	29.3%	Timing variance.
33,172	17,069	23,109	(6,040)	-35.4%	23	COL	605999	Foreign Continuations	91,343	66,726	74,552	(7,826)	-11.7%	Timing variance.
49	771	138	633	82.2%	23	COL	606999	Foreign New Orders	1,030	1,229	758	472	38.4%	Timing variance.
11,548	9,048	16,072	(7,024)	-77.6%	23	COL	607999	International Continuations	75,063	83,809	98,405	(14,595)	-17.4%	Timing variance.
0	174	267	(93)	-53.7%	23	COL	608999	International New Orders	1,029	1,827	2,415	(588)	-32.2%	Timing variance.
3,226	540	3,130	(2,589)	-479.4%	23	COL	609399	General/Librarianship Continuations	17,393	15,839	21,057	(5,217)	-32.9%	Timing variance.
0	373	45	328	87.8%	23	COL	609499	General/Librarianship New Orders	0	627	411	217	34.5%	Timing variance.
173,035	203,275	174,751	28,524	14.0%				Subtotal	1,201,828	1,235,972	1,248,915	(12,942)	-1.0%	
(173,035)	(203,275)	(174,751)	(28,524)	14.0%	23	COL	690000	Library Materials Transferred to Assets	(1,201,828)	(1,235,972)	(1,248,915)	12,942	-1.0%	
50,092	51,200	76,599	(25,399)	-49.6%	23	COL	685000	Electronic Resource Subscriptions (ERS)	392,331	391,425	411,154	(19,729)	-5.0%	
Facilities:														
2,417	5,917	1,915	4,002	67.6%	39	FAC	801005	Repair & Maintenance	11,351	25,709	33,089	(7,379)	-28.7%	Includes emergency water line repair.
3,350	4,300	2,202	2,098	48.8%	39	FAC	801010	Building Services	17,995	14,606	11,052	3,554	24.3%	Timing variance.
76	1,957	0	1,957	100.0%	39	FAC	801015	Cleaning Supplies	7,764	3,346	2,410	935	28.0%	Timing variance.
10,719	15,794	12,512	3,282	20.8%	39	FAC	801020	Electricity & Water	88,032	124,889	116,729	8,160	6.5%	
966	966	966	0	0.0%	39	FAC	801025	Elevator Maintenance	7,786	7,728	7,728	0	0.0%	
10,415	5,736	7,198	(1,462)	-25.5%	39	FAC	801030	Heating & Cooling	37,672	80,330	66,828	13,502	16.8%	Timing variance.
18,397	21,238	20,610	628	3.0%	15	FIN	801035	Insurance	146,693	165,165	163,920	1,245	0.8%	
9,824	10,000	9,649	351	3.5%	39	FAC	801040	Janitorial Services	77,582	80,220	79,518	702	0.9%	
1,250	2,250	3,524	(1,274)	-56.6%	39	FAC	801045	Landscaping	10,000	12,186	12,460	(274)	-2.2%	
11,731	11,792	10,282	1,510	12.8%	39	FAC	801050	Security	111,283	97,284	95,311	1,973	2.0%	
0	0	0	0	0.0%	39	FAC	801060	Room Rental Expenses	3,952	0	0	0	0.0%	
0	16	0	16	100.0%	39	FAC	801065	Special Events Expenses	18,969	77	45	32	41.6%	
0	0	0	0	0.0%	39	FAC	801100	Furniture & Appliances (<3K)	1,390	145	145	0	0.0%	
0	0	0	0	0.0%	39	FAC	801110	Equipment (<3K)	404	549	622	(73)	-13.2%	Timing variance.
0	0	0	0	0.0%	39	FAC	801115	Building Alterations (<3K)	0	0	0	0	0.0%	
75	198	25	173	87.4%	39	FAC	801120	Delivery & Postage	1,237	1,055	1,188	(132)	-12.5%	Timing variance.
181	44	0	44	100.0%	39	FAC	801125	Kitchen supplies	1,589	396	308	88	22.2%	
69,401	80,208	68,883	11,325	14.1%				Subtotal	543,699	613,684	591,351	22,334	3.6%	
Technology:														
1,297	2,152	1,179	973	45.2%	33	TECH	801210	Software Maintenance	13,627	14,805	12,889	1,916	12.9%	Timing variance.
1,870	2,190	1,978	212	9.7%	33	TECH	801212	Hardware Maintenance	14,578	16,373	15,950	423	2.6%	
0	167	0	167	100.0%	33	TECH	801215	Software (<\$3k)	0	1,269	936	333	26.3%	Reduced costs and conversion to online services
350	417	0	417	100.0%	33	TECH	801220	Hardware (<\$3k)	1,128	5,704	4,871	833	14.6%	Unplanned purchase of ergonomic computer accessories.
0	86	0	86	100.0%	33	TECH	801225	Computer Supplies	485	172	0	172	100.0%	Timing variance.
4,844	4,789	5,076	(287)	-6.0%	33	TECH	801230	Integrated Library System	37,446	38,669	39,243	(574)	-1.5%	
2,586	2,544	1,776	768	30.2%	33	TECH	801235	Telecommunications	19,117	16,372	14,990	1,382	8.4%	
0	0	0	0	0.0%	33	TECH	801245	Tech & Data - Misc	0	0	0	0	0.0%	
1	348	0	348	100.0%	33	TECH	801250	Services	859	2,687	191	2,496	92.9%	Timing variance.
0	867	0	867	100.0%	33	TECH	801275	Online Service Providers	0	6,891	6,390	501	7.3%	Increased purchases due to COVID-19 and conversion from software to online services.
10,947	13,559	10,010	2,682	19.8%				Subtotal	87,241	102,942	95,459	6,981	6.8%	
General:														
712	667	449	218	32.7%	15	FIN	801310	Bank Charges	4,510	4,159	3,755	403	9.7%	Timing variance.
875	875	875	(0)	0.0%	35	CMS	801315	Bibliographical Services	7,002	7,002	7,002	(1)	0.0%	
8,690	0	0	0	0.0%	35	CMS	801320	Binding	13,681	0	0	0	0.0%	
91	0	0	0	0.0%	17	EXEC	801325	Board Expense	1,334	37	37	0	0.0%	
0	0	0	0	0.0%	37	COM	801330	Staff meals & events	8,054	2,674	2,570	104	3.9%	
971	500	170	330	66.1%	15	FIN	801335	Supplies - Office	14,309	2,680	1,960	721	26.9%	Low office supply requests due to limited onsite staff.
0	0	0	0	0.0%	35	CMS	801337	Supplies - Library materials	3,708	3,209	2,257	952	29.7%	Timing variance, will be resolved in March.
83	0	0	0	0.0%	37	COM	801340	Stationery, business cards, etc.	83	0	0	0	0.0%	
0	0	0	0	0.0%	25	PS	801365	Grant Application Expenses	0	0	0	0	0.0%	

Los Angeles County Law Library
Income Statement for the Period Ending February 28, 2021
(Provisional and subject to year-end audit adjustments)

Feb 20 Actual	Feb 2021				FY 2019-20 YTD Actual	FY 2020-21 YTD				Comments				
	Amended Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		Amended Budget	Actual	\$ Δ	% Δ					
1,139	333	296	37	11.2%	33	IT	801370	Copy Center Expense	17,111	2,444	2,280	165	6.7%	Low usage due to ongoing COVID-19 library closure.
3,000	0	0	0	0.0%	15	FIN	801375	General - Misc	45,497	0	0	0	0.0%	
200	542	1,400	(858)	-158.5%	25	PS	801390	Course Registration	4,412	9,843	11,220	(1,377)	-14.0%	Better than expected online course attendance for OTF-supported programs.
0	0	0	0	0.0%	17	EXEC	801395	Friends of Law Library	768	764	764	0	0.0%	
15,761	2,917	3,190	(273)	-9.4%				Subtotal	120,469	32,812	31,844	967	2.9%	
0	0	0	0	0.0%				Professional Development:						
0	0	0	0	0.0%	ALL		803105	Travel	3,570	0	0	0	0.0%	
0	0	0	0	0.0%	ALL		803110	Meals	61	0	0	0	0.0%	
0	0	0	0	0.0%	ALL		803113	Incidental and miscellaneous	0	0	0	0	0.0%	
0	0	515	(515)	0.0%	ALL		803115	Membership dues	7,898	6,745	6,740	5	0.1%	
0	156	117	39	25.0%	ALL		803120	Registration fees	3,162	1,566	1,677	(111)	-7.1%	Timing variance.
0	0	0	0	0.0%	ALL		803125	Educational materials	0	0	0	0	0.0%	
0	156	632	(476)	-305.1%				Subtotal	14,691	8,311	8,417	(106)	-1.3%	
0	3	2	1	40.3%				Communications & Marketing:						
2,438	0	0	0	0.0%	37	COM	803205	Services	0	19	16	3	14.4%	GoogleDrive account at \$2 per month through June.
10	33	0	33	100.0%	37	COM	803215	Advertising	1,876	82	15	67	81.6%	Timing variance. Additional ads and branded materials scheduled to be purchased in the coming months.
0	0	0	0	0.0%	37	COM	803220	Trade shows & Outreach	0	0	0	0	0.0%	
2,448	37	2	35	94.6%				Subtotal	6,645	100	31	69	69.2%	
0	0	0	0	0.0%				Travel & Entertainment						
0	0	0	0	0.0%	ALL		803305	Travel	0	0	0	0	0.0%	
0	0	0	0	0.0%	ALL		803310	Meals	0	0	0	0	0.0%	
0	0	0	0	0.0%	ALL		803315	Entertainment	0	0	0	0	0.0%	
46	0	0	0	0.0%	ALL		803320	Ground transportation & mileage	129	108	108	0	0.0%	
0	0	0	0	0.0%	ALL		803325	Incidental travel expenses	0	0	0	0	0.0%	
46	0	0	0	0.0%				Subtotal	129	108	108	0	0.0%	
0	0	0	0	0.0%				Professional Services						
2,896	1,833	1,360	473	25.8%	15	FIN	804005	Accounting	23,960	20,455	20,455	0	0.0%	
2,475	0	0	0	0.0%	17	EXEC	804008	Consulting Services	23,170	16,612	18,561	(1,950)	-11.7%	
0	263	0	263	100.0%	17	EXEC	804010	Legal	19,050	2,025	2,025	0	0.0%	
5,371	2,096	1,360	736	35.1%	15	FIN	804015	Other	250	525	51	474	90.3%	Delays in OTF projects due to ongoing COVID-19 closure.
189,601	187,814	186,584	1,230	0.7%				Subtotal	66,430	39,617	41,092	(1,476)	-3.7%	
23,484	28,037	23,349	4,687	16.7%				Depreciation:						
213,086	215,850	209,933	5,917	2.7%	15	FIN	806105	Depreciation - Library Materials	1,547,147	1,503,352	1,497,867	5,486	0.4%	
671,345	704,012	675,711	28,301	4.0%	15	FIN	806110	Depreciation Exp - FF&E	188,693	195,174	186,997	8,177	4.2%	
142,473	(142,699)	(109,293)	33,407	-23.4%				Subtotal	1,735,840	1,698,526	1,684,863	13,663	0.8%	
44,101	1,667	(8,503)	(10,170)	-610.2%				Total Expense	6,076,404	5,983,839	5,850,266	133,574	2.2%	
0	0	0	0	0.0%				Net Income Before Extraordinary Items	351,705	(1,314,690)	(1,177,448)	137,242	10.4%	
0	0	0	0	0.0%	15	FIN	321000	Investment Gain (Loss) ¹	133,571	12,166	562	(11,604)	-95.4%	Reflects gains/loss if sold at time of report (before maturity)
186,574	(141,033)	(117,796)	23,237	-16.5%	17	EXEC	401000	Extraordinary Income	0	1,354,174	1,354,174	0	0.0%	
					17	EXEC	901000	Extraordinary Expense	0	0	0	0	0.0%	
								Net Income Including Extraordinary Items	485,276	51,649	177,288	125,639	243.3%	

Los Angeles County Law Library
Income Statement for the Period Ending February 28, 2021
(Provisional and subject to year-end audit adjustments)

Feb 20 Actual	Feb 2021			
	Amended Budget	Actual	\$ Fav (Unf)	% Fav (Unf)
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%

Capital Expenditures:	
39 FAC	161100 Furniture / Appliances (>3k)
33 TECH	161300 Electronics / Computer Hardware (>3k)
39 FAC	164500 Exterior Building Repairs/ Improvements (>3k)
39 FAC	164000 Interior Improvements / Alterations (>3k)
33 TECH	168000 Computer Software
	<u>Total - Capitalized Expenditures</u>

FY 2019-20 YTD Actual	FY 2020-21 YTD			
	Amended Budget	Actual	\$ Δ	% Δ
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%
0	0	0	0	0.0%

Comments

CalPERS CERBT Trust Fund:

Beginning Balance	2,467,130
Administrative Expense	(94)
Investment Expense	(69)
Unrealized Gain/Loss	13,486
Distribution	
Ending Balance	<u>2,480,453</u>

CalPERS CERBT program cost.
Investment management cost.
Fluctuating market conditions.
Distribution from Fund.

¹UBS interest/dividend income and gains/losses is consolidated into Investment Gain (Loss) effective FY 2016. It was also moved to "non-operating income" section of the budget as recommended by outside auditors.

Los Angeles County Law Library
Statement of Cash Flows
As of February 28, 2021
(Provisional and subject to year-end audit adjustments)

	2/28/2021	YTD
Cash flows from operating activities		
L.A. Superior court fees	530,061	4,194,254
Parking fees	19,248	168,973
Library services	12,696	1,502,380
(Increase) decrease in accounts receivable	(22,811)	127,987
(Increase) decrease in other receivable	66,758	(185,590)
Increase (decrease) in borrowers' deposit	(550)	(21,517)
Cash received from filing fees and services	605,401	5,786,488
Facilities	(68,883)	(591,351)
Technology	(10,010)	(95,459)
General	(3,190)	(31,844)
Professional development	(632)	(8,417)
Communications & marketing	(2)	(31)
Travel & entertainment	-	(108)
Professional services	(1,360)	(41,092)
Electronic Resource Subscriptions (ERS)	(76,599)	(411,154)
(Increase) decrease in prepaid expenses	(72,708)	(106,109)
Increase (decrease) in accounts payable	(17,726)	(157,541)
Increase (decrease) in other liabilities	-	-
Cash payments to suppliers for goods and services	(251,109)	(1,443,107)
Staff (payroll + benefits)	(305,103)	(2,985,945)
Increase (decrease) in payroll liabilities	13,354	12,800
Increase (decrease) in accrued sick and vacation liability	(1,426)	(50,761)
Increase (decrease) in OPEB liability	21,667	173,336
Net impact of GASB 68 adjustments	-	-
Net effect of prior period adjustments	-	-
Cash payments to employees for services	(271,507)	(2,850,571)
Contributions received	-	120,000
Net cash from operating activities	82,785	1,612,811
Cash flow from capital and related financing activities		
Library materials	(174,751)	(1,248,915)
Fixed assets	-	-
Capital - Work in Progress (WIP)	-	(6,052)
Cash flows from investing activities		
Investment	-	-
Investment earnings	4,413	41,384
Net cash increase (decrease) in cash and cash equivalents	(87,552)	399,227
Cash and cash equivalents, at beginning of period	10,509,612	10,022,832
Cash and cash equivalents, at end of period	10,422,059	10,422,059
Reconciliation of Operating Income to Net Cash from Operating Activities		
Operating income	(113,706)	135,341
Adjustments for noncash effects:		
Depreciation	209,933	1,684,863
Extraordinary expense: book write-off		
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	(22,811)	127,987
(Increase) decrease in other receivable	66,758	(185,590)
(Increase) decrease in prepaid expenses	(72,708)	(106,109)
Increase (decrease) in accounts payable	(17,726)	(157,541)
Increase (decrease) in other liabilities	-	-
Increase (decrease) in payroll liabilities	13,354	12,800
Increase (decrease) in accrued sick and vacation liability	(1,426)	(50,761)
Increase (decrease) in borrowers' deposit	(550)	(21,517)
Increase (decrease) in OPEB liability	21,667	173,336
Net impact of GASB 68 adjustments	-	-
Net cash from operating activities	82,785	1,612,811

LOS ANGELES COUNTY LAW LIBRARY
 March 1, 2021 - March 31, 2021 (CHECKS)
 Account No.: 108000

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
March 3	MICHELLE CLAUDIA MATHIS ** VOIDED *****	REFUND	0.00	031809
March 5	ALAMEDA COUNTY LAW LIBRARY	BOOKS	814.18	031810
	ATLANTIC LAW BOOK COMPANY	BOOKS	139.16	031811
	CALIFORNIA STATE BAR COURT REPORTER	BOOKS	150.00	031812
	GAUNT	BOOKS	261.26	031813
	OTTO HARRASSOWITZ	BOOKS	653.77	031814
	KINOKUNIYA BOOK STORES OF AMERICA	BOOKS	721.42	031815
	LEXISNEXIS CANADA INC	BOOKS	518.24	031816
	QUALITY CODE PUBLISHING	BOOKS	49.45	031817
	WILLIAM S HEIN & CO	BOOKS	648.00	031818
	METROLINK	TMP	406.00	031819
	NATIONAL 50 SECURITY	SECURITY	4,510.00	031820
	ROMERO MAINTENANCE LLC	JANITORIAL SVC	9,649.14	031821
March 16	ALAMEDA COUNTY LAW LIBRARY	BOOKS	73.75	031822
	SYNCB AMAZON	BOOKS	15.27	031823
	CASALINI LIBRI	BOOKS	221.39	031824
	GAUNT	BOOKS	356.97	031825
	OTTO HARRASSOWITZ	BOOKS	1,703.54	031826
	LAWDABLE PRESS	BOOKS	525.00	031827
March 17	AT&T	TELECOM	333.76	031828
	COUNTY OF LOS ANGELES	BANK CHARGES	49.29	031829
	DIGITAL INSURANCE LLC	CONSULTING	1,360.00	031830
	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT INS	1,783.50	031831
	COUNTY OF LOS ANGELES	HEATING/COOLING	3,396.12	031832
March 19	BANKS & JORDAN	BOOKS	210.08	031833
	GAUNT	BOOKS	218.91	031834
	LEXISNEXIS CANADA INC	BOOKS	109.10	031835
	BRIDGES FILTER SERVICE, INC	BLDG SVCS	614.49	031836
	CALIFORNIA DEPARTMENT OF TAX	USE TAX	2,596.00	031837
	GUARDIAN	PREPAID EXP	7,203.70	031838
	METROLINK	TMP	505.75	031839
	NATIONAL 50 SECURITY	SECURITY	4,467.52	031840
March 26	GAUNT	BOOKS	377.26	031841
	OTTO HARRASSOWITZ	BOOKS	3,509.59	031842
	MINISTER OF FINANCE	BOOKS	143.71	031843

48,295.32

LOS ANGELES COUNTY LAW LIBRARY
 March 1, 2021 - March 31, 2021 (CHECKS)
 Account No.: 102001

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
March 5	CALIFORNIA ANIMAL WELFARE ASSOCIATI	BOOKS	65.00	V005879
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	4,390.88	V005880
	PROQUEST LLC COUTTS INFORMATION SER	BOOKS	840.86	V005881
	INGRAM LIBRARY SERVICES	BOOKS	37.83	V005882
	JURIS PUBLISHING INC	BOOKS	137.89	V005883
	LAW JOURNAL PRESS	BOOKS	1,720.44	V005884
	LAWPRESS CORPORATION	BOOKS	430.01	V005885
	LEXISNEXIS ONLINE SERVICES	BOOKS	16,311.03	V005886
	PRACTISING LAW INSTITUTE	BOOKS	460.13	V005887
	ROCKY MOUNTAIN MINERAL LAW FOUNDATI	BOOKS	226.00	V005888
	STATE BAR OF WISCONSIN	BOOKS	76.95	V005889
	GTT COMMUNICATIONS	TELECOM	85.76	V005890
	NASA SERVICES	BLDG SVCS	528.01	V005891
	OCLC INC	BIBLIOGRAPHICAL S	781.55	V005892
	PAN AMERICAN PEST CONTROL CO	BLDG SVCS	276.00	V005893
	STATE COMPENSATION	PREPAID EXP	3,418.25	V005894
March 11	STAMPS.COM	DELIVERY & POSTAG	24.99	V005906
	KAPCO	SUPPLIES-LIBRARY	2,811.11	V005936
March 16	AMERICAN BAR ASSOCIATION	BOOKS	205.44	V005895
	WOLTERS KLUWER LAW & BUSINESS	BOOKS	2,718.32	V005896
	LEXISNEXIS MATTHEW BENDER	BOOKS	589.13	V005897
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	1,004.39	V005898
	U S GPO SUPERINTENDENT OF DOCUMENTS	BOOKS	35.00	V005899
	INGRAM LIBRARY SERVICES	BOOKS	87.08	V005900
	UNITED NATIONS PUBLICATIONS	BOOKS	161.09	V005901
	WEST ACADEMIC	BOOKS	109.50	V005902
	THOMSON REUTERS	BOOKS	83,388.40	V005903
	WILLIAM S HEIN & CO	BOOKS	1,618.00	V005904
KAPCO	SUPPLIES-LIBRARY	306.86	V005937	
March 17	ABD OFFICE SOLUTIONS	COPY CTR	115.31	V005907
	BANDWIDTH.COM, INC.	TELECOM	877.22	V005908
	DEMCO	SUPPLIES LIBRARY	969.07	V005909
	ISOLVED BENEFIT SERVICES	PAYROLL/HR BENEFI	77.00	V005910
	LA DEPT OF WATER & POWER	ELECTRIC/FIRE	12,511.52	V005911
March 18	AMIGOS LIBRARY SERVICES	REGISTRATION FEE	310.00	V005922
March 19	OFFICE OF THE DISTRICT ATTORNEY	BOOKS	160.00	V005912
	WOLTERS KLUWER LAW & BUSINESS	BOOKS	1,362.72	V005913
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	1,291.68	V005914
	PROQUEST LLC COUTTS INFORMATION SER	BOOKS	452.95	V005915

141,076.26

LOS ANGELES COUNTY LAW LIBRARY
 March 1, 2021 - March 31, 2021 (CHECKS)
 Account No.: 102001

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
	JURIS PUBLISHING INC	BOOKS	102.89	V005916
	LIBRARY OF CONGRESS CDS	BOOKS	685.00	V005917
	OXFORD UNIVERSITY PRESS	BOOKS	368.21	V005918
	PRACTISING LAW INSTITUTE	BOOKS	711.54	V005919
	ROWMAN & LITTLEFIELD PUBLISHING GRO	BOOKS	1,355.85	V005920
	MICHAEL SULLIVAN & ASSOCIATES LLP	BOOKS	657.51	V005921
	AT&T MOBILITY	TELECOM	16.24	V005923
March 25				
	GARY AUSTIN ADVERTISING	FRIENDS	303.15	V005938
March 26				
	AMERICAN IMMIGRATION LAWYERS ASSOCI	BOOKS	144.00	V005924
	LEXISNEXIS MATTHEW BENDER	BOOKS	804.90	V005925
	CASTLE PUBLICATIONS	BOOKS	1,062.16	V005926
	CCH INCORPORATED	BOOKS	154.78	V005927
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	670.73	V005928
	DATA TRACE PUBLISHING COMPANY	BOOKS	439.90	V005929
	IMMIGRANT LEGAL RESOURCE CENTER	BOOKS	938.52	V005930
	JAMES PUBLISHING INC	BOOKS	359.17	V005931
	PRACTISING LAW INSTITUTE	BOOKS	370.89	V005932
	ROWMAN & LITTLEFIELD PUBLISHING GRO	BOOKS	99.98	V005933
	SOLANO PRESS BOOKS	BOOKS	188.60	V005934
	GOBI LIBRARY SOLUTIONS	BOOKS	2,025.58	V005935
	UPS	DELIVERY & POSTAG	5.63	V005939

152,438.60

LOS ANGELES COUNTY LAW LIBRARY
March 1, 2021 - March 31, 2021 (CHECKS)
Account No.: 103000

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
March 3	SEIU LOCAL 721 SEIU LOCAL 721	UNION DUES UNION SUPPL	962.94 57.89	001676 001677

1,020.83

LOS ANGELES COUNTY LAW LIBRARY
 March 1, 2021 - March 31, 2021 (WARRANTS)
 Account No.: 102000

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
March 9	WILLIAM S HEIN & CO	BOOKS	15,002.84	TS00302438
March 30	EX LIBRIS (USA) INC.	PREPAID EXP	14,900.42	TS00303051

29,903.26

LA Law Library
Fiscal Year Quarterly Statistics

		FY18 3rd Quarter	FY19 3rd Quarter	FY20 3rd Quarter	FY21 1st Quarter	FY21 2nd Quarter	FY21 3rd Quarter	FY21 3rd Quarter Notes
Document Delivery / E-Delivery/Copies								
	<i>Document Delivery responds to requests for materials from the LA Law Library collection. Copy Center responds to requests for photocopies, printouts from our computers as well as from the microfiche reader-Phone Inquiries</i>							
	Phone Inquiries	176	311	398	167	237	229	
	In-Person	2,109	2,776	2,219	0	0	0	Not applicable due to library closure
	Email (Includes Members Program)	268	802	367	980	924	781	
	Totals	2,553	3,889	2,984	1,147	1,161	1,010	
	Pages Delivered	5,918	4,769	6,121	9,862	8,477	9,672	
	Copies Made (Main Library)	55,114	66,700	45,822	0	0	0	Not applicable due to library closure
Collection Management Services								
	<i>Collection Management handles all new acquisitions, continuation and updates, as well as any volumes that are withdrawn from the collection.</i>							
	New Titles Added	86	83	173	146	149	176	
	Print Volumes Added	1,130	1,212	1,473	1,377	1372	1,422	
	New Serials	19	21	10	7	14	13	
	Non-Print Media Added	149	1,487	109	372	408	51	
	Records Cataloged/Updated	632	304	292	1,245	503	578	
	Print & Non-Print Withdrawn	453	280	330	401	506	567	
Brief Scanning Project								
	Briefs Logged (Google)	14,271	11,640	14,532	5,535	7,480	4,415	Google Operations Ceased as of March 29, 2021
Website Statistics								
	Visitors	24,167	30,386	27,620	22,569	20,279	29,237	
	Visits (previously counted as "Pages Viewed")	36,825	87,874	77,382	65,338	66,311	78,697	
	Average Daily Visits	409	415	281	284	301	389	
	Average Duration	3:10	4:22	4:33	3:01	3:08	2:21	
	Visitors: US	96.91%	96.08%	95.43%	95.27%	93.62%	86.89%	
	Visitors: International / Unspecified	3.08%	3.92%	4.57%	4.79%	6.38%	13.11	

LA Law Library
Fiscal Year Quarterly Statistics

		FY18 3rd Quarter	FY19 3rd Quarter	FY20 3rd Quarter	FY21 1st Quarter	FY21 2nd Quarter	FY21 3rd Quarter	FY21 3rd Quarter Notes
Training and Events (Includes Online,Prerecorded/Live via ZOOM)								
	Public Classes Held Online							
	Internal speaker	0	0	0	11	15	20	
	Guest speaker	0	0	0	31	78	93	
	MCLE Classes Held Online							
	Internal speaker	0	0	0	0	0	0	
	Guest speaker	0	0	0	1	13	25	
	Clinics/ Workshops Held Online	0	0	0	3	4	1	LITL continuously offered
	Public Classes Held at Main & Branches							
	Internal speaker	26	36	87	0	0	0	Not applicable due to library closure
	Guest speaker	46	47	27	0	0	0	Not applicable due to library closure
	MCLE Classes Held							
	Internal speaker	1	1	0	0	0	0	Not applicable due to library closure
	Guest speaker	6	12	7	0	0	0	Not applicable due to library closure
	Clinics/ Workshops Held	75	44	37	0	0	0	Not applicable due to library closure
	Totals	154	140	158	46	110	139	
	Class Attendance in Person Total (Estimated)	1,275	2,014	1,573	0	0	0	Not applicable due to library closure
	Live Class Attendance: Online	N/A	N/A	N/A	880	244	941	
	Live Class Registration: Online	N/A	N/A	N/A	786	2167	1,802	
	Number of plays of prerecorded Classes	N/A	N/A	N/A	1,017	869		Not yet available
	Class Attendance Branches (Estimated)	N/A	N/A	63	0	0	0	Not applicable due to library closure
Visits to Main Branch								
	Number of Patron Visits (front door)	24,404	25,240	19,929	0	0	0	Not applicable due to library closure

AGENDA ITEM 4

DISCUSSION ITEMS

- 4.1 Approval of Revised Rules of Conduct
- 4.2 Approval of New Memorandum of Understanding with SEIU Local 721
- 4.3 Report on Beacon of Justice Gala and Acknowledgment of Honorees

MEMORANDUM

DATE: April 28, 2021

TO: Board of Law Library Trustees

FROM: Sandra Levin, Executive Director

RE: Approval of Revised Rules of Conduct

INTRODUCTION AND BACKGROUND

In anticipation of reopening to in-person patron appointments, Staff recommends additional health and safety precautions onsite.

Given that regulations, health concerns and health guidance are constantly changing, it is not recommended that all safety requirements be included directly in the Law Library *Rules of Conduct*. Instead, to provide flexibility, Staff recommends that the *Rules of Conduct* be amended to add only that patrons must:

- Abide by all posted *LA Law Library Patron Expectations for Health and Safety*

The proposed amended *Rules of Conduct* are attached, along with an initial set of *LA Law Library Patron Expectations for Health and Safety*. The *Patron Expectations* include requirements regarding wearing masks, maintaining distance, adhering to capacity and timing requirements, etc. Although there is no single accepted set of requirements for libraries, these expectations appear to be consistent with announced practices at other public libraries.

The *Patron Expectations* may be updated from time to time by the Executive Director to reflect current practices and requirements. This approach allows for flexibility in order to accommodate current safety needs as well as legal requirements and CDC and County Health guidance.

RECOMMENDATION

Staff recommends that the Board approve the attached, amended *Rules of Conduct*.



RULES OF CONDUCT

Updates as of ~~April 28, 2021~~ July 2019

The LA Law Library staff welcomes you.

LA Law Library provides public access to legal information. We are here to assist your use of the resources and services offered. Please help us keep the library safe and pleasant for everyone by following these rules of conduct when on Library property.

RESPECT THE RIGHTS OF OTHERS

Users shall respect the rights of other library users and library staff. The Library shall not be used in lieu of an office for the practice of law or any other professional or business activity. Soliciting, harassing, offending, intimidating or disturbing library patrons or staff or intentionally interfering with their ability to conduct library business is strictly prohibited. *[California Penal Code 602.1(b)]*

PERSONS WITH DISABILITIES

LA Law Library does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To request an accommodation for any of the Library's programs, services, or activities, please inform a staff member of your accommodation request.

PHOTOGRAPHY

We are delighted our patrons enjoy the library and want to take photos. To protect the privacy of others, however, no photography or filming is permitted on library premises without arrangements and approval in advance. Should you wish to request permission to photograph within a public space or arrange space for private photography sessions, please contact us at 213.785.2511 for assistance. Personal electronic devices may be used to photograph or record content of Library materials, subject to the following Rules.

SAFETY AND SECURITY

Users should limit their carry-in items to those materials necessary to accomplish their legal research. For safety and security, the library reserves the right to limit users to one bag and one purse or a briefcase.

- Abide by all posted LA Law Library Patron Expectations for Health and Safety
- Running, jumping or moving faster than the pace of pedestrian traffic is prohibited (whether on foot or operating a personal mobility device).



- Briefcases, backpacks, packages and outer garments may be subject to inspection at any time.
- With the exception of wheelchairs, large objects such as carts, luggage, bicycles or parcels that collectively exceed 26" x 19" x 9" are not permitted in the library.
- Notwithstanding the above, a patron may bring one personal handcart into the library, provided the cart can be folded or collapsed and is placed entirely under a patron table in the Reading Room within the single, individual space at the table being used by the patron.
- Walkways and aisles shall be kept clear and unobstructed by personal items, including but not limited to, briefcases, packages, backpacks, garments, electric cords and equipment.
- The Law Library is not responsible for, nor shall it have any liability for, the personal items that users bring into the library.
- Security personnel will remove unattended items.
- To ensure an unobstructed view of patrons within the Reading Room, users may not place, stack or pile materials in a manner that prevents Security Personnel from viewing patron activity or impairs the line of sight from Security Personnel to any patron.

PERSONAL CONDUCT IN THE LAW LIBRARY

In consideration of others, quiet is expected throughout the Library, including in the lobby area. Users may engage in quiet conversation in person or by telephone as long as other users are not disturbed. If a conversation or use of a device can be heard by patrons more than 5 feet away, it is presumed to be disturbing to others. Telephone conversations are permitted on the front patio and walkways, provided they do not interfere with ingress, egress or Library operations.

Pagers, cell phones and PDAs should be turned to vibrate or silent mode. Photocopiers/scanners or other equipment should be used as quietly as possible.

Appropriate attire, including shirts and shoes must be worn in the library.

Animals, other than service animals (as defined by law) assisting persons with disabilities, are not permitted in the library. Service animals must be under the control of their patron handler at all times and may not cause disruption, noise or damage to Library property. Anyone bringing service animals other than a single service dog into the library shall provide written notice in advance so that the library may determine whether the animals can be reasonably accommodated.

Children must be under the control and supervision of a responsible adult at all times

Beverages in covered, spill-proof containers are allowed. The eating of food and the chewing of gum are prohibited.



The following are not permitted in LA Law Library:

- Smoking, including smoking within 20' of any entrance to the Law Library.
[California Government Code 7597]
- Weapons
- Loitering, sleeping, laying on the Law Library floor or furniture.
- Bathing, shaving, and washing clothes in the library restrooms.
- Soliciting (offering patrons or staff goods or services for sale)

Persons other than Library staff may not pretend or represent themselves to be agents or employees of LA Law Library

Persons under the influence of alcohol or drugs, except as lawfully prescribed by a physician, are not permitted in the library.

Persons whose parcels or bodily hygiene or odor is so offensive as to constitute a nuisance or disrupt others' work shall be required to leave the library.

USE OF LIBRARY MATERIALS

Users shall not conceal or hide library materials. Pocket parts or loose-leaf pages may not be removed from books except for photocopy purposes in the Copy Center. When copying is complete, the pages used shall be returned promptly to their correct location in the book. It is the patron's responsibility to use library materials in compliance with copyright and other applicable laws.

No materials shall be removed from the library unless they have been properly checked out. Failure to return materials when due may result in payment of fines, replacement costs and administrative costs and/or loss of Law Library privileges.

Users should not reshelve their used materials. Materials left unattended for long periods of time, will be reshelved by Law Library staff. Users wishing to keep pulled materials for use later the same day, should place a reserve sign on the items, including a date and time when the user will return to the item(s), or deposit them at the Circulation Desk to be held temporarily.

THEFT, ABUSE AND VANDALISM

The theft, abuse, vandalism, mutilation, marring, marking, defacing, or otherwise damaging of the books, building, equipment, furniture or other objects in the Law Library is prohibited. [California Penal Code 490.5 & 594; Education Code 19910 & 19911]

USE OF COMPUTERS AND PERSONAL ELECTRONIC DEVICES

Law Library public computers are reserved for legal research and access to the online catalog. Peripheral devices (printers, CD-ROM drives, cameras, keyboards, scanners, etc) may not be attached without prior authorization.



Public computer use is limited to one 2-hour session. Users may only access public computers using their own library card. To request your library card, please ask any staff member to assist you. Accessing the library computer system, programs or data without authorization is prohibited.

Personal electronic devices may be used in the library provided such use does not disturb other users or take up excessive space or electrical capacity. Personal electronic devices including but not limited to computers, copiers, scanners and printers may be used only if they do not exceed 1.5 amps or a footprint of 2 square feet, make no noise audible to other patrons and pose no other hazard or obstacle to use of the library by others. For example, laptops and silent hand-held scanners are generally permitted, while full-size personal computers and scanners are generally not permitted. As noted above, if the use of a device can be heard by patrons more than 5 feet away, it is presumed to be disturbing to others.

Tabletop electrical outlets are provided for patron use. Due to a very limited number of electrical outlets each user should not connect to more than one outlet at a time. Wall outlets may not be used by patrons without prior express permission.

UNAUTHORIZED AREAS

Opening emergency exits (except in emergency situations), entering unauthorized or off-limit areas of the library, remaining in the library after closing or during emergency drills or evacuations is prohibited and may result in immediate suspension of library privileges

FAILURE TO COMPLY

Failure to comply with library rules, library signage or the directives of library staff or security personnel, or to cooperate with the staff or security personnel in their enforcement of these rules may result in the loss or suspension of library privileges, including but not limited to temporary or permanent removal from the library premises. Individuals who refuse to leave when requested to do so by staff or security personnel will be subject to arrest for trespassing and prosecution under California Penal Code Section 602.1(b).

Any removal or suspension of privileges for more than one day may be appealed upon written request within 10 days of the removal or suspension.



LA Law Library Patron Expectations for Health and Safety

(As of June 1, 2021)

Patrons inside, or on the premises of, LA Law Library must:

- ✓ Wear a face covering over mouth and nose at all times when inside the Law Library. This applies to all adults and to children 2 years of age and older.
- ✓ Maintain 6-feet of physical distance from other customers and Library staff at all times.
- ✓ Stand on the indicated floor markers and at least 6 feet from others when waiting in line.
- ✓ Submit to a temperature check if asked.
- ✓ Not enter the Law Library if experiencing fever, cough, sneezing, sore throat or other symptoms of contagious illness.
- ✓ Adhere to posted library capacity limits.
- ✓ Adhere to posted time limits and appointment time frames.
- ✓ Not bring food or drink into the library.
- ✓ Not bring more than one small bag or personal item into the Law Library.
- ✓ Follow posted directional signage.

Patrons must also comply with the Law Library *Rules of Conduct* (available at <https://www.lalawlibrary.org/about-us/rules-of-conduct> or in hard copy at the library security desk)

MEMORANDUM

DATE: April 28, 2021

TO: Board of Law Library Trustees

FROM: Sandra J. Levin, Executive Director

RE: Approval of New Memorandum of Understanding with SEIU Local 721

SUMMARY AND BACKGROUND

The Memorandum of Understanding (MOU) with SEIU Local 721 expired on March 31, 2021 and its terms have been carried over pending negotiations. Law Library management has come to a tentative agreement with SEIU, subject to Board approval, for a new MOU which differs from the current MOU as to the following articles:

Article 5 – Term: April 1, 2021 through March 31, 2023

Article 6 – Renegotiation: updating dates of notification to 2023

Article 8 – Salaries: If the Law Library receives at least \$1 million in supplemental funding from the State of California prior to April 30, 2022, then: 1) a one-time Bonus of 2% within two months of receipt of the supplemental funding; and 2) effective July 1, 2022, an across the Board increase of 1% of base.

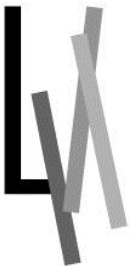
Article 11 – Performance Evaluations: There is no merit bonus

Article 31 – Sick Leave – Part Time Employees: Usage of sick leave for part-time employees increased to the equivalent of a one-week shift

The proposed MOU is attached. The members of the bargaining unit have ratified the proposed MOU.

Recommendation:

Staff recommends that the Board approve the amended SEIU Local 721 Memorandum of Understanding for April 1, 2021 through March 31, 2023.



SEIU Local 721
Los Angeles County
Law Library

BU 870 Full-Time Employee Unit
BU 871 Part-Time Employee Unit

Memorandum of Understanding

April 1, 2021,
through
March 31, 2023



Mission Statement

We are a powerful organization that stands for quality services and wins for our members and the communities where they live and work.

Vision Statement

We will unite all of our members into one strong union that adapts to changing surroundings. We will bring a union voice to all public service workers in Southern California. We will ensure future generations are prepared to lead their successors into the future. We will collaborate with the public to win resources for services that make communities stronger. We will create every opportunity for members to lead in their communities and at work, including encouraging and training union members to hold political office. We will hold ourselves and others accountable to our values. Together we will be the model for unions in the 21st Century.



1545 Wilshire Blvd Ste 100 • Los Angeles CA 90017-4510
(213) 368-8660 • www.seiu721.org

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Board of Law Library Trustees hereinafter referred to as "the Board."

ARTICLE 2 RECOGNITION

Pursuant to the provision of applicable State law, Los Angeles Law Library hereby recognizes SEIU Local 721 as the certified exclusive representative in the Non-Professional and Professional Non-Supervisory Unit. The term “employee” or employees as used herein shall refer only to Library Employees in the following classifications, which constitute this Unit.

1. Administrative Clerk
2. Library Clerk
3. Library Technician
4. Administrative Technician
5. Librarian
6. Branch Assistant
7. Library Aide
8. Library Associate
9. Facility Clerk

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the lawful activities of SEIU Local 721 or to refuse to join and participate in union activities and all other rights provided by the Myers-Millais-Brown Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, age, national origin, political or religious affiliation, disability status, gender or sexual orientation.

The use of all nouns, pronouns, and adjectives contained in this Agreement are used in their generic sense and are not intended to indicate any distinction based upon gender.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Board. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until the Board acts to approve said Memorandum of Understanding.

Following approval of this agreement and ratification by members of this Unit, management will expedite the submission of this Memorandum of Understanding to the Board for its approval.

ARTICLE 5 TERM

The term of the Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to ratification by the Board and SEIU Local 721.

This Memorandum of Understanding shall expire and otherwise be fully terminated on March 31, 2023.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period of February 1, 202~~0~~3, through February 28, 202~~0~~3, its written request to commence negotiations including its initial written proposals for such successor Memorandum of Understanding.

~~During the term of this agreement the parties agree that in the event either party desires to reopen the Memorandum of Understanding under the provisions of Article 8 Section 1, Salaries, such party shall serve upon the other during the period of February 1 February 28 of each year its written request to commence negotiations including its initial written proposals.~~

ARTICLE 7 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board, for action, neither SEIU Local 721 nor Management, nor their authorized representatives will appear before or meet with the Board individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this article shall not preclude the parties from appearing before the Board nor meeting with individual Board member to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 8 SALARIES

Section 1 WAGES

All employees covered under this Memorandum of Understanding shall receive the following salary increase during the term of this agreement. If the Law Library receives at least \$1 million in supplemental funding from the State of California prior to April 30, 2022:

- A one-time Bonus of 2% of base within two months of receipt of the supplemental funding
- Effective July 1, 2022, an across the Board increase of 1% of base.

The Law Library proposes a relevant Salary / Classification Relationship Chart as seen on the next page.

~~a) Effective upon Union ratification and Board approval, an across the board salary increase of 4%.~~

~~b) Effective July 1, 2019, a one-time bonus of 5% of base.~~

Employees at or exceeding of their classification pay scale are not eligible for annual wage increases ~~but are eligible for merit increases as identified in Article 11 of this agreement.~~

Job Classification	Salary Range Beginning	Salary Range End
Library / Administrative Aide	\$13.25 Hourly	\$17.00 Hourly
Library / Administrative Clerk	\$15.00 Hourly \$31,200 Annually	\$22.00 Hourly \$45,760 Annually
Branch Assistant	\$19.00 Hourly	\$26.50 Hourly
Library I Administrative Technician	\$19.00 Hourly \$39,520 Annually	\$26.50 Hourly \$55,120 Annually
Library Associate	\$21.15 Hourly \$44,000 Annually	\$31.73 Hourly \$66,000 Annually
Librarian	\$53,000 Annually	\$82,500 Annually

ARTICLE 9 HOURS & OVERTIME

The LA Law Library and SEIU Local 721 jointly agree that overtime shall be compensated as follows:

1. All full-time positions shall observe a standard 40-hour work week, 8 hours per work day plus a 45-minute unpaid lunch and wages that compensate for the extra fifteen (15) minutes of work.
2. Exempt positions shall not be entitled to coverage under the Fair Labor Standards Act. Those positions in the full-time Professional, Non-Supervisory Unit are Librarians.
3. Nonexempt positions will receive overtime pay for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act. "Hours worked" do not include time for which an employee is not compensated (unrestricted on-call time) or compensated but does not actually work, including but not limited to sick leave, and vacation pay with the exception that those hours paid during a work week for a regular Law Library holiday will be counted in calculating hours worked for overtime purposes.
4. Nonexempt employees shall receive overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of forty (40) hours in one week. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
5. All overtime work must be authorized by the Executive Director or his/her designee in advance.
6. Compensatory time in lieu of paid overtime must meet the following terms:
 - A. Compensatory time for nonexempt shall be booked at one and one half hour for every hour worked in excess of forty (40) hours in the work week. Nonexempt employees may accumulate a maximum of 240 hours of compensatory time off. All hours accumulated in excess of 240 hours shall be paid out in cash. All remaining accrued compensatory time shall be paid to the employee at the time of termination of employment.
 - B. Exempt employees are not eligible to receive additional compensation for hours worked in excess of 40 hours. At the discretion of the Executive Director, exempt employees will be permitted to take an hour off for each

ARTICLE 9 HOURS & OVERTIME

hour worked in excess of 40 hours. An exempt employee must receive advanced approval from the employee's Service Area Director in order to take time off. Compensatory time should be taken in the following month, but another day can be used if it is within a reasonable time and will not put a burden on the Service Area involved. Compensatory time accrued by exempt employees shall have no monetary value and will not be eligible for payment upon termination of employment.

ARTICLE 10 PAYCHECK ERRORS

Underpayments

1. Management will immediately request its Bank to rectify a significant underpayment (equal to or exceeds \$100.00) on the employee's payroll check within three business days, exclusive of legal holidays, after receipt by Human Resources or his/her designated representative of a request by the effected employee within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly payroll check following receipt of the request.
2. The Law Library will authorize its Bank to issue a corrected or supplemental warrant within three business days after discovery of the underpayment or receipt of a request from the employee's Manager or his/her designated representative.
3. Changes in salary resulting from changes in status are excluded from amounts, which constitute paycheck errors for purposes of this Article.

Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the Finance Office. Such recovery shall not exceed 15% per month of the disposable earnings (as defined by State Law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 11 PERFORMANCE EVALUATIONS

The purpose of an annual review is to permit the supervisor and the employee to engage in mutually respectful dialogue conducted in a professional manner. An employee evaluation shall be presented and reviewed with each employee in a confidential manner. Employee evaluations shall be written annually between the calendar months of January through February. Discussions will be conducted during the calendar months of March with any merit bonus to be paid prior to the beginning of the new fiscal year, which is July 1. If a performance evaluation is not filed in a timely manner and the employee becomes eligible for a merit bonus, the bonus shall be paid as soon as practical.

Below are the underlying principles which will be used in the development of the intended process and assist in its development:

1. Transparent
2. Measurable
3. Goals are clear, in writing and attainable and consistent with the employee's job description.
4. Ratings are substantiated by comments which are concrete and specific.

There will be no merit bonus during the term of this MOU.

An employee who believes the overall evaluation is inaccurate shall file a written grievance and request a meeting with the employee's Service Area Director within ten (10) business days of receiving the evaluation.

If the employee continues to believe the evaluation is still inaccurate the employee may appeal the Service Area Director's decision with the Executive Director, or designated representative within ten (10) business days of receiving the Service Area Director's response. The employee's overall performance rating shall not be subject to the arbitration step of Grievance Procedure. The decision of the Executive Director is final.

Management agrees that properly used paid sick leave protected by federal and state laws or vacation used in the twelve months immediately prior to a Performance Evaluation will not be negatively referenced on such forms.

ARTICLE 11 PERFORMANCE EVALUATIONS

If Management fails to follow this Performance Evaluation Schedule and Procedures, such failure may be grieved by the affected employee within ten (10) business days of the alleged violation of the Schedule and Procedure System.

ARTICLE 12 TRAINING & CAREER DEVELOPMENT

Management will continue its practice of having employees participate in approved training courses that will improve the efficient operation of the library and improve service to the public.

Management will pay for registration fees required to attend these courses with prior approval. Employees attending training courses authorized by management will receive their hourly rate of pay for time required to attend the approved sessions.

The Library will remind employees via email at least quarterly that all employees are invited to submit requests for training related to their duties and responsibilities at the Law Library (by filling out the professional development request form). The Library will consider all requests received and will not arbitrarily or capriciously reject any request.

Management agrees to continue in-service training programs.

ARTICLE 13 SAFETY

Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU Local 721 will encourage all members in the Unit to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment, and conditions, and report any hazardous, unsafe, and/or unhealthy practices or conditions promptly to the Help Desk and to their immediate supervisor or Manager. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor or Manager will:

1. Correct or eliminate the condition if correction or elimination thereof is within their authority and capability, or,
2. Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by Management for said purpose, if elimination of the hazardous condition is not within the immediate supervisors' capability.
3. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the Help Desk via email with the word "Safety" in the subject line. This person should respond immediately.

Management will maintain a First Aid Kit at each staffed Law Library facility and keep employees informed of the place it is kept.

ARTICLE 14 PERSONNEL FILES

An employee, or his/her SEIU Local 721 designated representative with the written consent of the employee, may inspect that employee's personnel file as approved under California Labor Code.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or manager regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that he/she is required to sign. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. An employee may provide a written rebuttal to any written statement by employee's supervisor within ten (10) calendar days of signing or refusing to sign the document. The rebuttal shall be attached to the corresponding document and placed in the employee's personnel file.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of specific provisions of this agreement. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance appeal rights have been exhausted.

On reviewing his/her personnel file, an employee of this Unit may request to have any written warnings or written reprimands issued more than three (3) years prior removed from his/her personnel file.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of the grievance procedure is to provide a method for the resolution of grievances without reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used the term “employee” means either employee or employees as appropriate.
2. “Grievance” means a complaint by an employee or a group of employees concerning the misinterpretation or misapplication of the provisions of this Memorandum of Understanding or of working conditions rules and regulations governing personnel practices which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. “Business Days” mean calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3 Responsibilities

1. SEIU Local 721 agrees to encourage employees to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee’s complaint with him/her at a mutually satisfactory time.
2. An employee who files a formal written grievance will state clearly in the grievance the specific action(s) complained of, the article(s) of the MOU allegedly violated and the specific remedy requested. To the best of the individual’s ability, the employee will also state the provisions of the Memorandum of Understanding allegedly violated.
3. Management has the responsibility to:
 - A. Respond only to the specific complaint cited in the grievance as originally presented.

ARTICLE 15 GRIEVANCE PROCEDURE

- B. Inform an employee of any limitation of management's authority to fully resolve the grievance

Section 4 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process any unresolved grievance to the next hearing level.
2. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next within the time limits established in the procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. A grievance may be referred to a prior level for reconsideration by mutual agreement confirmed in writing.

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a SEIU Local 721 representative in the preparation of a formal written grievance, and to represent him/her in formal grievance meetings. The grievant may be required to be present in meetings with Management for purposes of discussing the unresolved grievance.
2. An employee selected as a representative in a grievance process shall be required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her work assignment to attend a grievance meeting and give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Law Library operations.
3. An employee may present his/her grievance to Management on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the Law Library operation. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 6 The Parties' Rights and Restrictions

1. None of the Parties shall unreasonably delay the processing of a grievance at any step of the established procedure.
2. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
3. The employee may elect to be represented in a formal grievance meeting. Management may designate a representative to be present at such meeting.
4. A Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. Management shall notify SEIU Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
6. If a SEIU Local 721 representative elects to attend any formal grievance meeting, he/she must inform Management prior to such meeting. Management may also designate a representative to be present at such meeting.
7. Only employees who have direct, firsthand knowledge of the event(s) giving rise to the employee complaint may be called on as witnesses by the grievant. Any such witnesses may attend formal grievance meetings during work time without loss of pay with the prior approval of their immediate supervisor or Law Library Management.

Section 7 Procedures

Informal Complaint:

An employee is encouraged to discuss his/her complaint in a meeting with his/her immediate supervisor. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with him/her at a mutually satisfactory time. If the employee elects to have a union representative attend such meeting, the supervisor may elect to have another Management representative present.

ARTICLE 15 GRIEVANCE PROCEDURE

Grievance Procedure:

Step 1:

- A. Within ten (10) business days from the occurrence of the matter on which the complaint is based, or within ten (10) business days from of the date the grievant should reasonably have had knowledge of such occurrence, whichever is later, an employee may file a formal written grievance. Three copies of the grievance will be completed by the employee stating the nature of the grievance, the provisions of *the Memorandum of Understanding allegedly violated and the remedy requested. The employee will submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days from receipt of the grievance, the supervisor or Management designee will meet with the employee. Within ten (10) business days following such meeting, the supervisor or Management designee shall render a decision in writing using the original copy of the grievance.

Step 2:

- A. Within ten (10) business days of the receipt of the decision at Step 1 the employee may appeal to the employee's Service Area Director or designee, using the original copy of the unresolved grievance.
- B. Within ten (10) business days from the receipt of the grievance appeal to Step 2, the Division Senior Director or designated representative not serving at Step 1 will discuss the grievance with the employee before a decision is reached. Thereafter, the Senior Director or designated representative will provide the employee with a written decision within ten (10) business days following the grievance meeting using the original copy of the grievance.

Step 3:

- A. Within ten (10) business days from receipt of the decision at Step 2, the employee may appeal to the Executive Director or designated representative using the original grievance form.

ARTICLE 15 GRIEVANCE PROCEDURE

- B. Within ten (10) business days from the date the submitted grievance appeal to Step 3 is received, the Executive Director or designated representative who has not been involved in the grievance in prior levels shall discuss the grievance with the employee. Thereafter, the Library Executive Director or his designee will provide to the employee a written decision within ten (10) business days following the grievance meeting.
- C. If the Executive Director or designated representative fails to give a decision within the specified time limit, SEIU Local 721 may opt to refer the unresolved grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the decision of the Executive Director or designated representative shall be final.

Section 8 Arbitration

- 1. Within thirty (30) business days from receipt of the written decision of the Executive Director or designated representative, SEIU Local 721 may request that the unresolved grievance be submitted to arbitration.
- 2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state, or local law or ordinance, including specifically all ordinances applicable to the Law Library, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all personnel rules or regulations of the Law Library, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such personnel rules or regulations in order to resolve the grievance which has been submitted to the arbitrator
 - C. Written Record of Conference

ARTICLE 15 GRIEVANCE PROCEDURE

D. Performance Evaluation Ratings.

3. In the event SEIU Local 721 desires to request that a grievance, which meets the requirements of Section 8, paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request to the Executive Director or designated representative. The written request shall set forth the specific issue(s) still unresolved through the grievance procedure, which are to be submitted to arbitration.
4. Selection of an arbitrator shall take place as follows:
 - A. Within an additional sixty (60) business days from notification by SEIU Local 721 of a desire to arbitrate the unresolved grievance, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.
 - B. During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.
5. Arbitration of grievances hereunder shall be conducted generally within sixty (60) business days from the selection of the arbitrator and in accordance with applicable provisions of this article. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed 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 involved.
6. Prior to the hearing, a representative of the Law Library and SEIU Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event Management and SEIU Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

ARTICLE 15 GRIEVANCE PROCEDURE

7. The written decision of an arbitrator resulting from any arbitration or grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be advisory in nature and shall be rendered within thirty (30) calendar days following conclusion of the hearing.
9. The written decision of the arbitrator together with the evidentiary exhibits shall be submitted to the Executive Director or designated representative and SEIU Local 721. The Executive Director or designated representative shall advise SEIU Local 721 of his/her intentions concerning the arbitrator's decision within ten (10) business days.
10. If the Executive Director rejects the arbitrator's decision, the Executive Director shall, after a complete review of the hearing records maintained by the arbitrator or the court reporter if one was requested by either of the parties, provide SEIU Local 721 within 30 days of receipt of the hearing record a written decision. Such written decision shall contain findings of fact consistent with the hearing record together with the Executive Director's conclusion. The Executive Director's decision shall be final.
11. Within ninety (90) calendar days of the receipt of the Law Library's decision to reverse the arbitrator's decision, SEIU Local 721 may appeal the decision to the appropriate superior court department. Failure to appeal the Executive Director's decision within this ninety (90) day period, the grievance shall be considered settled and shall not be subject to further appeal.

ARTICLE 16 DISCIPLINARY PROCEDURES

Section 1 Discipline of Five (5) Days or Less

The following procedure applies to discipline where there is an actual loss of pay by the employee of five (5) days or less. Written reprimands or other actions that may be characterized as “disciplinary” are not subject to arbitration under this Article or any other.

Step 1: Administrative Meeting

When Management is considering disciplining an employee with loss of pay for five (5) days or less, Human Resources will invite the employee in writing to meet on a proposed date, time and location to discuss the potential discipline. The employee is entitled to representation during the meeting.

Step 2: Notice of Intended Discipline

If Management determines after the Administrative Meeting (if held) that discipline is warranted, it will provide the employee with a Notice of intended Discipline. The Notice shall include the relevant facts, violations, and relevant evidence considered by Management when making its decision.

Step 3: Skelly Meeting

Within ten (10) business days from receipt of the Notice of intended Discipline, the employee or his/her representative may request that Human Resources schedule a Skelly Meeting. If the employee or his/her representative does not request a Skelly meeting within ten (10) business days, the employee has no right to a Skelly meeting. The Skelly officer will be the Executive Director or another Director of his/her designation.

Within ten (10) business days following the Skelly meeting, if held, or ten (10) business days following the last day upon which the Skelly meeting could have been held, Management will issue a Notice of Discipline. The Notice of Discipline shall be final and not subject to arbitration.

Step 4: Non-Binding Arbitration

1. Within ten (10) business days from receipt of the written decision of the Skelly Officer, SEIU Local 721 may request that the discipline be submitted to arbitration.

ARTICLE 16 DISCIPLINARY PROCEDURES

2. Within an additional thirty (30) business days from notification by SEIU Local 721 of a desire to arbitrate the discipline, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.

During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.

3. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed 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 involved.
4. Prior to the hearing, a representative of the Law Library and SEIU Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event Management and SEIU Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
5. The written decision of an arbitrator resulting from any arbitration or grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
6. The written decision of an arbitrator resulting from any arbitration of discipline hereunder shall be advisory in nature and shall be rendered within thirty (30) calendar days following conclusion of the hearing. The advisory decision of the arbitrator shall be submitted to the Law Library Board of Trustees Personnel Committee for a final determination.

ARTICLE 16 DISCIPLINARY PROCEDURES

7. The written decision of the arbitrator together with the evidentiary exhibits shall be submitted to the Law Library Board of Trustees Personnel Committee and SEIU Local 721. The Law Library Board of Trustees Personnel Committee shall advise SEIU Local 721 of its intentions concerning the arbitrator's decision within thirty (30) business days.

ARTICLE 17 RESOLVING ISSUES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU Local 721 and Management concerning the interpretation or application of applicable provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

1. Where SEIU Local 721 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU Local 721 may request in writing that a meeting be held with the authorized representatives of the Law Library who have authority to make effective recommendations for the resolution of the matter with a copy to the Executive Director or his/her designated representative. Such written request shall be submitted within thirty (30) business days from the occurrence and shall set forth in detail the facts giving rise to the request for the meeting, provisions within the MOU that have been allegedly violated, and the proposed resolution sought. Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement (s).
2. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU Local 721, shall have the right to meet with the Executive Director or designated representative in an attempt to resolve the matter.
3. Within ten (10) business days after the meeting, the Executive Director or his/her designated representative shall respond to SEIU Local 721 in writing setting forth Management's decision and reasons therefore.
4. If the matter is not satisfactorily resolved, affected individual employees pursuant to the provisions of Article 15 – Grievance, may file individual grievances.

ARTICLE 18 STEWARDS

Section 1

It is agreed by -the parties of this Memorandum of Understanding that-SEIU Local 721 may select a reasonable number of stewards not to exceed three (3) stewards at the main library. SEIU Local 721 shall provide the director or designee a written list of employees that have been selected as stewards. Law Library Management shall recognize only those names listed by SEIU Local 721 as stewards.

Section 2

A steward may not leave the steward's work site or cease doing assigned work without receiving the approval of Management. Permission to leave the work site shall not be granted to perform the tasks in section three (3) if such absence would cause an undue disruption of the Library's work. If time cannot be granted immediately, time limits shall be extended for a time equal to the delay

Section 3

A steward shall be given reasonable release time without loss of pay to represent a unit's employee in informal or formal grievance meetings, new-employee orientation meetings and in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews with Management where there is a reasonable expectation that disciplinary action will follow. No more than one (1) steward shall receive release time to participate in any meeting with Management, unless otherwise agreed to. In situations where the issue to be discussed at such meeting involves more than one department or worksite location, no more than two (2) stewards shall receive release time. Release time shall include travel time from the steward's assigned work location to meetings held at the Main Branch of the Law Library.

Section 4

Stewards must complete union-sponsored Leadership Academy training before representing an employee at any meeting with Management. All Law Library supervisors and other staff who supervise employees must complete training regarding Weingarten rights of employees.

ARTICLE 19 PAYROLL DEDUCTIONS AND UNION DUES

Section 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted from the bi-weekly payroll check of each employee covered hereby who files with the Law Library a written authorization requesting that such deduction be made in accordance with applicable provisions of State law.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to SEIU Local 721 within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the Law Library during the term of this agreement, provided, however, that an employee in this Unit may terminate such Union dues during January 15th through the 31st of each year covered under this agreement by notifying SEIU Local 721 of their termination of Union dues deduction. Such notification shall be provided by the employee by certified mail return receipt requested, and should be in the form or a letter containing the following information: employee name, employee number, job classification, the employer business name, and name of Union from which dues deductions are to be canceled. SEIU Local 721 agrees to finalize all necessary processing of employee written requests for cancellation of dues within sixty (60) calendar days following receipt of such request.

Section 3 Indemnification Clause

SEIU Local 721 agrees to indemnify and hold the Law Library, the Bank of America and the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 20 WORK ACCESS

Authorized SEIU Local 721 representatives will be given access to the work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on the bulletin board.

SEIU Local 721 representatives desiring access to the work location hereunder shall state the purpose of the visit and request from the Executive Director, or designated representative, authorization in a reasonable amount of time before the intended visit, unless the parties mutually agree otherwise. The parties agree that SEIU Local 721 shall have reasonable access to non-working areas during non-working times to communicate with unit employees.

SEIU Local 721 agrees that its representatives will not purposely interfere with operations of the Law Library or any facility thereof.

SEIU Local 721 shall give to the Executive Director or designated representative, a written list of all authorized representatives, which list shall be kept current by SEIU Local 721. Access to work locations will only be granted to representatives on the current list, unless the parties agree otherwise.

ARTICLE 21 BULLETIN BOARDS

Management will furnish adequate bulletin board space at each facility where more than one person of this Unit is assigned.

The boards shall be used for the following subjects:

1. SEIU Local 721 recreational, social and related SEIU Local 721 news bulletins;
2. Scheduled SEIU Local 721 meetings,
3. Information concerning SEIU Local 721 elections or the results thereof,
4. Reports of official business of SEIU Local 721 including applicable newsletters, reports of committees or the Board of Directors;
5. Any material which first has been approved by the Executive Director or designated representative.

Should SEIU Local 721 desire a communication be posted throughout the Law Library and its branches, SEIU will submit the communication to the Executive Director for approval. No library equipment or supplies shall be used for this purpose.

ARTICLE 22 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU Local 721 may request a computer printout of the names, employee numbers and job classifications of all employees within this Unit. Such computer printout may be requested up to four times a year at no cost to SEIU Local 721.

ARTICLE 23 AUTHORIZED AGENTS

1. For the purpose of administering the terms and provisions of this Memorandum of Understanding: Management's Principal authorized agent shall be the Executive Director or duly authorized representative (address 301 West First Street, Los Angeles, California 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
2. The SEIU Local 721 principal authorized agent shall be the President, or his/her authorized representative at the following address: 1545 Wilshire Blvd., Los Angeles, CA 90017 or as amended.

ARTICLE 24 STRIKES AND LOCKOUTS

During the life of this agreement SEIU Local 721 agrees that SEIU Local 721 shall not cause, sanction or engage in any work stoppages, strikes, slowdowns, sickouts, picketing or other concerted activity that will stop, or impair the Law Library's ability to provide service at the main library and all of its branches or to provide public service.

During the life of this agreement the Law Library agrees it shall not lockout employees.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and/or SEIU Local 721 fails to exercise good faith in halting the work interruption, SEIU Local 721 and the employees involved shall be deemed in violation of this article and the Law Library shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 25 MANAGEMENT RIGHTS

The Law Library retains, solely and exclusively, all rights, powers, and authority that it exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as specifically limited by an express provision of this MOU or otherwise agreed to by the parties. Additionally, it is the exclusive right of Law Library Management to determine its mission, to set standards of services to be offered to the public and to exercise control and discretion over its organization and operations. It is also the exclusive right of Law Library Management to direct its employees, which shall include but is not limited to, appointments, assignments, performance evaluations, classifications and transfers, establishment of policies, procedures, rules and regulations not in conflict with the terms of this Memorandum of Understanding, take disciplinary action for cause, relieve its employees, from duty as, for example, by work furlough, because of lack of work or for other legitimate business reasons; and determine the methods, means, and personnel by which the Law Library operations are to be conducted; provided however, that the exercise of such rights does not preclude employees or their representative from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment of Law Library employees.

All other rights of Law Library Management are also expressly reserved to the employer unless such other rights are abrogated by a clear and express provision of this MOU or by mutual written agreement by the parties.

Nothing herein shall limit the right of SEIU Local 721 to meet and confer over the impact of rights exercised by Management as provided in Article 28, Full Understanding Modification and Waiver.

ARTICLE 26 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the Law Library enters into any agreement with another public employer, or private entity which involves the transfer of functions now being performed by employees in this Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public agency, or private entity, the Law Library will advise such public agency or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise SEIU Local 721 of such agreement. In addition, Management will consult with the employer absorbing a Law Library function to encourage the use of affected employees by the new employer. When a Request for Proposal is approved by the Law Library and when such conforms with prevailing rules and regulations relating to the contracting out or transfer of Law Library functions, Management will advise SEIU Local 721 ten (10) business days prior to the release of the RFP.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of function from the Law Library to another agency, Management will make an effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 27 JOINT LABOR/MANAGEMENT COMMITTEE

Section 1 Purpose

It is the intention of the parties to establish a Labor/Management Committee to provide a forum for Labor and Management to jointly discuss issues of concern to employees in the units. Each party (Labor and Management) may select three (3) representatives to be members of the committee. Once selected, each party shall notify the other, in writing, the names of its representatives.

During the term of this MOU, the Joint Labor/Management Committee shall meet upon written request of either party, during working hours, to discuss specific issues, which impact a majority of the employees in the units. Such written requests to meet shall not be made more often than quarterly. The parties may mutually agree to meet more often.

Section 2 Authority

The Labor/Management Committee shall not meet to discuss individual employee grievances. The Labor/Management Committee shall have no authority to alter the provisions of this Memorandum of Understanding, nor to bind either Labor or Management to take action of any sort unless the issue is mutually agreed to in writing.

ARTICLE 28 OUT-OF-CLASS ASSIGNMENTS/ACTING PAY

Section 1 Definition

1. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant, position in one class by an individual in another class.
2. The amount of the acting pay shall be the beginning of the salary range of the vacant position of the higher classification, or 3% of their regular hourly pay, whichever is greater. Acting pay is paid pursuant to the conditions described below.

Section 2 Conditions

1. An employee assigned to an out-of-class assignment for more than 20 consecutive working days by Management shall receive acting pay established in section 1.2 commencing on the 21st working day.
2. The employee may request to be returned to his or her former assignment within twenty (20) consecutive working days. Management will then have thirty (30) working days to return the employee to his or her former assignment. During the thirty (30) working day period, the employee shall not be entitled to any out of classification pay.
3. If the employee is appointed to fill the vacant out-of-class assignment within 30 calendar days from the date the employee began serving in the assignment, the employee shall not be eligible to receive acting pay established in section 1 B. Acting pay is not applicable to persons employed on a temporary or recurrent basis.
4. It is the intent of Management to avoid working an employee on an out of class assignment for a prolonged period of time.

Section 3 Special Provisions

1. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Law Library has no control. However, such assignment shall not extend beyond the period of the emergency.

ARTICLE 28 OUT-OF-CLASS ASSIGNMENTS/ACTING PAY

2. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

3. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file, a copy will be provided to the employee.

ARTICLE 29 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any employee may request additional compensation for the performance of additional responsibilities which are assigned or approved by the Executive Director or his/her designee.

To qualify for additional compensation, an employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those of the employee's classification.

An employee shall make a written request to his/her department head and complete an Assignment of Additional Responsibilities form for additional compensation prior to performing the additional duties or project. The assignment of additional duties normally performed by incumbents of the employee's class will not qualify for additional compensation.

The assignment/implementation of an added responsibilities bonus will become effective on the first day the additional responsibilities are performed and will end or otherwise terminate on the day the assigned additional responsibilities are no longer requested by management or performed by the employee. In no event will an employee receive an additional-responsibilities bonus pursuant to this Article and receive an out-of-class bonus under applicable provisions of this Memorandum of Understanding for the same assignment. The additional compensation provided in this Article will be 5% and not constitute a base rate.

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

During the term of this agreement the Law Library agrees to follow the layoff procedure:

Section 1 Grounds for Layoff

Whenever, in the judgment of the Executive Director, it becomes necessary to reduce the workforce because of lack of funds or lack of work, an employee may be laid off, reduced in classification or displaced by another employee. Such Layoff, reduction, or displacement shall result from action of the Executive Director or his or her designee. Such action shall not entitle the laid off, reduced, or displaced employee to a right of appeal.

Section 2 Definitions

1. Length of Service is defined as the total continuous service in regular Library employment.
2. Displacement Rights. Those rights accruing to regular Library employees only. These rights, commonly referred to as "bumping rights," allow a laid off employee to displace another employee in the same or lower classification in the manner specified under "Displacement Rights" contained in this Policy.

Section 3 Procedure (In order of occurrence)

1. Management may, after consultation with SEIU Local 721 as required by law, consider alternative action in order to minimize layoffs.
2. Identification of Classifications. Management will identify those classifications which will be reduced to minimize the impact on the continued effectiveness of the Library.

Section 4 Notification

Notice to Employees. Management shall notify SEIU Local 721 thirty (30) workdays prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. An employee filling a full time position shall be given at least ten (10) workday's prior notice of layoff. Employees transferred, reduced, or displaced shall be given at least five (5) workdays notice.

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

Section 5 Reduction in Force

Once the classifications to be reduced have been identified, Management shall consider laying-off employees in the following order:

1. Temporary employees in the identified classifications.
2. Employees serving an initial probationary period in the identified classifications.
3. Regular employees within the least continuous classification service.

Section 6 The Breaking Criteria

In cases where two or more employees have the same date of hire (i.e., equal seniority) retention points for job performance shall be credited on the basis of the average of the overall evaluation rating for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) work days prior to the date of the layoff notice. Retention points are as follows:

<i>"Unsatisfactory"</i>	Rating 1.0
<i>"Marginal"</i>	Rating 2.0
<i>"Meets Expectations"</i>	Rating 3.0
<i>"Exceeds Expectations"</i>	Rating 4.0
<i>"Exceptional Performance"</i>	Rating 5.0

Increments of 1/10 of a percentage point may fall between these main Performance Evaluation ratings. The total rating number will be used as the determining factor for retention purposes.

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

Section 7 Displacement Rights (BUMPING)

An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off person has greater seniority

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

than the employee in the lower classification. In addition, an employee designated for layoff with greater seniority may displace (“bump”) an employee in a lower classification within the same occupational family. Determination of an occupational family will be made by Management and such determinations shall be made according to the following factors:

1. Similarity of occupational field.
2. Similarity of “Class Characteristics” and “Examples of Duties” as described in the class specifications.
3. Similarity of “Education and/or Experience,” in “Knowledge, Skills and Abilities,” and “Special Requirement” as described in the class specifications.
4. Any additional factors deemed relevant by Management, such as language skills.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to Human Resources. If these privileges are not exercised within the specified time period, they are automatically forfeited.

Section 8 Reduction to an Open Vacant Position

An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position.

ARTICLE 30 LAYOFFS/REDUCTION IN FORCE

Section 9 Demotions

Upon request of the employee, and with the approval of Management, an employee who has not held status in a lower classification may be allowed to demote to an open vacant position in the same Service Area if he/she meets all the requirements of the lower position as determined by Management.

All employees who are demoted will be paid at the same rate of pay as prior to demotion if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

Section 10 Transfers

Management may transfer an employee to an open vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.

Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited his/her ability to transfer.

ARTICLE 31 BENEFITS

All employees hired after May 31, 2011, are not eligible to receive benefits other than health until they have successfully completed their three (3) month introductory period. Newly hired employees are not eligible to receive health benefits until the 1st of the month following 60 days of employment.

Section 1 PERS Group Health Benefit and Dental Plan

Full-Time Employees:

During the term of this agreement, eligible full-time employees are covered under CalPERS group health benefit chosen by the employee, and the dental plan chosen by the employer.

Dependents of full-time employees may be covered under a CalPERS group health benefit plan and the dental plan as referenced in the Employee Handbook.

The Law Library will pay up to the following amounts monthly towards the cost of premiums for health coverage:

- \$650 per month for employee-only coverage;
- \$950 per month for coverage for employee plus one dependent;
- \$1150 per month for coverage for employee plus two or more dependents.

The Law Library will pay up to the following amounts monthly towards the cost of premiums for dental coverage:

- 100% of employee-only coverage; plus
- 50% of the cost for dependent coverage.

These caps shall be effective January 1, 2019, following open enrollment.

Branch Assistants:

During the term of this agreement, eligible Branch Assistants (those hired prior to July 1, 2015) are covered under CalPERS group health benefits chosen by the employee. The Law Library will pay up to \$325 per month for health coverage.

Section 2 PERS Retirement Benefits

The Library shall provide for employee retirement benefits through participation in the California Public Employees' Retirement System (CalPERS) at a two and one half

ARTICLE 31 BENEFITS

percent at fifty-five (2.5% @ 55) retirement formula account. The employee will contribute the eight percent (8%) of “member earnings” into his/her individual retirement account. The Law Library will contribute the required balance per CalPERS.

Employees hired after January 1, 2013, will receive benefits subject to the limitations defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA).

Employees shall notify HR if;

- a) currently receiving CalPERS retirement benefits from a prior employer; or
- b) employee has any outside employment with an employer who is a participant in CalPERS.

Section 3 Retiree Dental Benefits

Employees hired as of July 1, 2008, will not be eligible for retiree dental benefits.

Section 4 Vision Care

During the term of this agreement, the Law Library will provide eligible full time employees with vision care. The Law Library pays the full premium. Dependents of full time employees may be covered under the vision care plan. The Law Library pays one half of the premium and the employee pays the other half of the premium.

Section 5 State Disability Insurance

All employees will contribute directly into the State Disability Insurance program to be funded by employees with premiums deducted as a payroll tax.

Section 6 Life Insurance

During the term of this agreement, employees are covered under life insurance. The Law Library pays the full premium. Eligible employees shall have the option of purchasing additional life insurance at their own expense.

Section 7 Leaves of Absence

All leaves of absence shall be granted in accordance with provisions within the:

ARTICLE 31 BENEFITS

California Family Rights Act of 1991:
the California Pregnancy Leave Act, and
the Federal Family Care and Medical Leave Act of 1993

Nothing in this Section is intended to provide any additional benefits beyond that mandated by Federal and/or State law, or any applicable Ordinance.

A. Vacation

Full-Time Employees:

Full time employees are eligible to accrue paid vacation leave after a successful completion of their three (3) month Introductory Period. Vacation is accrued on a calendar year basis and will depend on the length of an employee's tenure, as follows:

For all full-time employees hired prior to May 31st, 2011:

Years 1 through 9 = 15 days per year (4.62 hours per pay period)
10 or more years = 20 days per year (6.15 hours per pay period)

For all full-time employees hired on or after May 31st, 2011:

Years 1 through 4 = 10 days per year (3.08 hours per pay period)
Years 5 through 9 = 12 days per year (3.69 hours per pay period)
10 or more years = 15 days (4.62 hours per pay period)

Full time employees may accrue vacation leave up to a maximum of 200 hours, vacation must be accrued before it can be taken.

Vacation requests must be submitted in writing to their supervisor or a Service Area Director at least two weeks in advance of the anticipated leave. Whenever possible, vacation requests are granted, depending upon library requirements. Length of employment may determine priority in scheduling vacation leave. Upon termination of employment with LA Law Library, eligible employees will be paid for accrued but unused vacation.

Between November 10 and November 30 of each year, full time employees may request payment for one week (40 hours) of vacation time earned but not taken. The vacation cash-out will be paid to the employee in January. The employee

ARTICLE 31 BENEFITS

must have a minimum of eighty (80) hours of accrued vacation leave remaining after the cash-out.

Part-Time Employees:

“Grandfathered” Employees:

All part-time Branch Assistants hired prior to July 1, 2015, and other part-time library employees hired prior to June 30, 2006, will accrue vacation benefits at a rate of .0577 per hour worked up to a maximum of 100 Hours.

All Other Part-Time Employees:

All other part-time employees will accrue vacation benefits at the rate of one (1) hour per thirty (30) hours worked (or .0333 per hour worked) up to a maximum of 50 hours. Such part-time employees may use vacation leave up to one week of regularly scheduled shifts per year. Unused vacation leave will carry over to the subsequent year.

B. Sick Leave

Full-Time Employees:

Full time employees are eligible to accrue paid sick leave immediately. Sick leave is accrued on a calendar year basis and will depend on the length of an employee’s tenure, as follows:

For all full-time employees hired prior to May 31st, 2011:

15 days per year (4.62 hours per pay period)

For all full-time employees hired on or after May 31st, 2011:

Years 1 through 4 = 10 days per year (3.08 hours per pay period)

Years 5 through 9 = 12 days per year (3.69 hours per pay period)

10 or more years = 15 days (4.62 hours per pay period)

Eligible employees may use their annual allotment of available sick days for their own illness, doctor’s appointments, and unexpected health matters or to care for a family member (defined as sick child, parent, spouse, domestic partner, grandparent, grandchild or sibling).

ARTICLE 31 BENEFITS

Child includes biological, adopted, foster child, step child, legal ward, child of domestic partner, or a child in loco parentis.

Parent includes biological, foster or adoptive parent, a stepparent, legal guardian or parent in loco parentis.

An employee absent for more than 3 consecutive days may be required to provide medical proof of illness or injury.

Unused sick leave accrues from year to year and is carried forward to the following year. For full time employees, accrued, but unused and unpaid sick leave is eligible toward retirement service credit. (See CalPERS retirement plan.)

Employees hired after May 31, 2011, will not receive any payment for unused sick leave accruals. Full time employees hired prior to May 31, 2011, upon termination may request that accrued but unused sick leave be paid out at the rate of six (6) days per year of service with a maximum of 90 days. However, unused sick leave for payout is frozen at the amount of accrued but unused sick leave as of May 31, 2011.

Part-Time Employees: Branch Assistants:

Part-time Branch Assistants hired before July 1, 2015, are eligible to accrue sick leave at a rate of .0577 per hour worked. Part-time Branch Assistants hired prior to July 1, 2015, may accumulate up to 960 hours of paid sick leave. Until July 1, 2015, other part-time Library employees are not eligible to accrue sick leave.

Effective July 1, 2015, following completion of thirty (30) days of employment, part-time employees will be eligible for paid sick time for illness as described below. Employees are subject to the accrual rates below.

Paid sick time accrues at the rate of one (1) hour per thirty (30) hours worked not to exceed six (6) days or forty-eight (48) hours annually.

Paid sick time must be taken in increment of a minimum of two (2) hours per incident.

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Part-Time Employees:

Part-time employees are limited to using no more accrued paid sick time per anniversary year than the number of hours in one week of such employee's regularly scheduled shift to care for their own illness, doctor's appointments, and unexpected health matters or to care for a family member (defined as sick child, parent, spouse, domestic partner, grandparent, grandchild, or sibling).

A part-time employee who has to use his or her maximum number of paid sick days for his or her own illness or doctors' appointments may use up to an additional three (3) days of paid sick leave (provided such amount of paid sick leave has accrued) per anniversary year to attend to the illness of a child, parent, spouse or domestic partner of the employee.

Unused paid sick days will carry over to the following year for a cap maximum of the annual accrual rate. Once the accrual cap is met sick time will cease to accrue. Once accruals begin again, accruals will not be retroactive.

Part-time employees are not entitled to compensation for unused accrued sick time upon termination. Sick days do not accrue during most leaves of absence.

Child includes biological, adopted, foster child, step child, legal ward, child of domestic partner, or a child in loco parentis.

Parent includes biological, foster or adoptive parent, a stepparent, legal guardian or parent in loco parentis

C. Jury Duty Leave

During the term of this Memorandum of Understanding, members of this Unit who receive a summons or notice of Jury Service and who are absent from duty for reasons of jury service, shall receive their regular salary for the period they serve on jury duty (see the Employee Handbook for details) provided the employee has provided the Law Library with proof that the employee has served on a jury for the dates in question and deposited any jury duty fees received with the Law Library, excluding juror mileage. An employee must return to work if the time the employee is released from the day's service in court makes it practical to do so.

ARTICLE 31 BENEFITS

D. Witness Leave

A member of the Unit who is required to be absent from duty by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, that compels the employee's presence as a witness, unless the employee is a party to the action or an expert witness, shall be allowed the time necessary to be absent from work at the employee's regular pay (see Employee Handbook for details) to comply with the subpoena's requirements, provided the employee deposits any witness fees received with the Law Library, excluding mileage.

E. Employee Organizational Leave

Not more than one (1) employee covered hereby, at the written request of SEIU Local 721, and approved by the Executive Director or his/her designee, shall be granted a leave of absence without pay. The final right to approve organizational leave is exclusively reserved for Management in order to meet operational needs of the Law Library.

F. Bereavement Leave

Any employee who is compelled to be absent from duty because of the death of a member of his/her immediate family (as defined below) shall be allowed the time necessary to be absent from work at regular pay for their regularly scheduled shifts for not more than three (3) working days. The Executive Director may request a death certificate or other satisfactory proof of the death and the relationship of the decedent to justify the absence.

For purposes of this policy, the members of the "immediate family" are: the father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, child, stepchild, grandmother, grandfather, grandchild, foster parent and foster child of the employee; any person who actually resides in the household of the employee at the time of death; the parent or child of a domestic partner; and the domestic partner of a parent or child.

By extending to an employee the specific benefits described by this section, the Library does not intend to confer nor to imply any other unspecified benefits to such employee, nor to such employee's family members nor to any other person.

ARTICLE 32 NEW-EMPLOYEE ORIENTATION

Section 1

Subject to prior approval of Executive Director, The Union Representatives and one of the Union Stewards, may participate in new employee orientation for the sole purpose of providing employees information regarding Union membership.

Section 2 Union Brochure

A labor/management approved brochure or packet will be made available to each new employee appointed to a classification covered by this Memorandum of Understanding during the orientation process. This brochure or packet will be prepared by authorized representative of Local 721. Local 721 will bear the cost of the preparation of the materials. The content of the brochure or packet must be approved by the Executive Director prior to its distribution. Neither the Law Library nor its management assumes any responsibility for the costs incurred in the development, preparation and/or reproduction of this labor/management brochure.

ARTICLE 33 PARKING & TRANSPORTATION ALLOWANCE

Section 1 Onsite Parking

The Law Library will continue to make reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

Section 2 Transportation Allowance

The Law Library shall reimburse full and part time employees, who purchase public transportation (i.e., MTA, Metrorail, etc.), one half of the monthly cost up to a cap of \$130 per month. Employees must participate for a full six months to qualify. Employees may enroll in the transportation Allowance program upon hire or during open enrollment periods (June 15–30 and December 15–31) by submitting an enrollment form to Human Resources. Employees must show proof of primary mode of transportation by providing monthly receipts to qualify for this benefit. Upon presentation of receipts for a minimum of six sequential months (Jan- June; July- Dec) employees will be reimbursed twice each calendar year, June and December. New employees will be reimbursed from the hire date.

For employees who take the sign-up for the Transportation Allowance benefit but find it necessary to drive to work, a parking space on the lower level will be available on a first come, first serve basis.

Should the Law Library enter into a direct agreement with Public Transportation Agencies (i.e., MTA, Metrorail, etc.) which would lower the full monthly cost for employees below the reimbursement amount of this transportation allowance, employees must participate at the lower agreement cost.

ARTICLE 34 POSITION-CLASSIFICATION STUDY

Section 1 Position Classification Study

For the purpose of this Article, a classification study is a study by the Executive Director or his/her designee of the duties and responsibilities assigned to an employee in order to determine whether the employee is appropriately classified.

Employees may submit requests for a Position-Classification Study no more than one time in a two-year period and not in the same year the Law Library conducts its classification studies.

Section 2 Procedures

A request for a classification study may be submitted by an employee who believes his/her position is misclassified. Such request must be submitted in writing to the employee's immediate supervisor or manager. If the employee's immediate supervisor or manager cannot support the employee's request for a classification study, it will be returned within (30) calendar days with a written explanation to the requesting employee. If the employee still believes the request is justified, he/she may submit the request, along with a written explanation, to the Executive Director or designee. Upon receipt of such request, the Director or his/her designee shall review the request. A classification study will be scheduled if the Director or designee deems one is necessary and appropriate.

Section 3 Acknowledgment and Progress Reports

Management agrees to acknowledge within a reasonable time the acceptance or rejection of employee initiated classification study requests. Upon acceptance of the classification study request, management will inform the employee of the estimated completion date of the study. If no follow-up action has been taken within ninety (90) days from the date of the study request, the Director or his/her designee shall provide a progress report to the employees and SEIU Local 721 upon request. The results of the study shall be provided to the employee together with the Director or designee's recommendation regarding implementation or rejection of those results to the Board. The decision of the Board shall be final.

Section 4 New Classifications

Management agrees to notify SEIU Local 721, and to consult upon request regarding new classifications whose primary duties are derived from SEIU Local 721 represented classifications. Further, subject to the approval of said new classifications

ARTICLE 34 POSITION-CLASSIFICATION STUDY

by Management, upon accretion of the new classification into the bargaining unit, and upon request of Local 721, the parties agree to negotiate and recommend proposed salaries for approval and implementation to the Board. The decision of the Board shall be final.

ARTICLE 35 ADDITIONAL WORK LOAD

Part-Time Employees

Management will make a reasonable effort to distribute all additional workload in a manner that is not arbitrary or capricious among all part-time employees. Additional hour assignments will be based on the needs of the individual Service Area. Seniority will prevail when skills are equal.

**ARTICLE 36 INTRODUCTORY TRAINING/
PROMOTION/RECLASSIFICATION**

All new employees shall serve an introductory training period commencing with their first day of employment and ending with the satisfactory completion of three (3) months of regularly scheduled work.

The Library may terminate employees serving an introductory training period at any time, without cause, at the sole discretion of Management.

Employees promoted or reclassified shall serve a probationary period commencing with the first day of assuming the new position and ending with the satisfactory completion of three (3) months of regularly scheduled work. If the promoted employee does not pass his or her probation, the employee may return to his or her previous position. If within the first thirty (30) calendar days the promoted employee decides to return to their previous position and/or classification for any reason, they may do so with the written consent of their current supervisor.

ARTICLE 37 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, Federal and State regulations, and any applicable lawful rules and regulations enacted. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 38 FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 1

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2

It is understood and agreed that the provisions of this Section are intended to apply only to matters, which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedure affecting the employees in the Unit. Where Management finds it necessary to make such change it shall notify SEIU Local 721 indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit where the subject matter of the change is subject to negotiations pursuant to the Myers-Milias-Brown Act and where SEIU Local 721 request to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect, the change would have on the employees in the unit.

The phrase "significantly large number" shall mean a majority of the employees in the Unit, or all of the employees within a classification.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by the Board. In the event negotiations on the proposed change are undertaken, any impasse which arises shall be submitted as an impasse to a mediator mutually agreeable to the parties as provided in Government Code Section 3505.2.

ARTICLE 38 FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 3

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify SEIU Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4

Where Management makes any changes in working conditions because of the requirements of law, Management shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5

The waiver of any breach, term or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 39 VACANT POSITIONS

Management will post on web site and bulletin boards and fill bargaining unit positions that are vacant or become vacant with Law Library employees and not temporary agency personnel. Temporary agency personnel may only be used to cover a position where a permanent employee is on "Leaves of Absence" or the position has been posted for recruitment.

For: SEIU Local 721

For: Los Angeles County Law
Library

Reneé Anderson, Director

Sandra Levin, Executive Director

Sharon Boone

Judge Mark A Juhas
President of the Board of Trustees

~~Paula Hart~~ Jason Khozam

Jaye Steinbrick, Senior Director

~~Christine Langteau~~ Mary Garcia

Los Angeles County Law Library

BU 870 Full-Time Employee Unit
BU 871 Part-Time Employee Unit

April 1, 2021 through March 31, 2022



SEIU Local 721
1545 Wilshire Blvd Ste 100
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Questions? Call the Member Connection (877) 721-4YOU
www.seiu721.org

 facebook.com/seiu721  twitter.com/seiu721

**Report on Beacon of Justice Gala and
Acknowledgment of Honorees**

No Staff Report is Provided

April 28, 2021